

PRECONSTRUCTION SERVICES AGREEMENT

CLARK COUNTY WATER RECLAMATION DISTRICT

AND

J.A. TIBERTI CONSTRUCTION COMPANY, INC.

THIS AGREEMENT is made and entered into this ____ day of June 2021, by and between CLARK COUNTY WATER RECLAMATION DISTRICT (hereinafter referred to as "OWNER"), and J.A. TIBERTI CONSTRUCTION COMPANY, INC. (hereinafter referred to as "CMAR"), for PROJECT NO. 19002 – FWRC DEMOLITION OF RETIRED FACILITIES, (hereinafter referred to as "PROJECT").

WITNESSETH:

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

NOW, THEREFORE, OWNER and CMAR agree as follows:

**SECTION I
RESPONSIBILITY OF CMAR**

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

- C. CMAR shall assign JOE HATTON, as Project Manager to manage the FWRC DEMOLITION OF RETIRED FACILITIES, PROJECT NO 19002. All services specified by this AGREEMENT shall be performed by the CMAR'S Project Manager and key employees proposed by the CMAR under the personal supervision of the Project Manager. All key employees identified by the CMAR shall be subject to approval by OWNER'S representative. The Project Manager, the key members of the project team used on the project are to be locally based in Clark County, Nevada and reside in the Clark County area for the duration of the PROJECT. Any exception to this requirement shall be subject to approval by OWNER'S representative. Should the Project Manager, or any key employee of CMAR be unable to complete his or her responsibility for any reason, the CMAR will replace him or her with a qualified person whom the OWNER'S representative reasonably finds satisfactory. If CMAR fails to make a required replacement within 30 days, OWNER may terminate this AGREEMENT for default.
- D. CMAR shall furnish OWNER'S representative copies of all correspondence to regulatory agencies for OWNER'S review and approval prior to mailing such correspondence.
- E. CMAR shall be responsible for obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the OWNER determines that such material is necessary for the completion of the services specified by this AGREEMENT. CMAR will be responsible for accuracy of information or data supplied by other sources to the extent such information or data would be relied upon by a reasonably prudent professional engineer.
- F. The CMAR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this AGREEMENT and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law, equity, or under other sections of this AGREEMENT.
- H. CMAR shall comply with the OWNER'S Safety and Security Requirements provided herein as **Exhibit G**.

SECTION II OWNER'S RESPONSIBILITY

- A. The OWNER agrees that its officers and employees will cooperate with CMAR in the performance of services under this AGREEMENT and will be available for consultation with CMAR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CMAR under this AGREEMENT shall be subject to review and approval by OWNER'S representative, Thomas A. Minwegen, General Manager, Clark County Water Reclamation District. OWNER'S representative may delegate any or all of his responsibilities under this AGREEMENT to appropriate staff members and shall so inform CMAR by written notice before the effective date of each such delegation.

- C. The services to be performed by CMAR under this AGREEMENT shall be subject to periodic review by OWNER'S representative. The OWNER'S representative's review comments shall be reported in writing to CMAR in writing. To prevent an unreasonable delay in CMAR'S work, the OWNER'S representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the CMAR within twenty-one (21) calendar days of receipt of such documents. It is understood that OWNER'S representative's review comments do not relieve CMAR from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- D. OWNER shall, (without charge), furnish to, or make available for examination or use by, CMAR (as it may request), any data that OWNER has available, including but not limited to:
1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

CMAR shall return original data provided by OWNER.

SECTION III SCOPE OF SERVICES

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

SECTION IV CHANGES TO SCOPE OF SERVICES

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

SECTION V ADDITIONAL SERVICES OF CMAR

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

SECTION VI COMPENSATION AND TERMS OF PAYMENT

A. General Progress Payments:

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

B. Compensation and Method of Payment for CMAR Preconstruction Services:

1. The OWNER shall pay the CMAR for services in Section III, Scope of Services, **Exhibit A**, Task 1 through 9 a fee not to exceed \$220,000 (the "Task Amount").

Task 1 – Project Management (Lump Sum)
Task 2 – Planning Study (Not Used)
Task 3 – Pre-design / Basis of Design Report (Paid in Task 1)
Task 4 – Detailed Design (Paid in Task 1)
Task 5 – Bid Period Services (Not Used)
Task 6 – Engineering Services during Construction (Not Used)
Task 7 – Construction Field Administration (Not Used)
Task 8 – Project Commissioning (Not Used)
Task 9 – Contingency (Not Used)
Task 10 – Additional Services (T & M)
2. Payment of the Task Amount shall follow the Board of Trustees approval and be in accordance with the CMAR'S estimate of the percentage of project completion as approved by the OWNER'S representative. The OWNER's obligation to pay CMAR cannot exceed the not to exceed Task Amount. It is expressly understood that the entire work described in **Exhibit A** must be completed by CMAR and it shall be the CMAR's responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said Task Amount. Payment shall be due within thirty (30) days after the date of receipt and approval by OWNER'S representative of CMAR's invoices describing the work performed to reach the recognized milestone.
3. The OWNER agrees to pay CMAR for any services described in Section V, only if the services are requested in writing by the OWNER'S representative. Payment will be in accordance with **Exhibit C**, Hourly Rate Schedule for Additional Services. An amount up

to, but not exceeding \$75,000 may be authorized for services performed under Section V. Payment in accordance with this Paragraph 3 shall be in addition to the Task Amount. The total contract amount, including the Task Amount, is not to exceed \$75,000.

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

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

6. Request for payment shall be submitted electronically on CMAR's company letterhead. Billings shall be submitted no later than the first day of the month, unless the first falls on a weekend or OWNER observed Holiday, then the billing shall be due on the previous business day.
7. Travel costs are not eligible for reimbursement by the OWNER and must not be included in the AGREEMENT except for travel costs associated with the performance of Additional Services as provided in Section V. The OWNER realizes that on certain

complex projects, technical expertise may have to be procured from outside Clark County. In such cases, OWNER'S prior approval will be required for any corresponding travel. The CMAR shall submit a request to the OWNER'S Project Manager, consisting of a brief summary of the tasks involved and the "justification of need" for such travel. In the event that the OWNER agrees to pay for any of the CMAR'S travel expenses directly related to this work. CMAR shall only receive reimbursement in the amounts that are consistent with the applicable travel guidelines established by the OWNER in the attached CMAR Travel Policy (**Exhibit F**). OWNER reserves the right to reject any and all expenses it considers not directly related to the work required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

8. The OWNER shall pay the CMAR not more than ninety-five (95) percent of the amount of any progress payments due under the Contract until the CMAR completes fifty (50) percent of the work required by the AGREEMENT. Thereafter, the OWNER may pay any of the remaining progress payments without withholding retainage if satisfactory progress is being made in the work. **(The Project Manager is to notify Finance, in writing, once fifty (50) percent of the work required by the AGREEMENT is complete).**

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

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

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

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

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

SECTION VII AUDIT: ACCESS TO RECORDS

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

SECTION VIII SUBCONTRACTS

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

SECTION IX TIME SCHEDULE

CMAR shall provide OWNER'S representative with the final schedule for performance of services not later than **ten (10) calendar days** after CMAR receives written notice to proceed from OWNER'S representative. The schedule shall set forth not more than **(503 calendar days from Notice to Proceed for Tasks 1 through 5)** as a period of time which may reasonably be required to complete the services identified in **Exhibit A**, the schedule shall set forth **(503)** calendar days from the Notice to Proceed as a period of time which may reasonably be required to complete all of the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the CMAR will provide a **twenty-one (21) calendar day** allowance for each OWNER review period. If the CMAR'S performance of services is delayed or the CMAR'S sequence of tasks is changed, CMAR shall notify the OWNER'S representative in writing of the reasons for the delay. The CMAR shall then prepare a revised schedule for performance of services and submit the revised schedule to the OWNER'S representative. The CMAR shall perform and complete the work according to the schedule furnished to OWNER'S representative. If the CMAR is delayed by conditions within his control, as determined by OWNER after consultation with the CMAR, OWNER shall have the right to increase the percentage withheld from monthly payments under Section VI.B of this AGREEMENT until such time as the CMAR has complied with the schedule requirements or presented an acceptable plan for such compliance. Such withholdings by OWNER will not require payment of interest under the provisions of Section VI.B.

SECTION X MISCELLANEOUS PROVISIONS

- A. Suspension

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

B. Termination

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

CMAR delivered to the OWNER due to cancellation of all or portions of the work or contract termination, which is utilized by the OWNER in any way, shall have the CMAR'S name and seal removed.

7. If after OWNER terminates for CMAR's failure to fulfill contractual obligations, it is determined that the CMAR had not so failed, OWNER shall be deemed to have terminated for OWNER'S convenience. In such event, CMAR'S compensation shall be equitably adjusted as provided in paragraph 4 of this section.
8. The rights and remedies of the OWNER and the CMAR provided in this section are in addition to any other rights and remedies provided by law, at equity or under this AGREEMENT.
9. Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

C. Covenant Against Contingent Fees

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

D. Gratuities

1. OWNER may, terminate this AGREEMENT by written notice to the CMAR, if after notice and hearing the OWNER determines that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CMAR (or any other agent or representative of the CMAR) to any officer or employee of the OWNER, with a view toward securing a contract or favorable treatment with respect to the awarding or amending, or making of any determinations with respect to the performance of, this AGREEMENT.
2. In the event this AGREEMENT is terminated as provided above in paragraph 1, the CMAR shall be deemed to have breached this AGREEMENT and OWNER shall be entitled:
 - a. to pursue the remedies against the CMAR for breach of the AGREEMENT by the CMAR; and
 - b. as a penalty, in addition to any other damages which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs incurred by the CMAR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, or under this AGREEMENT.

E. Insurance

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

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

F. Indemnity

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

G. Fair Employment Practices

1. The Board of Trustees is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CMAR acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CMAR recognizes that if they or their subcontractors are found guilty by an appropriate authority

of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, OWNER may declare CMAR in breach of contract, terminate contract, and designate CMAR as non-responsible.

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

H. Warranty of Legal Compliance and Lack of Conflict

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

I. Independent Contractor

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

J. Third Party Benefit

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

K. Assignment

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

L. Order of Preference

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

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

M. Governing Law and Venue

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

N. Disclosure of Ownership/Principals

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

O. Fiscal Funding Out

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

P. Right to Market

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

Q. Notice

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

TO OWNER:

CLARK COUNTY WATER RECLAMATION DISTRICT
HEATHER SAVANAPRIDI, PROJECT MANAGER
5857 East Flamingo Road
Las Vegas, Nevada 89122
PHONE 702-668-8182
EMAIL hsavanapridi@cleanwaterteam.com

TO CMAR:

J.A. TIBERTI CONSTRUCTION COMPANY, INC.
MARK MAFFEY
VICE PRESIDENT
1806 Industrial Road
Las Vegas, Nevada 89102
(702)382-7071
EMAIL mmaffey@tiberti.com

R. Counterparts; Electronic Delivery

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

S. Israel Boycott Disclaimer

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

T. Proprietary Information/Data Privacy and Security

1. OWNER may, from time to time, furnish CMAR with literature, data, or technical information that OWNER considers necessary for the CMAR to provide/perform the Goods/Services pursuant to this AGREEMENT. In the event any of the furnished material is proprietary, OWNER shall so inform CMAR and CMAR agrees not to disclose this information except as approved by OWNER in writing. CMAR also agrees to return or destroy all copies such materials as OWNER may request.
2. Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information"

is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

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

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

CLARK COUNTY WATER
RECLAMATION DISTRICT

J.A. TIBERTI CONSTRUCTION COMPANY, INC.

By: _____

THOMAS A. MINWEGEN

General Manager

By: _____

MARK MAFFEY

Vice President

APPROVED AS TO LEGALITY ONLY:

By: _____

DAVID J. STOFT

General Counsel

EXHIBIT A

SCOPE OF SERVICES

**EXHIBIT A
CMAR SCOPE OF SERVICES
PRECONSTRUCTION SCOPE OF SERVICES
FWRC DEMOLITION OF RETIRED FACILITIES
CLARK COUNTY WATER RECLAMATION DISTRICT
CCWRD PROJECT NO. 19002**

PURPOSE OF EXHIBIT

The purpose of this Exhibit A is to establish the Scope of Services to be provided by the Construction Manager At Risk (CMAR) to the Clark County Water Reclamation District (District) in connection with FWRC DEMOLITION OF RETIRED FACILITIES. Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement. All scope of service Tasks identified herein shall be performed in accordance with Exhibit A1 Scope of Services Execution Requirements Version 3. The District selected Jacobs Engineering Group Inc. as the Design Consultant (Consultant) for this project.

PROJECT BACKGROUND

PROJECT HISTORY

The DISTRICT owns and operates the Flamingo Water Resource Center (FWRC). Divided into the West and East Campus by the Las Vegas Wash, the facility includes preliminary, primary, secondary, tertiary, and solids handling treatment processes. Since operation began in 1956, the facility has expanded over time to meet population growth demands of the unincorporated areas of Clark County. As the need for expansion and new wastewater treatment technologies emerged, several facilities and infrastructure at the FWRC were decommissioned in place. Additionally, other facilities have become obsolete or are past their useful life.

In addition to the preliminary 90% design plans and specifications that the Consultant has prepared for this project, the list of projects below provides useful details about the history of the FWRC and about the facilities to be demolished as part of this project.

- District Project: Advanced Wastewater Treatment Plant – Includes construction of all East Campus facilities.
- Project 222: Central Plant Expansion, Phase 3 – Includes construction of the West Campus facilities.
- Project 222A: Central Plant Expansion, Phase 1 - Includes construction of the East Campus Flume which will need preservation during demolition of adjacent UV Disinfection Facility.

NEED FOR PROJECT

In addition to reclaiming valuable land area for the construction of new facilities, completion of this project will provide a safer working environment. Existing facilities are in different phases of decommissioning with some structures having been fully decommissioned while others remain operating at a greatly reduced capacity or providing unintended functions like housing process chemicals, fiber, and electrical components. This unintended usage requires staff to access areas in and around deteriorating facilities on a regular basis. Additionally, removal of these structures will reduce the number of surface and subsurface obstacles encountered during the construction of future capital improvement projects and eliminate the costs associated with maintaining infrastructure in these various states of use and disrepair.

CCWRD Project No. 19002 – FWRC Demolition of Retired Facilities

May 11, 2021

PROJECT DESCRIPTION

This project will include the demolition of plant facilities located on the West and East Campuses. See Exhibit for details.

Facilities for demolition on the West Campus include the following:

- Intermediate Pump Station
- Sludge Dewatering and Solids Handling Building and Associated Facilities
- Gravity Thickeners
- Thickened Primary Sludge Pump Station
- Odor Control Facilities and Biofilter
- Facilities Maintenance Shop

Facilities for demolition on the East Campus include the following:

- Filters Complex
- UV Disinfection Complex
- Clarifiers and Associated Pump Stations
- Thickeners and Associated Pump Station
- Chemical Storage and Feed Facilities
- Waste Wash Water Storage Tanks and Backwash Pumps
- Backwash Storage Tank
- Lime Flocculation Facility
- Sulfur Dioxide Facility
- Low Pressure Pump Station
- All Associated Utility Tunnels

Infrastructure at the identified locations will be demolished, and plant utility lines for reuse water, potable water, chemical, drain, process, fiber, and electrical distribution to these facilities will be cut, removed, capped, or rerouted, where applicable. None of the processes associated with the facilities listed for demolition on the West Campus are in operation. Some of the facilities are still accessed by staff as they are being utilized for unintended purposes. Portions of the East Campus Tertiary Complex are still in operation to provide source water for the critical East Campus Reuse Water Pump Station. At the time of construction for 19002, Project 17006 will have been completed to allow for the demolition of all Tertiary Complex Facilities.

Given the number of facilities and process lines still in operation that are adjacent to or directly impacted by a demolition project of this size, a comprehensive demolition sequencing plan is required. This plan is to include pre-demolition work including, but not limited to, geotechnical investigations and process and electrical line rerouting.

Additionally, any miscellaneous abandoned process lines identified within the boundaries of the demolition, including asbestos piping, shall be removed and disposed of during demolition of the aforementioned facility lists.

PROJECT DELIVERY METHOD

CCWRD Project No. 19002 – FWRC Demolition of Retired Facilities

May 11, 2021

The project delivery method selected for this Project is Construction Manager At Risk (CMAR). The CMAR delivery method consists of two phases with two separate CMAR contracts: Pre-construction Services and Construction Services.

During the Pre-construction Services phase, the Consultant and CMAR will coordinate closely to improve design, constructability, and cost. The CMAR will develop a Guarantee Maximum Price (GMP) based on the reconciliation of the Consultants Opinion of Probable Costs (OPCC) that will be developed at the 90% and 100% submittals. If the GMP is acceptable to the District, the CMAR will move forward with a construction contract. If the GMP is not acceptable, the project will be put out to bid.

SCOPE OF WORK

The CMAR Scope of Work is divided into 10 tasks; with 6 tasks not utilized as listed below. The different tasks parallel the stages associated with project implementation. Each task consists of a series of separate activity efforts. Billing shall be in accordance with Subtask 1.8.

Task 1 – Project Management

Task 2 – Planning Study [Not Used]

Task 3 – Pre-design / Basis of Design Report

Task 4 – Detailed Design

Task 5 – Bid Period Services [Not Used]

Task 6 – Engineering Services during Construction [Not Used]

Task 7 – Construction Field Administration [Not Used]

Task 8 – Project Commissioning [Not Used]

Task 9 – Contingency [Not Used]

Task 10 – Additional Services (T & M)

Task 1. PROJECT MANAGEMENT

CMAR shall perform the following:

1.1 Communications and Correspondence

CMAR shall include District project manager and back-up project manager on all project related communications and correspondences including emails and letters

1.2 Meetings and Workshops

The District project manager, with the assistance of the Consultant shall facilitate the meetings and workshops associated with Project 19002. CMAR is expected to participate in these meetings and workshops including reviewing and providing comments. If directed by the District, the CMAR may assist to establish meeting objectives, determine participants, create agendas, and conduct sessions. The District project manager or designee must be invited to attend all meetings with other entities.

1. Kick-off Meeting

Within one (1) week of the issuance of the Notice to Proceed, CMAR shall conduct a Kick-off meeting with the District and the Consultant. The meeting shall include the CMAR project manager and key team members. The meeting is anticipated to last four (4) hours, including a field visit. The agenda shall include the following at a minimum:

CCWRD Project No. 19002 – FWRC Demolition of Retired Facilities

May 11, 2021

1. Introductions
2. Roles and responsibilities of the CMAR team
 - a. CMAR team and stakeholders
3. Partnering with the District and Consultant
4. Primary lines of Communication
 - a. District project manager and back-up project manager
 - b. Design Consultant Team
5. Review scope, goals, and objectives
6. Project schedule
 - a. Critical path
 - b. Milestones
7. Monthly Progress Meetings
 - a. Attendance and expectations
8. Subcontractor Assembly Plan including advertisements
9. Design cost estimates review and GMP
 - a. Opinion of probable construction cost reconciliation
10. Questions/Answers
11. Field visit with the District (If required.)

2. Technical Workshops

Conduct two (2) technical workshops:

1. Value Engineering Workshop. After review of the 90% Draft Plans and Specifications, present recommended value engineering opportunities, if any.
2. Presentation of the GMP – this meeting will present and go over the GMP. Assume 4-hours for the meeting.

3. Progress/ Status Meetings

CMAR will attend bi-monthly progress meetings with the District and Consultant to discuss project status, schedule, budget, issues, and decisions through the duration of the project.

4. Deliverable Review Workshops

Consultant's 90% and 100% design submittals will be provided for review as described in Task 4.4. CMAR will have three (3) weeks from issuance of submittal to provide comments/ recommendations using a District comment spreadsheet template. CMAR shall attend and provide input during the following:

3. **Opinion of Probable Construction Cost (OPCC) Reconciliation Workshop** – two (2) two-hour workshops to discuss estimate difference between CMAR and Consultant at the 90% and 100% design levels.
4. **90% Design Workshop** – Assume four (4) hours.
5. **100% Design Workshop** – Assume four (4) hours.

5. External Coordination Meetings [Not Used]

1.3 Reviews, Approvals and Permits

CMAR shall review and provide feedback to Consultant Review-Approvals-Permits (RAP) plan and permit matrix supplied during progress meetings. District shall coordinate with CMAR on permits to be obtained by District.

1.4 Project Execution Plan

CMAR shall prepare a Project Execution Plan (PEP) for preconstruction services. The draft PEP will be submitted within thirty (30) days of NTP for District review. Updates will originate with the CCWRD Project No. 19002 – FWRC Demolition of Retired Facilities

CMAR as required during Project development and be reviewed by the District. The CMAR shall update the PEP for construction services at the same time the 90% design is completed. This update will form the basis of the construction services approach that is related to the GMP. Sections of the PEP shall include but not be limited to:

- Organization chart and a summary of the roles and responsibilities of each team member for preconstruction and/or construction services.
- Project schedule, including sequencing of the final design and construction, and a material / equipment procurement schedule. Include strategies for fast-tracking or phasing the construction.
- Cost management plan for the GMP. This plan shall detail measures to keep the construction work on budget and on schedule. In addition, the plan will layout corrective actions for the CMAR team and its subcontractors not complying with the construction contract documents.
- Protection of District Facilities Plan. This plan shall detail include anticipated tie-ins, Shutdowns, and other interfaces with District Facility ongoing operations.
- Site safety and security provisions.

1.5 Schedule and Progress Reporting

CMAR shall prepare construction schedules, using P6 scheduling software, showing work activities, and sequencing / phasing assumptions used in the development of construction cost estimates identified in Task 1.6. Construction schedules shall incorporate but is not limited to District holidays, District normal working hours, "finish-to-start" activity relationships, contingency times, float and use of the critical path method.

District will provide Consultant's schedule to coordinate progress meetings, workshops, and design reviews.

1.6 Construction Cost Estimates

CMAR shall develop open-book, production-based cost estimates for the District at the 90% and 100% design levels. CMAR shall provide its assumptions and estimating approach in a report narrative, along with contingency, risk, overhead, escalation, profit, labor, material, equipment, and all other costing associated with the estimate. Both CMAR and Consultant shall use the same District bid schedule to facilitate District's review and comparison to the Consultant's construction cost estimate.

The estimates will be reviewed by the District and if necessary, the District will request a reconciliation process. The purpose of the reconciliation process is to confirm understanding of the project design elements and resolve gaps. CMAR shall participate in two (2) reconciliation sessions with the District and Design Consultant.

1.7 Project Coordination

CMAR will be responsible for all activities internal to CMAR team, including subcontractors, as well as coordination with the District.

1.8 Invoicing

All invoices, synonymous with Applications for Payment will be prepared and submitted monthly in Unifier for the charges incurred in the prior month. CMAR shall be responsible to review each Application for Payment for accuracy and correctness prior to submission.

At the end of District Fiscal Year, defined as June 30th, an invoice is to be submitted as soon as possible for services up to June 30th. The District's objective is to receive all Application for

Payment for billings ending on June 30th and no later than August 1st.

CMAR shall submit monthly, along with each Application for Payment, a spend projection log using the District spend projection template to record monthly projections and the present billing amount. CMAR shall maintain said spend projection log throughout the life of preconstruction services.

Tasks 1, 3, and 4 shall be performed on a lump sum basis and invoiced under Task 1. Task 10 shall be performed on a time and materials basis and invoiced under Task 10.

1.9 Quality Management

CMAR will submit a Quality Management Plan for both preconstruction and construction services. This document will clearly outline external procedures (those that involve the District and other entities) as well as internal procedures (e.g. independent qualified reviews and back checking, corrective actions, etc.). CMAR will be responsible to see that all elements of the Quality Management Plan are followed and complied with during Project 19100. CMAR shall oversee subcontractor deliverables adhere to the Quality Management Plan. Within one work week of the District identifying a quality related issue, CMAR shall respond stating how the issue has been or will be resolved.

The Quality Management plan may be incorporated with the PEP.

1.10 Assistance with Environmental Assessment Development [Not Used]

1.11 Document Control

At the onset of the project, District Project Manager will provide a list of all anticipated submittals. CMAR shall review the submittal log and provide suggested additions and or deletions within one week from receipt of submittal log. Once submittal log is agreed upon, CMAR shall provide all applicable project documents during the duration of the project, including but not limited to letters, reports, memorandums, plans and specifications to the District through the Unifier system.

Submittals shall include but not be limited to:

- Project Execution Plan
- Phasing and Sequencing Plan
- Quality Management Plan
- Procurement Plan
- Groundwater Dewatering, report and plan
- Meeting Agenda, Handouts and Minutes
- Design Comments
- Construction Schedules
- Risk Register
- Construction Cost Estimates: 90%, 100%, Draft GMP
- GMP

1.12 Risk Management

The CMAR shall identify, quantify, document, and implement risk management strategies, as CCWRD Project No. 19002 – FWRC Demolition of Retired Facilities

May 11, 2021

well as monitor and provide written input into a Project Risk Register. The CMAR shall participate in the preparation and maintenance of a risk register. The CMAR shall continuously communicate its assumptions regarding impacts to risk as the design progresses. The CMAR shall also submit a report with the GMP that summarizes the decisions for risk elimination or reduction and associated value of each decision in terms of cost and savings in direct relationship with its GMP.

Task 2. PLANNING STUDY [Not Used]

Task 3. PRE-DESIGN / BASIS OF DESIGN REPORT

Task 3 shall be performed on a lump sum basis and invoiced under Task 1.

CMAR shall review the following:

3.1 Review Reference Documents

CMAR shall review and incorporate into the demolition design the following documents and standards:

1. Project 222: Advanced Secondary Wastewater Treatment Plant Phase 3
2. Project 222A: Central Plant Expansion, Phase 3
3. Project 359: Advanced Wastewater Treatment Plant Ultraviolet Light Disinfection and Chemical Feed Facilities As-built
4. Project 566: Central Plant Primary Effluent Pump Station – Phase 2 Expansion
5. Project 617: Primary Effluent Pump Station – Phase III Expansion
6. Project 699: Integrated Facilities Master Plan
7. Project 739: Final Basis of Design Report for the FWRC East campus Condition Assessment and Operations/Decommissioning Plan
8. Project 17006: FWRC Membrane & Ozone Effluent Bypass
9. Project 18003: FWRC Expansion Master Plan
10. Project 19002: FWRC Demolition of Retired Facilities
11. Project 19003: FWRC M&O Chemical Facility
12. Other East and West Campus Record Drawings, As Identified/Needed

3.2 Background Information and Data Collection

CMAR shall gather the following information at project onset:

1. Record Drawings as provided to the Consultant.
 - a. Consultant obtained record drawings and as-builts.
2. Available Consultant survey and field investigation findings and results described under Task 4.
3. District GIS shape files.

3.3 Systems Evaluation [Not Used]

3.4 Recommend Improvements [Not Used]

3.5 Basis of Design Report Outline [Not Used]

CCWRD Project No. 19002 – FWRC Demolition of Retired Facilities

May 11, 2021

3.6 Basis of Design Report Submittals

CMAR shall review Consultant's BODR and provide comments on but not limited to constructability and value engineering. CMAR shall consult and make recommendations for construction sequencing and scheduling, construction means and methods, and time needed to execute the Work.

Task 4. DETAILED DESIGN

Task 4 shall be performed on a lump sum basis and invoiced under Task 1.

CMAR shall review Consultant's survey, utility locates, easement legal and exhibits, and field investigation findings and results; field investigations include Geotechnical, groundwater dewatering, and subsurface utility engineering (SUE). CMAR shall provide comments on constructability, conflicts, and inconsistencies found in its review.

4.1 Utility Location and Rights-of-Way [Not Used]

4.2 Field Investigations

CMAR shall coordinate with District Project Manager to visit site locations located within District property or facilities.

CMAR shall provide the following field investigations:

4.2.1 Utility Location and Rights-of-Way [Not Used]

4.2.2 Dewatering

Available geotechnical analysis and a copy of the CCWRD requirements for discharge of groundwater dewatering into CCWRD facilities will be provided to the CMAR by the DISTRICT. The CMAR shall review this information and then prepare a detailed groundwater dewatering plan for construction which complies with the design intent and CCWRD requirements. The CMAR shall prepare a groundwater dewatering report that includes a groundwater model using Visual MODFLOW (or other software) prepared by a registered professional engineer. The groundwater dewatering plan for construction prepared by the CMAR shall be based on the groundwater model prepared by the CMAR and shall correlate to the CMAR's construction phasing and sequencing plan and the plans and specifications.

CMAR will coordinate with Consultant if additional geotechnical engineering services are required to supplement groundwater dewatering design.

4.3 Prepare Plans and Specifications [Not Used]

4.4 Design Submittal Review

The CMAR shall review the Consultant's detailed design submittals: 90% and 100%. Submittals will include plans and specifications, both front end and technical. CMAR shall incorporate in its review information provided under Task 4 and Task 3.2.

CMAR shall comment on but is not limited to inconsistencies, conflicts, errors, omissions, constructability issues, and vague information. CMAR shall provide value engineering recommendations at the 90% design level.

4.5 Advertisement for Subcontractor Proposals

CMAR shall follow its subcontractor assembly plan and comply with NRS 338.16991 along with other applicable NRS 338 statutes.

CMAR shall submit copies of files used to advertise for proposals and copies of Subcontractor proposals to the District.

4.6 Preliminary Work Plan

CMAR shall prepare and submit to District a preliminary Work Plan for all work activities after the 100% design workshop. The Work Plan shall include at a minimum:

- 1. Critical Path Method schedule that identifies proposed work activities, construction sequences, and Owner-required activities and/or coordination.**
- 2. Written narratives describing work activities and construction sequences.**

Task 5. BID PERIOD SERVICES [Not Used]

Task 6. ENGINEERING SERVICES DURING CONSTRUCTION [Not Used]

Task 7. CONSTRUCTION FIELD ADMINISTRATION [Not Used]

Task 8. PROJECT COMMISSIONING [Not Used]

Task 9. CONTINGENCY [Not Used]

Task 10. ADDITIONAL SERVICES

CMAR shall perform additional services only as authorized in writing by the District and start the activity only upon receipt of written approval from District. CMAR shall follow the ASR outline provided by the District.

RESPONSIBILITIES OF THE DISTRICT

District will provide to the Consultant the following:

LIST OF FILES TO BE PROVIDED TO CMAR

- 1. EXCEL**
 - a. Stakeholders Tracker
 - b. Spend Projection Template
 - c. Contract Analysis Spreadsheet for Construction Portion
 - d. Construction Submittal Schedule Template
 - e. GIS Subsurface Exploration Metadata
- 2. District Forms**
 - a. PCS External User License and Application Form

3. Consultant Baseline Schedule/Current Project Schedule
4. Files identified in Tasks 3 and 4.

ATTACHMENT TO EXHIBIT, 19002 FWRC DEMOLITION OF RETIRED FACILITIES

19002 FWRC DEMOLITION OF RETIRED FACILITIES

EAST CAMPUS

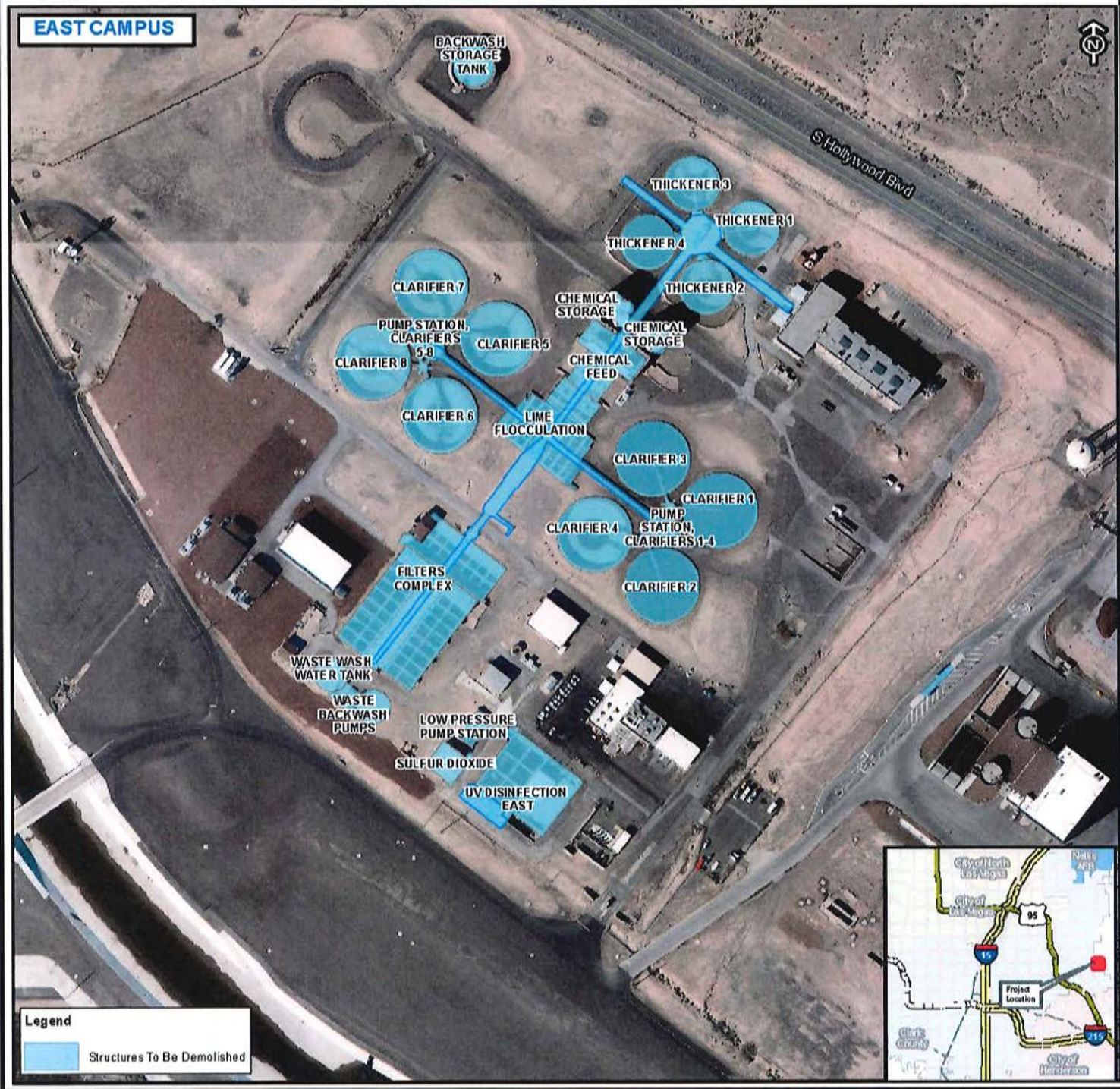


EXHIBIT B

WORK BREAKDOWN STRUCTURE

Exhibit B

Work Breakdown Structure
Project No. 19002 FWRC DEMOLITION OF RETIRED FACILITIES

PLANNING MILESTONES	PERCENTAGE OF WORK	CONSULTANT AMOUNT	SUBCONSULTANT AMOUNT	5% Markup	Direct Expenses	Other Direct Costs	TOTAL AMOUNT
1 PROJECT MANAGEMENT	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,000.00
2 PLANNING STUDY	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 PRE-DESIGN / BASIS OF DESIGN REPORT	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 DETAILED DESIGN	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 BID PERIOD SERVICES	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 ENGINEERING SERVICES DURING CONSTRUCTION	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.1 Submittal Review	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.2 Contract Document Interpretation and Clarification	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.3 Change Order Assistance	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.4 Substantial and Final Completion	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.5 Final Job Walk Audit	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.6 Record Drawings	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.7 Coordination	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 CONSTRUCTION FIELD ADMINISTRATION	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 PROJECT COMMISSIONING	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 CONTINGENCY	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 ADDITIONAL SERVICES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00
GRAND TOTAL	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 295,000.00

EXHIBIT C

HOURLY RATE SCHEDULE

(Additional Services and Additional Reimbursable Expenses)

TITLE	19002 Rate
C&SU Manager	\$ 177.00
Project Manager	\$ 149.00
Self-Perform Project Manager	\$ 149.00
CMAR Representative (CSM)	\$ 148.00
General Superintendent	\$ 138.00
Concrete Construction Manager	\$ 131.00
Scheduler	\$ 129.00
C&SU Assistant Manager	\$ 126.00
Electrical Supervisor	\$ 123.00
Process Mechanical Project Manager	\$ 123.00
Contracts Manager	\$ 117.00
Procurement Manager	\$ 117.00
Safety Manager	\$ 117.00
MBE/SBE Mentoring Coordinator	\$ 109.00
Assistant Project Manager	\$ 107.00
Concrete Superintendent	\$ 107.00
Process Mechanical Superintendent	\$ 107.00
Yard Pipe Project Manager	\$ 107.00
Project Accountant	\$ 101.00
Project Controls Manager/Estimator	\$ 101.00
Project Engineer Level II	\$ 97.00
Assistant Safety Manger	\$ 91.00
Quality Control Manager	\$ 90.00
Electrical - I & C Engineer	\$ 80.00
Assistant Quality Control Manger	\$ 78.00
Concrete Project Engineer	\$ 77.00
Process Mechanical Field Engineer	\$ 77.00
Project Controls Lead 1	\$ 77.00
Yard Pipe Field Engineer	\$ 77.00
Assistant Scheduler	\$ 70.00
Document Control Engineer	\$ 55.00
Office Manager	\$ 55.00
Project Secretary/Clerical	\$ 51.00
Self-Perform Administrator	\$ 51.00
College Intern	\$ 20.00

EXHIBIT D

DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT D
DISCLOSURE OF OWNERSHIP/PRINCIPALS
INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 18						
Corporate/Business Entity Name:		J.A. Tiberti Construction Co., Inc.				
(Include d.b.a., if applicable)						
Street Address:		1806 Industrial Road		Website: www.tiberti.com		
City, State and Zip Code:		Las Vegas, NV 89102		POC Name: Joe Hatton Email: jhatton@tiberti.com		
Telephone No:		702-382-7071		Fax No: 702-382-5361		
Nevada Local Street Address: (If different from above)		N/A		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

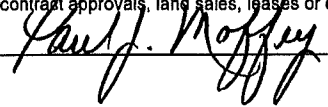
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mario Tiberti	Director	25%
Laura L. Tiberti	Director	25%
M. Andra Tiberti Maffey	Director	25%
Renaldo M. Tiberti	Director	25%

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		Print Name	Paul J. Maffey
President		Date	3-17-21
Title			

DISCLOSURE OF RELATIONSHIP

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

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For County Use Only:

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

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT E

INSURANCE REQUIRMENTS

EXHIBIT E INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

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

2. BEST KEY RATING

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

3. OWNER COVERAGE

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

4. ENDORSEMENT / CANCELLATION

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

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

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

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, CMAR 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 CMAR and **any auto** used for the performance of services under CONTRACT.

9. WORKERS' COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

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

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

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

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. CMAR'S name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products - Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: Project [19007], [FWRC SECONDARY TREATMENT AERATION BASINS AND CLARIFIERS (150 MGD EXPANSION)] (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder
Clark County Water Reclamation District
c/o Purchasing and Contracts Department
5857 East Flamingo Road
Las Vegas, Nevada 89122
- I. Appointed Agent Signature to include license number and issuing state.



JATIBER-01

MESPINOZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Cragin & Pike, Inc. 2603 W. Charleston Blvd. Las Vegas, NV 89102	CONTACT NAME: PHONE (A/C, No, Ext): (702) 877-1111		FAX (A/C, No): (702) 258-3394
	E-MAIL ADDRESS: reception@cragin-pike.com		
INSURED J.A. Tiberti Construction Co., Inc. 1806 Industrial Road Las Vegas, NV 89102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Ins Co		20508
	INSURER B : Continental Insurance Co.		35289
	INSURER C : Insurance Company of the West (ICW)		27847
	INSURER D : Navigators Specialty		36056
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 PD Ded <input checked="" type="checkbox"/> 10,000 SubsidenceDed GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		5096099062	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 5,000 Liab. Ded.	X		5096099076	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		7012048571	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLV503876903	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability	X		MP21ECPZ02KARIC	1/1/2021	1/1/2022	Occurrence/Aggregate \$ 2,000,000
D	Pollution Liability			MP21ECPZ02KARIC	1/1/2021	1/1/2022	SIR \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Residential Construction Defect Products/Completed Operations Exclusion Endorsement applies per Form CNA74862XX attached to the general liability policy.

RE: Project 19007, FWRC SECONDARY TREATMENT AERATION BASINS AND CLARIFIERS (150 MGD EXPANSION)
 Additional Insured status applies as respects the General Liability policy for ongoing and completed operations, per form CNA75081XX attached. Additional Insured status applies as respects the Automobile policy, per form CA2048 attached. This insurance shall be primary non-contributory as respects the General Liability policy, per form CNA75081XX attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Clark County Water Reclamation District c/o Purchasing and Contracts Department 5857 East Flamingo Road Las Vegas, NV 89122	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: JATIBER-01

MESPINOZA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cragin & Pike, Inc.		NAMED INSURED J.A. Tiberti Construction Co., Inc. 1806 Industrial Road Las Vegas, NV 89102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

respects the General Liability policy per form CNA74705XX attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the Automobile policy per form CA0444 attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the Workers Compensation policy per form WC000313 attached. Notice of Cancellation Terms and Conditions letter attached. Additional Insured status applies as respects the Pollution Liability policy, per NENV8000 form to follow. Carrier NAIC/Ratings: See attached roster. Excess is follow form to general liability, automobile liability and Employers Liability.

Clark County, Nevada, its officers, employees and volunteers are included as Additional Insureds with respect to liability arising out of the activities by or on behalf of the Named Insured in connection with this project.



NOTICE OF CANCELLATION TERMS AND CONDITIONS

Notice of cancellation is a policy right, not an unregulated service. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.

The Insurance Carrier is obligated to mail or deliver written notice of cancellation to the first Named Insured only.

For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.

**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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CNA74705XX (1-15)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: J.A. TIBERTI CONSTRUCTION COMPANY, INC.

Policy No: 5096099062

Endorsement No: 2

Effective Date: 01/01/2021

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: J.A. TIBERTI CONSTRUCTION COMPANY, INC.

Endorsement Effective Date: 01/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 5096099076

Policy Effective Date: 01/01/21

Policy Page: 45 of 111



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed Operations
Coverage - Limited Liability Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
1. the **Named Insured's** acts or omissions; or
 2. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
- B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 2. this coverage part provides such coverage.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
- B. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
- C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:





**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed Operations
Coverage - Limited Liability Endorsement**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 4 does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: J.A. TIBERTI CONSTRUCTION COMPANY, INC.

Endorsement Effective Date: 01/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 5096099076
Policy Effective Date: 01/01/21
Policy Page: 42 of 111

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT
APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED
AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF
NEVADA. NO MINIMUM CHARGE APPLIES.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01/01/2021** Policy No. **WLV 5038769 03**
Insured **J A TIBERTI CONSTRUCTION CO INC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By 

J.A. TIBERTI CONSTRUCTION CO., INC COMPANY
CARRIER NAIC / RATING SCHEDULE

CARRIER	NAIC	AM BEST RATING
Valley Forge Insurance Company	20508	A XV
Continental Insurance Co.	20443	ZA XV
Great American Insurance Company	16691	A+ XV
Insurance Company of the West	27847	A XIII
Navigators Insurance Co.	42307	A+ XI

EXHIBIT F

CMAR TRAVEL POLICY

EXHIBIT F CMAR TRAVEL POLICY

PURPOSE:

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

BUSINESS TRAVEL

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

RENTAL CARS

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

MILEAGE

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

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

LODGING, MEALS AND INCIDENTALS

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

MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL

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

MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS

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

REIMBURSEMENT

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

EXHIBIT G

SAFETY AND SECURITY REQUIREMENTS

EXHIBIT G SAFETY AND SECURITY REQUIREMENTS

Safety Requirements

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

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

CMAR and its 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 CMAR that is powered or energized by any means and/or that could start automatically. All field staff for OWNER and CMAR participating in the project shall be instructed on the pertinent OSHA standards for Lockout Tag-Out procedures/protocol.

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

CMAR 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. CMAR shall be solely responsible for ensuring compliance with this requirement.

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

Security Requirements, Restrictions, and Procedures

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

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

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

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

EXHIBIT H

SUBCONTRACTOR INFORMATION

EXHIBIT H
SUBCONTRACTOR INFORMATION

DEFINITIONS

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

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

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

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

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

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

1. Subcontractor Name: Not Applicable
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

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