

**PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
SAHARA INTERCHANGE AT I-515**

THIS Contract, made and entered into this 19th day of April, 2022, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY”, and WSP USA INC., a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as “ENGINEER”.

The initial addresses of the Parties, which one Party may change by giving notice to the respective other Party, are as follows:

COUNTY	ENGINEER
Denis Cederburg, Director Clark County Department of Public Works 500 South Grand Central Parkway, Suite 2066 Las Vegas, Nevada 89106 (702) 455-6020	Syndi Dudley, Vice President WSP USA Inc. 300 South 4 th Street Las Vegas, Nevada 89101 (725)724-4355

W I T N E S S E T H

WHEREAS, the COUNTY desires to obtain quality professional engineering services in connection with the work hereinafter described; and,

WHEREAS, the ENGINEER desires to provide such services in exchange for the fees hereinafter specified.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I: DEFINITIONS

As used in this Contract, the following terms shall have the meanings as set out below:

“County Surveyor” means the County Surveyor, or Deputy County Surveyor, for the County of Clark as designated by the Director to administer the Land Surveying aspects of this Contract.

“Director” means the Director of Public Works of the County of Clark, Nevada, and all persons designated by him, in a notice to the ENGINEER, to administer this Contract.

“Direct Salary” is defined as the actual base rate of pay on an hourly basis of the ENGINEER’s employees whose time will be directly chargeable to this Contract. The ranges of base rate of

pay to be used by the ENGINEER under this Contract are those specified in Exhibit “A” attached hereto and made a part hereof by this reference.

“Project Area” means the area within Clark County, Nevada.

“Project” means the preliminary engineering and Planning and Environmental Linkages (PEL) activities to improve transportation in the Sunrise Manor Planning Area including:

- PEL to study the environmental impacts of the improvements on I-515 from Desert Inn Road to Mojave Road.
- Public Outreach to keep the community informed throughout the duration of the Project
- Preliminary design of Split Diamond and Diverging Diamond interchange improvements as developed in the Feasibility Study for a Proposed New Interchange on I-515 at Sahara Avenue (Feasibility Study), dated April 2020, to include, at a minimum, horizontal and vertical transitions; new pavement, reconstruction of existing pavement, addition of general purpose lanes and widening of I-515 to incorporate braided ramps; retaining walls; storm drainage facilities to convey offsite flow; lighting; signage; ITS conduit and other necessary appurtenances.
- Traffic Study to update the traffic forecasts presented in the Feasibility Study to Year 2045.

ARTICLE II: SCOPE OF SERVICES

2.01 In General

The ENGINEER shall perform the Basic Services specified in Section 2.02 hereof, as well as those Special Services specified in Section 2.03 hereof that the Director authorizes the ENGINEER in writing, to perform.

Whenever the ENGINEER, in the course of performing the Basic Services, is required to present recommendations to the Director with respect to the advisability of or the need for any Special Service, such recommendation will be in writing and shall include a recommended scope of work for such Special Services and a recommended range of fees. If the ENGINEER recommends subcontract services, the recommendation shall also include the name(s) of the subcontractor(s) recommended by the ENGINEER and, if requested, a copy of the subcontract proposal(s).

2.01.1 Engineer Assignment

The ENGINEER shall assign Syndi Dudley, PE, as the Project Manager, who shall be responsible for all services to be performed under this Contract. No work may commence until ENGINEER has received a separate Notice to Proceed to commence

work under the contract. All of the services specified by this Contract shall be performed by the Project Manager, or by the ENGINEER's associates, employees and subconsultants under the personal supervision of the Project Manager. Should the Project Manager be unable to complete her responsibility for any reason, the ENGINEER shall notify the Director in writing, and within four (4) calendar days thereafter, nominate a replacement for the Director approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within ten (10) calendar days. If the Director is not satisfied with the replacement then the Director may terminate the Contract by giving five (5) days' written notice to the ENGINEER.

2.01.2 Subconsultant Services

With respect to any subconsultant services performed in connection with performance of the terms and obligations imposed under these Contract provisions, the ENGINEER agrees as follows:

- A. To pay the subconsultant if and when the ENGINEER is paid for the subconsultant's portion of the work by the COUNTY. The ENGINEER shall provide to the COUNTY lien releases from its subconsultants.
- B. The subconsultant does not have any contractual rights with the COUNTY.
- C. The Director has the right in its discretion to approve every subconsultant prior to such subconsultant's performance of any portion of the Project.
- D. The ENGINEER shall require that each subconsultant performing any portion of the Project:
 - Is duly formed, in good standing, and authorized to do business in the State of Nevada;
 - Is a duly licensed or registered architect, engineer, or other professional, as the case may be, with the State of Nevada, and such license or certificate of registration is in full force and effect;
 - Has obtained any and all licenses, certificates and permits that are required to be obtained by subconsultant by the Nevada Revised Statutes (NRS) and the Nevada Administrative Code (NAC), and by any other law, rule, regulation or ordinance applicable to subconsultant and to the performance of any part of the Project by subconsultant;
 - Is duly licensed and authorized to do business in the COUNTY, and such business license is in full force and effect; and
 - To comply with all laws, rules, regulations, and ordinances, as such may be amended, supplemented or modified from time to time, that are applicable to subconsultant and any portion of the Project performed by subconsultant.

2.02 Basic Engineering Services

Beginning on the date the Director notifies the ENGINEER to begin performance pursuant to a written Notice to Proceed; the ENGINEER shall proceed with furnishing the engineering preliminary improvement plans and PEL study, which enable the COUNTY to evaluate each design alternative's potential effects on the human and natural environment. Without limiting the generality of the following, the Basic Services shall include the following specific tasks:

A. Kickoff Meeting: Within thirty (30) calendar days following the date of execution of this Contract hold a Project kick-off meeting.

The project study schedule shall be provided electronically and on hard-copy and shall include all elements identified in Section 4.01 herein, and progress of on-going Project action items identified by the Director, as applicable.

- Deliverable: Project kickoff meeting, meeting minutes and project schedule.

B. Project Management: Perform day-to-day work to administer interrelated activities, manage schedule, budgeting and invoicing.

C. Initial PEL Study Planning: Hold an initial meeting to identify and define the outcomes desired by Clark County and to strategize how and when to approach NDOT for their concurrence on the planned approach. Develop a draft "Transportation Needs, Goals and Objectives Statement" as a precursor to a statement of Purpose and Need for the NEPA process, outlining the deficiencies to be addressed by the project and the intended outcome or purpose. Develop a draft Coordination Plan that includes a list of potential state and federal permits that may be needed by the project, a general timeline, and a comprehensive list of potential Cooperating and Participating Agencies, based on the project location and potential issues. Define roles and responsibilities and implement a broad stakeholder engagement process to inform local, regional, and state agencies, as well as the local community about the project and solicit their input.

- Deliverable: Draft Transportation Needs, Goals, and Objectives Statement.
- Deliverable: Draft Coordination Plan.
- Deliverable: Draft List of Potential Cooperating and Participating Agencies.

D. Progress/Review Meetings: Participate in all Project and review meetings unless otherwise determined by the Director. Schedule and facilitate four progress/review meetings for the preliminary design. Progress Meeting #1 will present concepts and establish the purpose and need, Progress Meeting #2 will present alternatives under consideration, Progress Meeting #3 will present preliminary findings and recommendations for comment and discussion and Progress Meeting #4 will finalize the findings and recommendations. The purpose of the progress/review meetings is to

obtain comments from the COUNTY, and other Project stakeholders on the Project plans at the respective levels of project development.

All design comments shall be compiled into a matrix and addressed by the ENGINEER as a written response in the matrix within ten (10) working days following the review meeting. COUNTY shall provide any additional comments on the design within ten (10) working days following the review meeting. ENGINEER shall address all comments prior to the next review meeting.

- Deliverable: Project review meetings and comment matrices.

E. Develop Elements of PEL Study: Evaluate and define the travel corridor boundaries and logical termini to be considered in the NEPA process. In coordination with cooperating agencies and relevant stakeholders, draft a purpose and need statement for the project to be used in the NEPA review process. Development of the Purpose and Need statement will begin following the first month after notice to proceed and will follow the project's communication and coordination plans to assure the statement is appropriately vetted and accepted by all agencies, as required by the state's Environmental Planning and Federal Highway Association (FHWA) PEL guidance. Draft applicable performance measures and screening criteria for the PEL study, following best available industry standards. Conduct broad multidisciplinary consideration of potential effects on the human and natural environment, to the extent they can be meaningfully evaluated at the time and that they will help inform decisions regarding alternatives that will advance for further study. Propose specific mitigation strategies or recommend additional analysis to identify ways to avoid or reduce potential impacts prior to initiating the environmental review. Evaluate each design alternative with specific engineering analyses and considerations. Use information gathered from the public survey and multidisciplinary analysis to refine the alternatives and potentially narrow the focus of the alternatives to be evaluated in the environmental document.

- Deliverable: Draft Purpose and Need Statement.
- Deliverable: Draft Performance Measures and Screening Criteria.
- Deliverable: Refined Alternatives.

F. Document, Circulate, and Finalize PEL Study: Document existing and future conditions, design assumptions and engineering analyses, build alternatives, resource impacts, estimated costs and public process. Review draft PEL report with County staff and distribute a revised draft to the Director for review and comment. Circulate the draft to the cooperating agencies and to the public, for review and comment. Evaluate and incorporate responses. Finalize the PEL study for use by the County and FHWA, as appropriate.

- Deliverable: Draft and Final PEL Study.

G. Public Outreach: Develop outreach strategy, and public involvement plan (PIP) in coordination with Clark County. Oversee the implementation of the PIP, materials development, and outreach tracking activities in support of the PEL report.

Two public meetings are anticipated – one to present the purpose and need statement and another to share the draft screening results and gather further input to finalize the initial screening step. Notice for public meetings will be advertised at least two weeks in advance, and public meetings will be offered in a hybrid approach with both a physical location and virtual option (with call-in number) offered for participation. The project team will adhere to local guidance regarding in-person meetings and transition planned meetings to an exclusively virtual format as needed. Meetings will also be recorded and posted to the study website to allow for viewing later and additional public comment.

- Deliverable: Public Involvement Plan
- Deliverable: Two (2) Hybrid public meetings

H. Website: Develop and host a project website. Work with the County in developing an online presence that will help advance the study’s engagement goals, overall project goals, and keep the community informed about past and future engagement opportunities throughout the duration of the project. Work with the County to create an identity for the project through the utilization of project branding and a color palette that will be complementary to Clark County’s established style guide. The website will be hosted for up to eighteen (18) months and will be translated up to three (3) languages. The website will also host two (2) virtual meetings/open house rooms where the public can visit to learn about the project in an immersive environment.

The project website will include the following content sections and features: Home page, project summary, FAQs, project documents, public involvement information, contact us, events/announcements.

In addition to a robust project website the Consultant will also create a virtual meeting room to host a series of open house events. The open house rooms will be updated in conjunction with the in-person public meetings. A virtual public meeting will be hosted through Zoom or a similar platform of the County’s choosing, and the Consultant will create a registration site for meeting attendees to pre-register for the meeting. Pre-registering would be optional for attendees. The Consultant will collaborate with the City on final content sections of the website.

The virtual meeting room/open house will include a project summary, project information station areas, attendee sign-in, and instructions on how to navigate the site. The virtual meeting room will be developed in collaboration with the County and Consultant technical team and will be selected from a series of already developed rooms.

- Deliverables: The project website with three (3) updates. One (1) virtual meeting room with three (3) website updates

I. Outreach/Communication Materials: The Consultant will work closely with County staff to create, prepare, lay out, and distribute communications materials to Elected Officials, media outlets, property owners and tenants, businesses, neighborhood community leaders, EMS providers, Chambers of Commerce (Las Vegas, Ethnic, and related trade organizations), local school districts (public, charter, private schools, and day care centers), religious organizations, non-profit organizations, and other stakeholders.

The Consultant will prepare the following communication materials:

- a. **FAQs:** The Consultant will develop a succinct list of questions and answers based on the common concerns and topics that arise from stakeholder communication. The FAQs will be posted on the project website and will be used for key messages. FAQs will be provided in both English and Spanish. The FAQs will be added and updated through the duration of the project including two (2) updates and up to thirty (30) FAQs.
- b. **Project Fact Sheets:** Draft, design, and distribute online up to three (3) fact sheets. The fact sheet will include project overviews and updates, PEL schedule, contact information, and the role of public involvement. The Consultant will prepare one (1) initial fact sheet with two (2) additional updated fact sheets. Fact sheets will be provided in both English and Spanish. Fact sheets will be a single page, two-sided.
- c. **Social Media:** A social media calendar will be created by the Consultant which will include up to thirty-six (36) posts (text and graphics) for the County to share on their social media channels. The Consultant will create up to two (2) social media posts per month for fifteen (15) months and create six (6) social media posts that will be shared in conjunction with the public meetings. The Consultant will produce project photos/graphics to be used in both social media posts and on the website.
- d. **MetroQuest:** The Consultant will create and distribute one (1) MetroQuest survey in English and Spanish. This survey will be used between the purpose and need and draft screening meetings. The purpose of this survey will be to obtain public comments and feedback on issues, objectives, key topics or priorities. Participants will be able to use a Google Map interface to post icon markers to areas of interest/concern and demographic information will be collected. The MetroQuest survey will be distributed electronically and will be shared through email blasts, QR codes on project materials, and through Social Media posts. The Consultant

will extract information from the MetroQuest survey into one (1) final survey report.

Deliverables:

- FAQ document with two (2) updates
- Three (3) project fact sheets
- Social media calendar with up to thirty-six (36) social media posts
- MetroQuest survey in English and Spanish and final survey report

J. Utility Research: Utilities shall be located and shown on the preliminary plans based on utility agency supplied information and other information including, but not limited to research of as-built and current development plans, and field verification by the ENGINEER.

Provide utility companies and governmental agencies with concept level plans for the Project, and other information concerning the potential adjustment of utility facilities necessary to construct the Project; all correspondence between utilities and ENGINEER to be copied to the Director. Document potential utility conflicts.

- Deliverable: Potential utility conflicts shown on preliminary plans.

K. Quality Control/Quality Assurance: Perform quality control/quality assurance reviews, for all submittals, and make all corrections and/or revisions on all reports, drawings and any other documents prior to submittal to the Director for review and comment. All submittals made to the Director shall include a letter from the ENGINEER certifying that all quality control/ quality assurance reviews have been performed by the ENGINEER and corrections made prior to submitting to the Director. Upon request by the Director, Consultant shall furnish a copy of the quality control/quality assurance review set of reports and drawings.

- Deliverable: Quality control/quality assurance letter certifications. Assurance review set of plans and drawings, upon request.

L. Development Coordination: Review design drawings for concurrent developments within Project limits for conformance with proposed design improvements. Perform coordination with adjacent property owners, developers and their representatives as requested by the Director. Coordination shall continue throughout the preliminary design process.

- Deliverable: Review comments on improvement drawings for adjacent development projects. Documentation of correspondence with adjacent property owners, developers and their representatives.

M. Research: Conduct research, obtain and review previous reports, prior studies, off-site improvement plans, and other information pertaining to the Project.

N. Project Site Visits: Conduct a visual survey of the Project site and the immediate Project site vicinity. The site visits will also include an inventory of all potential impacts to design and report on any indications of potential contamination or contamination generators that would require environmental mitigation.

Prepare a digital photographic record of the existing conditions of the Project site. The digital photos shall be high resolution and date-stamped.

- Deliverable: DVD copy of the digital photos of existing conditions.

O. Topographic Base Mapping: The Surveyor will set and establish horizontal and vertical for aerial control. The Horizontal Control information will be collected utilizing either GPS or Conventional methods (depending on field conditions). The Surveyor will also conduct research of all applicable Federal, State and local records necessary in order to locate public benchmarks near the site and establish Vertical Control. The Vertical Control information will be collected utilizing either GPS or Conventional methods (depending on field conditions). The final deliverable to be in Nevada State Plane East Zone-Grid.

- Deliverables will consist of a hard-copy plot and a DVD or Flash Drive containing the DTM information used for the generation of topographical information, the contour information, planimetric detail, the .tfw image limit file, orthophoto TIFF image and .dwg image limits file which will allow for bringing the image into its proper coordinate position.

- Final delivery of the digital information will be supplied in AutoCAD.

P. Special Service Recommendations: Present recommendations to the Director as to the advisability of, or the need for, any of the Special Services as set out in Section 2.03 hereof; and upon approval of such services by the Director, plan and supervise such services in relation to the ENGINEER's other tasks.

- Deliverable: Written recommendations of Special Services.

Q. Conceptual Drainage Analysis: Obtain and review existing drainage studies on file with Clark County. Review the current Clark County Regional Flood Control District (CCRFCD) Las Vegas Valley Flood Master Plan Update to identify offsite flows tributary to the Project. Develop conceptual offsite and onsite collection system layouts for the proposed freeway, ramps, frontage roads and local roads. The offsite collection will be evaluated in accordance applicable CCRFCD and Regional Transportation Commission of Southern Nevada (RTC) criteria (e.g., 10-year dry lane and 100-year flood flow criteria). Onsite collection for the freeway and ramps will be

evaluated in accordance with applicable Nevada Department of Transportation (NDOT) Criteria. Onsite collection for the frontage roads and local streets will be evaluated in accordance with RTC criteria. Prepare a Conceptual Drainage Study for the Project in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual and NDOT Drainage Manual.

- R. Conceptual Structural Evaluation:** For the Project area, perform conceptual structural evaluation and identify the improvements needed for bridges and retaining walls and associated cost elements.
- S. Right-of-Way Engineering:** For the Project area, perform research and provide GIS Right-of-Way line work from Clark County GIS-Data Base.
- T. Construction Cost Estimate:** Prepare comparative cost estimates of alternatives and preliminary cost estimates of recommended improvements; such estimates to be based on the best available data.
- Deliverable: Comparative cost estimates for alternatives and preliminary cost estimates of recommended improvements.
- U. Preliminary Plans:** After receiving written authorization from the COUNTY, the ENGINEER will prepare 15% level of completion preliminary design plans for Alternative 1 - Split Diamond and Alternative 2 - Diverging Diamond interchange as presented in the Feasibility Study.

The preliminary design plans to be submitted will include the cover sheet, sheet layout and index of drawings, legend and abbreviations, general notes, estimate of quantities, typical sections, roadway construction plans, profiles, utilities plans, drainage plans, and signing/stripping/ITS plans.

The ENGINEER and COUNTY will participate in a Preliminary Design Review Meeting which will include a thorough review of the entire Project. The ENGINEER will be responsible for taking notes and documenting comments made during the meeting. The comments from the meeting shall be put into a comment matrix and submitted with resolutions prior to the next plan submittal.

- Deliverable: Six (6) scalable (to a standard engineering scale) sets of plans at half size (11" x 17") and/or full-size (24" x 36") as determined by the Director and six (6) copies of Construction Cost Estimate, Utility Conflict Schedule, QC/QA letter, and prior review comment responses.
- Deliverable: An electronic copy of all deliverable items shall be submitted in .pdf matrix (300 dpi) format or other appropriate format.

- V. Traffic Study Update:** Update the Traffic Forecasts in the Feasibility Study to include traffic scenarios for Year 2045 base (Existing 6 lane freeway), Year 2045 Build (additional general purpose lanes), Year 2045 Alternative 1 – Split Diamond, and Year 2045 Alternative 2 – Diverging Diamond.

2.03 Special Services

The ENGINEER understands and agrees that execution of this Contract is not authorization to perform any work as specified in Section 2.03 Special Services.

The ENGINEER shall submit a written request to the Director for each Special Service desired to perform. The written request shall include a detailed description for the work to be performed, an amount “not to exceed” for each Special Service to be performed, and the time of performance to complete the Special Service. The ENGINEER shall perform the following Special Services if, as, and when approved in writing by the Director in the amount “not to exceed” and time period approved by the Director. Compensation will only be provided for work completed as authorized in writing by the Director up to the total maximum amount for the Special Services listed below as specified in Section 5.02:

- A. Provide additional design and related services in the event the Director finds it necessary to perform additional work not specified in Section 2.02, but required for and related to the Project.
- B. Provide additional planning and environmental related services in the event the Director finds it necessary to perform additional work not specified in Section 2.02, but required for and related to the Project.
- C. Perform additional research and obtain certified copies of additional deeds, title reports, and data depicting property ownerships within the proposed additional road right-of-way/easement and prepare a right-of-way map depicting all properties within the added Project limits in the form prescribed by the COUNTY and containing the information called for in Exhibit “B” attached hereto and made a part hereof by this reference. Perform and prepare additional individual acquisition maps and legal descriptions of additional right-of-way acquisitions and temporary construction easement maps in the forms prescribed by the COUNTY and containing the information called for in Exhibit “B” attached hereto and made a part hereof by this reference.
- D. Obtain P.L.S. stamp certified topographic mapping of the additional Project area in sufficient detail and coverage to prepare construction plans and other studies for the Project.

- E. Utility Potholing – Excavate and expose utilities, at additional ENGINEER recommended pothole locations per the requirements of Basic Services.
- F. Assist the COUNTY as an expert witness in any litigation with third parties or administrative proceedings arising in relation to the Project.

2.04 Coordination

In association with the Basic Services and upon request of the Director, the ENGINEER shall set up and attend periodic meetings with City, COUNTY, and State and federal officials designated by the Director as well as interested citizens. Such meetings will include the design conferences, design progress meetings, public meetings and hearings, and general information meetings for interested citizens.

2.05 Approvals Required

For the plans, the ENGINEER shall obtain the approval and signature of authorized representatives of the public utilities and governmental agencies affected by the Project, in addition to the signatures of COUNTY officials indicated on the COUNTY's standard title block formats and drawings, if applicable.

2.06 Engineer's Responsibility for Accuracy

ENGINEER is responsible for the accuracy on their drawings, plans, calculated quantities, and proposals furnished by the ENGINEER under this Contract.

ARTICLE III: DUTIES OF THE COUNTY

3.01 Other Duties

- A. Provide access to the ENGINEER for all data and allow the ENGINEER to make copies of documents in the possession and control of the COUNTY Public Works Department, or available to the COUNTY Public Works Department, which are requested by the ENGINEER to perform its engineering services under this Contract.
- B. Perform and provide to the ENGINEER, evaluations on the ENGINEER's performance of the work specified herein. Evaluations will be made at the 60% level of completion of the ENGINEER's work and after finalization of the PEL study.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

Subject to Section 4.02 hereof, the ENGINEER shall complete the following specific tasks, and all the work preceding such tasks on or before the date set out below:

<u>TASK</u>	<u>DESCRIPTION</u>	<u>COMPLETION TIME</u>
2.02 A	Kickoff Meeting	Within 14 calendar days following the receipt of the notice from the Director to begin work under this Contract.
2.02C	Initial PEL Study Planning	Within 45 calendar days following the receipt of the notice from the Director to begin work under this Contract..
2.02E	Develop Elements of PEL Study	Within 12 months following the receipt of the notice from the Director to begin work under this Contract.
2.02F	Document, Circulate, and Finalize PEL Study	Within 4 months following receipt of comments from the Director on the Elements of the PEL Study Submission and written authorization, pursuant to Section 2.02E.
2.02G	Public Outreach	Within 90 calendar days following the receipt of the notice from the Director to begin work under this Contract submit the Public Involvement Plan.
2.02H	Website	Within 9 months following the receipt of the notice from the Director to begin work under this Contract Create and Host the Website and Virtual Meeting Site.
2.02I	Outreach/Communication Material	Within 8 months following the receipt of the notice from the Director to begin work under this Contract.
2.02O	Topographic Base Mapping	Within 45 days following the receipt of the notice from the Director to begin work under this Contract.
2.02U	Preliminary Plans	Within 22 months following the receipt of the notice from the Director to begin work under this Contract.

2.02V	Traffic Study Update	Within 4 months following receipt of agency comments on the traffic model presented in the Feasibility Study.
2.03	Special Services	Within time period as specified by the Director.

Except as provided above the ENGINEER shall complete all other Basic Services and authorized Special Services by the end December 31, 2024, unless the Board of County Commissioners amends such date in writing.

4.02 Time Extensions

Upon written request of the ENGINEER, the Director may grant time extensions to the extent of any delays caused by the COUNTY or other agencies with whom the work must be coordinated and over whom the ENGINEER has no control, but only to the extent that the exercise of due diligence and care, on the part of the ENGINEER, within the scope of its work under this Contract could not have avoided such delays and to the extent of any delays caused by force majeure, as that term is defined in Section 9.12 hereof.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Services fees plus the Special Service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the total amount payable to the ENGINEER under this Contract or in connection with the subject matter of this Contract, exceed the sum of One Million Nine Hundred Ninety-Six Thousand Five Hundred and 00/100 Dollars \$1,996,500.00 for the Basic Service fees, and Two Hundred Ninety-Five Thousand and 00/100 Dollars (\$295,000.00) for Special Services fees, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

The ENGINEER is not authorized to perform any work outside the Scope of Services. Compensation will be only for work completed as authorized by the Scope of Services. Any changes to the Scope of Services must be approved by the Director in writing prior to the commencement of work as a supplement to this Contract. No additional compensation shall be paid to the ENGINEER for any additional work outside scope of services without the prior written authorization of the Director.

5.02 Basic Services and Special Services Fees

Compensation for the engineering services provided herein will be made on the basis of ENGINEER's direct salary, times a multiplier not to exceed of 2.73 plus direct non-salary expenses, plus actual approved subcontractor or subconsultant costs. The ENGINEER shall provide certified payrolls and Federal or State audited overhead rates at the Director's request.

Direct non-salary expenses incurred by the ENGINEER for work done under this Contract eligible for reimbursement by the COUNTY are as specified below:

- A. Identifiable reproduction costs applicable to the work, such as printing, binding, and related expenses.
- B. Identifiable communications expense, such as long-distance telephone, overnight delivery charges (FedEx, UPS) and postage.
- C. Subconsultant or subcontractor services provided the COUNTY has given written prior approval for such service.

The Basic Services and Special Services fees shall not be paid to the ENGINEER unless the Director approves the purpose and the amount of such fees in writing.

In no event may the fees exceed the following Basic Services and the Special Services fees shown below in purposes or amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Basic Services 2.02	\$1,996,500.00
Special Services 2.03	\$295,000.00
Grand Total Basic and Special Services	\$2,291,500.00

5.03 Method of Payment for Basic Services and Special Services Fees

The ENGINEER will be paid on the basis of monthly invoice, submitted by the ENGINEER and approved by the Director. The ENGINEER shall invoice on a monthly basis regardless of the amount of work performed in the preceding month. The invoice shall include a summary of work completed by the ENGINEER during the preceding month. Additionally, the ENGINEER shall furnish with each invoice a summary of work performed during the invoice period. Within thirty (30) days of receipt of an invoice, the Director shall approve, or reject with cause, the invoice. The approved invoice shall then be reduced by 5%; such 5% representing a retention. The 95% not retained shall be paid to the ENGINEER after receipt of an approved invoice, as set forth below. Failure of the

ENGINEER to provide a monthly invoice may result in the invoice payment being rejected by the COUNTY.

Fees shall be invoiced in the months which follow performances of such services and shall be paid by the COUNTY within sixty (60) days after receipt of an invoice submitted by the ENGINEER and approved by the Director unless the Director notifies the ENGINEER within such period of time that a payment or a portion thereof for the services rendered is in dispute. The COUNTY agrees that it will not unreasonably delay or withhold payment or approval of any invoice submitted by the ENGINEER.

At the sole discretion of the Director, in consultation with the ENGINEER, the retention shall be paid to the ENGINEER one hundred twenty (120) days after notice from the Director of satisfactory completion of Basic Services or after completion of 50% of the construction contract value or at such earlier time as the Director deems appropriate. The ENGINEER shall submit an invoice request payment of retention for approval by the Director. No interest will be paid on retention, but not withstanding the release of retention, the ENGINEER shall continue to be responsible for its obligations under this agreement, including, but not limited to, any errors and omissions under the terms of this Contract.

The parties hereby agree that no penalty will be imposed upon the COUNTY for failure to pay the ENGINEER in a timely manner nor will the COUNTY require a discount for timely payment in accordance with the terms set forth in this Contract.

ARTICLE VI: DESIGN CRITERIA; APPROVALS

6.01 Design Criteria

The ENGINEER shall employ design criteria established by the most recent publications of the American Association of State Highway and Transportation Officials (AASHTO) and standards established by the current policies and procedures of the Regional Transportation Commission of Southern Nevada, as well as those adopted by the Clark County Board of Commissioners. These shall include the most recent editions of the following publications:

- A. A Policy of Geometric Design of Highways & Streets and American Association of State Highways & Transportation Officials (AASHTO).
- B. Bridge Design Specifications, American Association of State Highways & Transportation Officials. Load and Resistance Factor Design (AASHTO LRFD).
- C. Uniform Standards Specifications for Public Works' Construction of Off-Site Improvements, Clark County, Nevada, Regional Transportation Commission of Southern Nevada.

- D. Uniform Standard Drawings for Public Works Construction of Off-Site Improvements, Clark County Area, Nevada Volumes I and II.
- E. Manual on Uniform Traffic Control Devices for Streets and Highways, Federal Highway Administration, U.S. Department of Transportation.
- F. Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District.
- G. Drainage Manual, Nevada Department of Transportation.
- H. Standard Specifications for Road and Bridge Construction, State of Nevada Department of Transportation.
- I. Standard Plans for Road and Bridge Construction, State of Nevada Department of Transportation, English edition.
- J. Standard Highway Signs, Nevada Supplement, State of Nevada Department of Transportation, English edition.

6.02 Approvals

An approval by the Director, or any other instrumentality of the COUNTY, of any part of the ENGINEER's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than that established by law unless such approval is in writing and expressly refers to:

- A. Specific items and the characteristics of such items subject to such a waiver; and,
- B. This Article VI, and in such event, such a waiver shall only be effective as to the specific items and the characteristics thereof identified in the writing.

The COUNTY's approval herein shall not relieve the ENGINEER of its responsibility to correct errors on the drawings, plans, studies and proposals furnished by the ENGINEER under this Contract, and no payment to the ENGINEER will be made by the COUNTY for correction of such errors.

ARTICLE VII: TERM AND TERMINATION

7.01 In General

This Contract shall be in force and effect from and after the day on which the Director gives notice to the ENGINEER to begin work under this Contract under Section 2.02

above. This Contract shall remain in effect until one (1) year from the date listed in Article 4.01. This section shall not be construed to relieve either party of its obligations to perform under this Contract while the Contract is in effect. Termination of this Contract shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this Contract or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which a cause of action arising out of this Contract, or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

7.02 Termination by the COUNTY

The Director may terminate this Contract at any time by giving thirty (30) days notice in writing to the ENGINEER. Upon receipt of such notice, the ENGINEER shall, unless the notice directs otherwise, immediately discontinue all services in connection with this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement showing in detail the services performed under this Contract to the date of termination. The COUNTY shall then promptly pay the ENGINEER that portion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less such payment on account of the fee as had been previously made.

ARTICLE VIII: INSURANCE

8.01 In General

The ENGINEER shall obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property or other losses which may arise from or in connection with the ENGINEER's negligence or fault in the performance of the work hereunder by the ENGINEER, the ENGINEER's agents, representatives, employees, or subcontractors of any tier.

8.02 Insurance Coverages

The ENGINEER will provide the COUNTY with certificates of insurance for coverage as listed below and endorsements establishing coverage required by this Contract within ten (10) calendar days after approval of this Contract by the Clark County Board of Commissioners. The certificate of endorsement for each insurance policy is to be signed by a person authorized by that insurer and licensed by the State of Nevada, and shall include the Project name on the certificate.

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00) without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance. Any notice given to the ENGINEER with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company's rating, as shown in the latest "Best's Key Rating Guide" shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the ENGINEER, including the rating and financial health of each insurance company providing coverages, is subject to approval by the COUNTY.

The insurance coverages are in the following amounts:

- A. The ENGINEER will maintain general liability coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an "occurrence" basis only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as "additional insureds."
- B. Maintain automobile coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit "per accident" for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile. The COUNTY, its officers, its employees, and its designated volunteers must be expressly covered as "additional insureds."
- C. Maintain professional liability insurance at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and to insure against claims or losses arising out of the services provided by the ENGINEER, the ENGINEER's agents, representatives or employees pursuant to the ENGINEER's contract with the COUNTY. "Claims made" insurance coverage will continue for a period of three (3) years beyond the term of this Contract. Any retroactive date must coincide with or predate the date of this Contract and may not be advanced without the COUNTY's consent. The ENGINEER's professional liability insurance must provide coverage for the ENGINEER's subcontractor if the

subcontractor does not maintain professional liability insurance in the same amounts and manner as required for the ENGINEER.

8.03 Additional Coverage

The ENGINEER's insurance shall be primary as respects to the COUNTY, its officers, its employees, and its volunteers. Any other coverage available to the COUNTY, its officers, its employees, and its volunteers shall be in excess over the insurance required of the ENGINEER. The insurance requirements specified herein do not relieve the ENGINEER of his responsibility or limit the amount of the ENGINEER's liability to the COUNTY or other persons, and the ENGINEER is encouraged to purchase such additional insurance as the ENGINEER deems necessary.

8.04 Notice of Cancellation

The insurance certificates supplied by the ENGINEER must provide for a thirty (30) day notice to the COUNTY before implementation of a proposal to cancel required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. In addition, the ENGINEER shall notify the COUNTY within thirty (30) days of any reduction in coverage or limits.

8.05 Special Conditions

- A. ENGINEER agrees, as a condition precedent to the performance of any work under this Contract and as a precondition to any obligation of COUNTY to make any payment under this Contract, to provide COUNTY with a certificate issued by the Employer's Insurance Company of Nevada in accordance with NRS Section 616B.627. Prior to the expiration of such coverage, ENGINEER shall provide COUNTY with proof of continued coverage as a condition precedent to the continuation of work and payments under this Contract.
- B. ENGINEER agrees to maintain coverage for industrial insurance pursuant to the terms of NRS Chapter 616 throughout the term of this Contract. If ENGINEER does not maintain such coverage, or fails to provide proof of continued coverage, ENGINEER agrees that COUNTY may withhold payment, order the ENGINEER to stop work, suspend the Contract or terminate the Contract.

8.06 COUNTY's Remedies

If the ENGINEER fails to maintain any of the insurance coverages required under this Contract, the COUNTY will have the option to:

- A. Terminate the Contract;
- B. Declare the ENGINEER in breach of Contract;

- C. Purchase replacement insurance; or
- D. Pay the premiums that are due on existing policies in order that the required coverage may be maintained.

The ENGINEER is responsible for any costs incurred by the COUNTY to maintain such insurance, and the COUNTY may collect the same from the ENGINEER or deduct the amount of costs incurred from any sums due the ENGINEER under this Contract.

ARTICLE IX: MISCELLANEOUS PROVISIONS

9.01 Indemnification

Professional Liability:

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

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

ENGINEER will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the COUNTY 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 COUNTY.

General and Automobile Liability:

As to acts or omissions which do not arise directly out of the performance of the professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, employees from and against any and all losses, damages, fines, liability, claims, demands, causes of action, costs, expenses, judgments, including but not limited to reasonable costs of investigation, reasonable attorneys fees and expenses, reasonable consultants' fees and expenses, reasonable expert witnesses' fees and expenses and all court or arbitration or other alternative dispute resolution costs.

Furthermore, this entire Section 9.01 survives any termination or completion of this Contract.

9.02 Non-Discrimination

ENGINEER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. ENGINEER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the COUNTY may declare the ENGINEER in breach of the Contract, terminate the Contract, and designate the ENGINEER as non-responsible.

9.03 Engineer's Responsibility for Services and Materials

Until the COUNTY's acceptance of the services performed by the ENGINEER the ENGINEER shall have the charge and care of the services and of the materials to be used herein and shall bear the risk of injury, loss and/or damages to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the services. The ENGINEER shall rebuild, repair, restore and make good all injuries, losses and/or damages to any portion of the services to be performed or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof.

9.04 Independent Contractor

The relationship of the ENGINEER to the COUNTY shall be that of an independent contractor.

9.05 Business Structure and Assignments

The ENGINEER shall not assign this Contract or dispose of all or substantially all of its assets without the written consent of the Clark County Board of Commissioners.

9.06 Subcontractors

The ENGINEER shall not subcontract any part of its performance under this Contract without the written consent of the Director. Subcontractor shall carry insurance coverage equivalent to the ENGINEER.

9.07 Parties and Interests

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the COUNTY and the ENGINEER only.

9.08 Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the fault or failure of performance, shall not be considered a waiver of the right to insist upon and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future default or failure of performance.

9.09 Applicable Laws

This Contract is subject to all the laws of the State of Nevada, the ordinances of the County of Clark, Nevada, the laws of the federal government of the United States of America, and all of the rules and regulations of any regulatory body or officer having jurisdiction.

9.10 Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit in a United States Postal Service Post Office receptacle with proper postage affixed (certified mail, return receipt requested) to the respective other party at the address prescribed in the preamble to this Contract.

9.11 Property: Copyrights

The ENGINEER shall furnish to the COUNTY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Director, design computations, design sketches and review drawings) prepared pursuant to this Contract (hereinafter collectively referred to as "Documents"). The originals of such Documents shall be and remain the property of the COUNTY.

All of such Documents shall be deemed to be "works made for hire" prepared for the COUNTY. The ownership of all copyrights and all rights embodied in the copyrights in

or to such Documents shall rest in the COUNTY when any such is subject to copyright. The ENGINEER agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The ENGINEER further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Clark County Board of Commissioners. The ENGINEER shall place a conspicuous notation upon each such Document which indicates that the copyright thereto is owned by the COUNTY.

Should it be finally determined, by a court or other tribunal of competent jurisdiction, that any of such Documents is not a "works made for hire," it is agreed that the provisions of this section shall be termed an assignment, sale, and transfer of the copyright in or to such Document to the COUNTY for the longest term allowed by law. Notwithstanding the foregoing, the ENGINEER may retain copies of such Documents and such copies shall remain the property of the ENGINEER. The ENGINEER shall have the right to use such copies as it may desire, but the ENGINEER may not sell, license, or otherwise market such Documents.

Documents, including drawings and specifications prepared by ENGINEER pursuant to this Contract, are not intended or represented to be suitable for reuse by COUNTY or others on extensions of the services provided for the Project or any other Project. Any use of completed Documents for other projects and/or any use of uncompleted Documents without specific written authorization from ENGINEER will be at the COUNTY's sole risk and without liability or legal exposure to ENGINEER.

9.12 Force Majeure

In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Contract, it is agreed that on such party's giving notice of the particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any disabilities so caused as to the extent provided, but for no longer period. Such cause shall, as far as possible, be remedied with all reasonable dispatch. In such an event, the ENGINEER shall provide an updated schedule satisfactory to the COUNTY for the completion of the remaining work called for under this Contract.

The term "force majeure" as used herein, shall include acts of God, acts of the public enemy, war, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, and restraints of government and people, explosions, breakage and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided. The term "force majeure" as used herein, does not include strikes, lockouts, work slowdowns, and other labor disturbances.

9.13 Inspections and Audits

The Director shall have the right to perform, or cause to be performed, audits of the books and records of the ENGINEER and inspections of all places where work is undertaken in connection with this Contract provided that the ENGINEER shall not be required to keep such books and records longer than three (3) years after the termination of this Contract.

9.14 No Gratuities or Gifts

The ENGINEER, or agent/representative of the ENGINEER, shall not offer or give any gratuities (in the form of entertainment, meals, gifts, or otherwise) to any officer or employee of the COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.

9.15 Entire Agreement

This Contract contains all of the agreements of the parties.

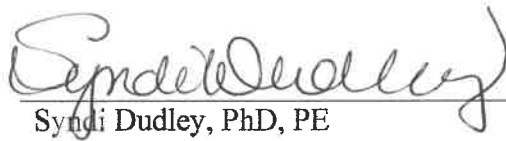
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties have executed this Professional Engineering Services Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

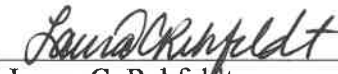
WSP USA INC.

Randall J. Tarr
Deputy County Manager



Syndi Dudley, PhD, PE
Vice President

APPROVED AS TO FORM:



Laura C. Rehfeldt
Deputy District Attorney

EXHIBIT “A”

MAXIMUM DIRECT SALARY OF THE ENGINEER’S EMPLOYEES STANDARD RATES

CLASSIFICATION	DIRECT SALARY (Not to Exceed) (Standard Rates)
Principal/Associate	\$145.00
Project Manager	\$130.00
QC Manager/Advisor	\$120.00
Senior Civil Engineer	\$120.00
Civil Engineer	\$90.00
Senior Structural Engineer	\$120.00
Structural Engineer	\$90.00
Engineering Tech/Jr Engineer	\$80.00
Technician/Developer	\$80.00
Project Assistant	\$70.00
Senior Environmental Manager	\$115.00
Environmental Specialist	\$100.00

EXHIBIT “B”

RIGHT-OF-WAY MAPS, LEGAL DESCRIPTIONS, INDIVIDUAL ACQUISITION MAPS, AND TEMPORARY CONSTRUCTION EASEMENT MAPS

RIGHT-OF-WAY MAPS

Right-of-way-maps shall be 24" x 36" sheets to a scale of 1" = 100'. A roll plot of the right-of-way maps shall also be provided, with a width of approximately 9"-11", length of five (5) feet, a scale not to exceed 1" = 100' but clearly legible, and a heading with the roadway name and to/from streets. If necessary to accommodate the entire corridor, more than one sheet of the roll plot can be provided, or the length of the plot allowed to exceed five (5) feet. Coordinate specific requirements of the roll plot with the Project Manager prior to submission.

The right-of-way maps and roll plot shall include the following information as a minimum:

1. Project alignment information for section lines and sectional ties.
2. Subdivision map references; section and section subdivision (aliquot) part reference.
3. Existing encroachment conflict improvements and improvements in acquisition areas and immediately adjacent thereto.
4. Existing and proposed right-of-way lines; with right-of-way widths, (right-of-way acquisition area to be shaded).
5. Property lines, together with the recorded document reference that created the property line, and/or the current vesting document by its recorded reference.
6. Recorded document reference for existing rights-of-way, roadway and utility easements, and patent reservations.
7. Tax parcel numbers and owner's names for all parcels from which right-of-way may be required; tax parcel numbers only for all other parcels shown.
8. Street names, together with street widths.
9. Curve data to include radius, delta, arc length and tangent.
10. Legend.
11. City limits of municipalities.
12. Property schedule; property owner, and on parcels which require additional right-of-way provide acquisition areas in square feet and acres.
13. Basis of bearing.
14. North arrow.
15. Maps shall be signed and sealed by a Nevada licensed professional land surveyor (P.L.S.)
16. Acquisition schedule; detailing acquisition progress at the time of all plan submittals.

LEGAL DESCRIPTIONS

P.L.S. shall prepare legal descriptions in compliance with Nevada Revised Statutes Section 625.790. All legal descriptions and exhibits submitted for the acquisition of right-of-way shall include a signed cover letter or memo, on the ENGINEER's letterhead, stating that "all text,

drawings, and calculations have been checked, are accurate and in compliance with the requirements contained in the engineering services contract”

INDIVIDUAL ACQUISITION MAPS

Individual acquisition maps shall be 8 ½ " x 11" maps for all properties from which right-of-way is required. Individual acquisition maps shall include:

1. Tax parcel number and owner’s name.
2. Subdivision map references, sectional and/or subdivision (aliquot) part references.
3. Existing and proposed right-of-way lines, with right-of-way widths.
4. Dimensions and bearings of the acquisition area.
5. Acquisition area to be shaded.
6. Existing cultural topo. Show contour lines only if appropriate.
7. Parcel areas in square feet and acres: total area, acquisition areas, remainder area, and area under existing improvements shall be indicated.
8. North arrow and scale.
9. U.S.A. patent reservations and area of right-of-way acquisition within U.S.A. patent reservation.
10. Listing of reference documents used to construct the map.
11. Existing improvements within the acquisition area and immediately adjacent thereto; all improvements shall be identified and dimensioned, as appropriate.
12. All property lines of the subject parcel together with the recorded document reference that created the property lines and/or the current vesting document by its recorded reference.
13. Existing easements of record within the acquisition area, with recording reference.
14. Curve data, including radius, delta, arc length and tangent.
15. Street names, together with street widths.
16. Maps shall be signed and sealed by a Nevada licensed professional land surveyor.

TEMPORARY CONSTRUCTION EASEMENT MAPS

Temporary construction easement maps shall be individual 8 ½" x 11" maps and shall include all data required for Individual Acquisition Maps including section views showing existing and proposed improvements, and indicating horizontal and vertical dimensions and purpose of the required easement.

All legal descriptions and exhibits submitted for the acquisition of right-of-way shall include a signed cover letter or memo, in the ENGINEER’s letterhead, stating that “all text, drawings, and calculations have been checked, are accurate and in compliance with the requirements contained in the engineering services contract”

EXHIBIT “C”

RECORD OF SURVEY

The ENGINEER will cause a professional land surveyor to provide the following services for the Project:

Establish horizontal alignment for the Project and file a Record of Survey in the Office of the County Recorder. The Record of Survey will comply with the requirements of Nevada Revised Statutes 625.350 and Nevada Administrative Code 625.650 through 625.720, or as determined by the county surveyor, and will also contain the following information:

1. Bearings of the centerline of legal rights-of-way for all streets to be constructed and extending centerline bearing beyond construction area a minimum of one half mile or to the next quarter section or full section line.
2. Bearings of the centerline of legal rights-of-way of all intersecting streets at which curb returns exist or will be constructed by the Project.
3. Ground distances along the centerlines of legal rights-of-way between intersections and descriptions of monuments used to control this alignment.
4. Ground distances to and descriptions of monuments controlling the centerlines of legal rights-of-way on intersecting streets.
5. Relationship to government land corners if right-of-way alignment is not coincident with sectional land lines.
6. The statement that: “This field survey was performed to establish and memorialize the legal rights-of-way and/or boundary limits for the construction of the Project that all intersections and other control points for the Projects will be monumented in accordance with applicable State statutes and local ordinances at the completion of roadway construction.”
7. Seal; date and signature of a State of Nevada registered professional land surveyor.
8. Description of all monuments both found and set. Monuments set must be sufficient in number, durability, and placement so as not to be easily disturbed and to ensure, together with monuments already existing, the perpetuation of facile reestablishment of any point or line of the survey.
 - A. Where an “offset” centerline alignment is to be used, the “offset” centerline shall be tied along the alignment to aliquot part corners. The “offset” centerline shall be so labeled on the Record of Survey.
 - B. Verify vertical control, checking existing bench marks against other COUNTY bench marks in the area to insure their reliability. Establish sufficient construction benches proximate to the construction to facilitate satisfactory completion of the Project. All vertical control will be based on the North American Vertical Datum of 1988.
 - C. Before causing the Record of Survey to be recorded, the ENGINEER must receive a written notice of acceptance from the County Surveyor.

EXHIBIT “D”

UTILITY COORDINATION & LOCATION IDENTIFICATION

The following description of the designation and locating phases are not intended to be comprehensive or inclusive, but is provided as a general outline of the work that is expected by the ENGINEER.

Phase I – Designating: For the purpose of this section “Designating” shall mean the process of using geophysical methods to determine the presence of a subsurface utility and mark its location using acceptable survey standards. SUE services shall include:

- Conduct records research to identify utility owners that are within the Project limits. The sources of information may include but is not limited to the utility company records and as-built plans, contract plans, One-Call, Public Utilities offices, and COUNTY offices.
- When designation and or location activities are to take place outside of right-of-ways, the ENGINEER shall request an access permit from the property owner prior to any entry on private property.
- Provide all maintenance and control of traffic to perform work. This includes obtaining an encroachment permit from the local permits officer and complying with all requirements imposed by said permit prior to initiating any field surveys. All traffic control plans must conform to the Manual on Uniform traffic Control Devices.
- Designate, field mark and record the approximate horizontal location of existing subsurface utilities using all of the following Quality Levels.

Quality Level D: information comes solely from existing utility as-built records.

Quality Level C: involves surveying visible aboveground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility as-built records.

Quality Level B: involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. This activity is called "Designating". Two-dimensional mapping information is obtained.

Quality Level A: involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. This activity is called "Locating." It is the highest level presently available.

Phase II – Locating: For the purpose of this section, “Locating” shall mean the process of exposing and recording the precise vertical and horizontal location of a utility by excavating a pothole using vacuum extraction or comparable nondestructive equipment. The ENGINEER will determine and identify potential utility conflicts, which, if necessary, will require potholes to determine actual vertical location. The hours developed for this scope of work are based on 5 potholes. The initial 5 potholes shall be included in Basic Services. Additional potholes will be considered as Special Services and will require written authorization, from the Project Manager, prior to performing the work. The ENGINEER shall:

- Provide all maintenance and control of traffic to perform work. This includes obtaining an Encroachment permit from the permits officer and complying with all requirements imposed by said permit prior to initiating any potholes or field surveys. All traffic control plans must conform to the Manual on Uniform Traffic Control Devices.
- Coordinate with utility companies for inspection as required.
- Neatly cut and remove existing paving. Excavate pothole in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings of the utility facility. Where conduits are concrete encased, determine top and bottom of encasements in addition to both sides. Utilities over 48” in diameter (or four (4) feet in width on RCB’s) will require potholes at the centerline of the utility and both sides. Utilities shall also be potholed on each side of the proposed structure location, located transversely to any proposed structure with a width in excess of six (6) feet.
- Where existing pavement exists, provide a restoration patch of pavement or concrete within the limits of the original cut at time of backfill, as required by the permitting agency. Such restoration and backfill procedures shall comply with the standards of the governmental authority that issued the applicable excavation permit. Whenever potholes are excavated outside of roadway pavement, these disturbed areas shall be restored, as nearly as possible, to the condition that existed prior to excavation.
- Furnish, install and color code per utility standards, a permanent above ground marker (i.e. P.K. nail, steel pin or hub) directly above the centerline of the structure (or by using offsets), and record the elevation of the marker. Prepare a sketch of each pothole, showing location of the existing utility in relation to the hub. Survey the ground marker and determine elevation of utility, and include in sketch.
- Provide an AutoCAD sheet file of the potholes horizontal and vertical location as well as the individual detailed information of each hole.
- Provide the following pothole information in an Excel spreadsheet:

Pothole reference number and description of the utility.

Elevation of top of utility.

Horizontal location using the x y coordinates further translated to project stationing and offset.

Identify the freeway, highway, route or city street on which the pothole is located.

Outside diameter of pipe or width of duct banks and configuration of non-encased, multi-conduit systems.

Identification of utility structure material composition, when possible.

Identification of benchmarks used to determine elevations.

Pavement thickness and type.

Elevation data shall be accurate to within 0.05' +/- based on benchmarks shown by consultant and horizontal accuracy shall be within 0.5' +/- based on the projects horizontal control.

EXHIBIT “E”

TOPOGRAPHIC BASE MAPPING

Aerial Mapping Supplemented with Conventional Field Survey: Develop engineering base sheets and digital terrain models (DTM) utilizing aerial mapping. DTM will be produced from aerials flown at an altitude to produce one (1) inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. Contours will be developed utilizing a digital terrain program and the aerial mapping. Specifically these tasks shall be performed by the P.L.S. and include, but are not limited to, the following: 1.) Set panel locations for control in obtaining aerial topography. Topographic mapping to be relative to a published County benchmark; 2.) Horizontal and vertical mapping shall be consistent with control established by the Survey Control Map or Record of Survey; and 3.) Aerial survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent streets. Aerial survey shall extend a minimum of 200 feet beyond the beginning and end stations of the project limits. Aerial survey shall extend a minimum of 100 feet beyond existing and/or anticipated right-of-way limits.

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:				51		
Corporate/Business Entity Name: WSP USA INC.						
(Include d.b.a., if applicable)						
Street Address:		One Penn Plaza, 2nd Flr, 250 W. 34th Street		Website: www.wsp.com		
City, State and Zip Code:		New York, NY 10119		POC Name: Syndi Dudley Email: syndi.dudley@wsp.com		
Telephone No:		212-465-5000		Fax No:		
Nevada Local Street Address: (If different from above)		300 S. 4th St. Suite 1200		Website: WWW.WSP.COM		
City, State and Zip Code:		Las Vegas, NV 89101		Local Fax No: 725-724-4401		
Local Telephone No:		725-724-4400		Local POC Name: Syndi Dudley Email: Syndi.Dudley@wsp.com		

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

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

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

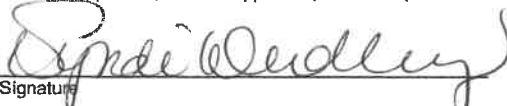
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Parsons Brinkerhoff Holdings Inc.		100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

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

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

 _____ Signature	Syndi Dudley _____ Print Name 3/28/22 _____ Date
Senior Director, Local Business Leader _____ 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			

* 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