

**PROFESSIONAL SURVEYING SERVICES CONTRACT
FOR CONSTRUCTION OF
TROPICANA & UNIVERSITY CENTER DRAINAGE
IMPROVEMENTS PHASE 1**

THIS CONTRACT, hereinafter referred to as "Contract", made and entered into this 3rd day of **January 2023**, between Clark County Nevada, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and Wallace Morris Kline Surveying, LLC, a company authorized to do business under the laws of the State of Nevada, hereinafter referred to as "SURVEYOR".

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

COUNTY

Denis Cederburg, Director
Clark County Department of Public Works
500 S. Grand Central Parkway,
Suite 2066
Las Vegas, Nevada 89106
Telephone: (702) 455-6020
Fax: (702) 455-6040

SURVEYOR

Craig Morris, COO
Wallace Morris Kline Surveying, LLC
6525 West Warm Springs Road,
Suite 100
Las Vegas, Nevada 89118
Telephone: (702) 212-3967
Fax: (702) 212-3963

W I T N E S S E T H

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

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

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

ARTICLE I

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

"Construction contract" means the contract entered into between the Construction Contactor and the COUNTY for the Project.

"Construction Contractor" means the Contractor selected by the COUNTY to perform the construction on the Project.

"Director" means the Director of Public Works of the County of Clark and all persons designated by him, in a notice to the SURVEYOR, to administer this Contract.

"Project Area" means the area within Clark County, Nevada.

"Project" means construction of an outfall storm drain, for a future detention basin located between Paradise Road and University Center Drive, and related appurtenances. The improvements will generally consist of site clearing, scarification, removal and disposal of asphalt, aggregate base, curb, gutter, sidewalk, median, fencing, gates, removal of sanitary sewer pipe, removal and disposal of structures and obstructions, excavation for installation of new storm drain facilities, reinforced concrete box culverts, storm drain pipes, drop inlets, manholes, dry utility relocations, reroute sanitary sewer lines, reroute water lines, and relocate fire hydrant 24" water line stub, pavement replacement, pavement markings and other necessary appurtenances required to make a good, complete and serviceable Project.

ARTICLE II

2.01 -- BASIC SERVICES

Beginning on the date the Director notifies the SURVEYOR in writing to begin performance; the SURVEYOR shall furnish all surveying services and materials necessary to enable the Construction Contractor to construct the Project.

The SURVEYOR will provide the following services for the Project:

1. Locate, verify and augment horizontal and vertical control for the Project. Establish sufficient construction control proximate to the area to facilitate satisfactory completion of the Project.

2. Construction Stakes: provide all necessary stakes and/or marks to allow the Construction Contractor to properly complete the Project including but not limited to:
- a. Right of Way: One (1) set of stakes marking right of way limits and temporary construction easements at a minimum of 200-foot intervals in tangents, and a minimum of 50-foot intervals in horizontal curves, plus angle points, beginning and ending of curves as requested by the Construction Contractor.
 - b. Saw-Cuts and Removals: One (1) set of stakes at 100-foot intervals maximum plus angle points, to properly locate removal limits throughout the project including but not limited to: pavement milling, pavement removal, fences, walls, driveways, median islands, curb, and gutter.
 - c. Curb and Gutter / Edge of Pavement: One (1) set of offset grade stakes at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, driveways, beginning and ending of curves, at offset distances chosen by the Construction Contractor.
 - d. Median Islands: One (1) set of offset grade stakes at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves, radius points and/or quarter deltas (maximum), at offset distances chosen by the Construction Contractor.
 - e. Gravel Grades Roadway: One (1) set of subgrade stakes, 3 across maximum, at 100-foot intervals in tangents, 50-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and ending of curves. One (1) set of type-II finish grade stakes, 3 across maximum, at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and ending of curves.
 - f. Storm Drain: One (1) set of offset grade stakes at 50-foot intervals in tangents, 25-foot intervals in curves, plus beginning and ending points, angle points, grade breaks, riprap sections and connections, as well as alignment of lateral pipe sections at drop inlet locations and manhole structures, at offset distances chosen by the Construction Contractor.

- g. Gravel Grades RCB: One (1) set of subgrade stakes, 2 across maximum, at 100-foot intervals in tangents, 50-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and ending of curves. One (1) set of Type-II finish grade stakes, 2 across maximum, at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves.
- h. Storm Drain Manholes, Drop Inlets, and Junction Structures: Two (2) offset grade stakes at each location, at offset distances chosen by the Construction Contractor, as well as verification of drop inlet forms at flowline elevations prior to concrete placement.
- i. Sewer Line: One (1) set of offset grade stakes at minimum of 50-foot intervals, plus beginning and ending points, angle points, grade breaks, and laterals, at offset distances chosen by the Construction Contractor.
- j. Sewer Manholes: Two (2) offset grade stakes at each location, at offset distances chosen by the Construction Contractor, as well as verification of inverts post construction.
- k. Encasement Sections: Marks sufficient to identify locations of encasement sections, as requested by the Construction Contractor.
- l. Waterline: One (1) set of offset grade stakes providing horizontal and vertical control to waterlines at 50-foot intervals, plus beginning and ending points, angle points, grade breaks, and connections at offset distances chosen by the Construction Contractor.
- m. Fencing and Gates: One (1) set of offset stakes, sufficient in amount, to properly construct fencing and gates, at offset distances chosen by the Construction Contractor.
- n. Streetlights: Two (2) offset grade stake at each location at offset distances chosen by the Construction Contractor.
- o. Utilities: One (1) set of stakes and/or marks sufficient in amount, to properly construct pull boxes, vaults, conduits, junction boxes, ITS cabinets, transformer pads, detector loops, service pedestals, and control cabinets at offset distances requested by the Construction Contractor.

- p. Pavement Markings and Signs: One (1) set of marks sufficient in amount to properly install stop bars, linework, and signs, at offset distances chosen by the Construction Contractor.
- 3. Stakes not specified above which the Construction Contractor may request, and the Director determines are necessary to ensure the work will be properly constructed.
- 4. Acquire, document, and certify all work performed at the direction of the COUNTY, which would result in revisions to the Contract drawings.
- 5. Attend the preconstruction meeting and necessary construction coordination meetings for the Project and coordinate all activities with the Construction Contractor and the Director.
- 6. Final Monument perpetuation in accordance with NRS Chapters 329 and 625 and the Clark County Improvement Standards at locations specified by the Director, and file, with the Clark County Recorder, Corner Record(s) indicating perpetuated locations of monuments and reference monuments.

2.02 -- SPECIAL SERVICES

The SURVEYOR shall perform the following Special Services if, as, and when requested in writing by the Director within a reasonable time as specified by the Director, provided, however, that the SURVEYOR shall not be obligated to perform any Special Services unless a sufficient amount of money has been appropriated for such purpose:

- 1. As required by construction conflicts, design changes or other unforeseen circumstances to provide additional survey control for proper completion of the Project.

ARTICLE III

3.01 -- TIME OF PERFORMANCE

Subject to Section 3.02 hereof the SURVEYOR shall complete the following specific tasks, and all the work preceding such tasks on or before the dates set out below:

<u>Task</u>	<u>Time Period</u>
2.01 #1, #2 (a thru p), #3, #4, #5	Throughout the duration of the Construction contract following receipt of notice from the Director to begin work under Section 2.01 of this Contract.
2.01 #6	Within 30 days following notice to the Construction Contractor of substantial completion of the Project, or as specified by the Director.
2.02	As specified by the Director.

Except as otherwise provided above, the SURVEYOR shall complete all Basic Services and authorized Special Services by **August 11, 2024**, or upon written receipt of notification from the Director that Basic Services and Special Services are complete, whichever occurs first.

3.02 -- TIME EXTENSIONS

Upon written request of the SURVEYOR, 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 SURVEYOR has no control, but only to the extent that the exercise of due diligence and care, on the part of the SURVEYOR, 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 Subsection 7.09 hereof.

ARTICLE IV PAYMENT FOR SERVICES

4.01 -- MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the COUNTY to the SURVEYOR shall be a sum equal to the Basic Service 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 SURVEYOR under this Contract or in connection with the subject matter of this Contract, exceed the sum of **ONE HUNDRED THIRTEEN THOUSAND DOLLARS AND 00/100 (\$113,000.00)** for Basic Service fees, and **FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00)** for Special Service fees, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

4.02 -- METHOD OF PAYMENT

Payment for the Basic Services provided herein shall be made on the basis of the percent of total work complete as determined by the COUNTY at the time of invoice. Payment for authorized Special Services shall be made when the authorized work is one hundred percent (100%) complete as determined by the COUNTY at the time of invoice. Fees for authorized Special Services shall be based upon **ONE HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$175.00)** per hour. Fees for the services shall be invoiced in the month which follows performances of such services and shall be paid by the COUNTY within thirty (30) days after receipt of an invoice submitted by the SURVEYOR and approved by the Director unless the Director notifies the SURVEYOR 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 SURVEYOR.

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

In no event may the Basic Services and Special Services fees exceed the following amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNT</u>
2.01, #1 through #6, BASIC SERVICES	\$ 113,000.00
2.02, #1, SPECIAL SERVICES	\$ 15,000.00
GRAND TOTAL BASIC AND SPECIAL SERVICES	\$ 128,000.00

ARTICLE V

5.01 -- IN GENERAL

This Contract shall be in force and effect from and after the day on which the Director gives notice to the SURVEYOR to begin work under this Contract under Section 2.01 above. This Contract shall remain in effect until **August 11, 2025**. 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 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.

5.02 -- TERMINATION BY THE COUNTY

The Director may terminate this Contract at any time by giving thirty (30) days notice in writing to the SURVEYOR. Upon receipt of such notice, the SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 VI INSURANCE

6.01 -- IN GENERAL

The SURVEYOR 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 SURVEYOR's negligence or fault in the performance of the work hereunder by the SURVEYOR, the SURVEYOR's agents, representatives, employees, or subcontractors of any tier.

6.02 -- INSURANCE COVERAGES

The SURVEYOR 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 certificates of endorsement for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The insurance coverages are to be in the following amounts:

- (A)** The SURVEYOR 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. The COUNTY, its officers and its employees, and its designated volunteers must be expressly covered as "additional insured's". Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.

- (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 used on this Project. The COUNTY, its officers and 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 to insure against claims or losses arising out of performance of the services provided by the SURVEYOR, the SURVEYOR's agents, representatives, or employees pursuant to the SURVEYOR'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 SURVEYOR's professional liability insurance must provide coverage for the SURVEYOR's subcontractor if the subcontractor does not maintain professional liability insurance in the same amounts and manner as required for the SURVEYOR.

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) with respect to coverage provided for in paragraphs A and B above, and ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00) with respect to coverage provided for in paragraph C, 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 SURVEYOR 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 SURVEYOR, including the rating and financial health of each insurance company providing coverages, is subject to approval of the COUNTY.

- (D) SURVEYOR agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement, to provide the COUNTY with a certificate issued by an insurer qualified to underwrite worker's compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes 616B.627. Prior to the expiration of such coverage, the SURVEYOR shall provide the COUNTY with proof of continued coverage as a condition precedent to the continuation of work and payments under this Agreement.

The SURVEYOR further agrees to maintain coverage for industrial insurance pursuant to the terms of Nevada Revised Statutes Chapters 616A through 616D inclusive, throughout the term of this Agreement. If the SURVEYOR does not maintain such coverage, or fails to provide proof of continued coverage, the SURVEYOR agrees that the COUNTY may withhold payment, order the SURVEYOR to stop work, suspend the Agreement or terminate the Agreement.

6.03 -- ADDITIONAL COVERAGE

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

6.04 -- NOTICE OF CANCELLATION

The insurance certificates supplied by the SURVEYOR 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 SURVEYOR shall notify the COUNTY within thirty (30) days of any reduction in coverage or limits.

6.05 -- COUNTY'S REMEDIES

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

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 -- INDEPENDENT CONTRACTOR

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

7.02 -- BUSINESS STRUCTURE AND ASSIGNMENTS

The SURVEYOR 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.

7.03 -- SUBCONTRACTORS

The SURVEYOR shall not subcontract any part of its performance under this Contract without the written consent of the COUNTY.

7.04 -- PARTIES AND INTERESTS

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

7.05 -- 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.

7.06 -- 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.

7.07 -- 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.

7.08 -- PROPERTY: COPYRIGHTS

The SURVEYOR shall furnish to the COUNTY certified copies of 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, surveying computations, surveying 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 SURVEYOR agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The SURVEYOR 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 SURVEYOR shall place a conspicuous notation upon each such Document, which indicates that the copyright thereto is owned by the COUNTY.

Should it finally be 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 Documents to the COUNTY for the longest term allowed by law. Notwithstanding the foregoing, the SURVEYOR may retain copies of such Documents and such copies shall remain the property of the SURVEYOR. The SURVEYOR shall have the right to use such copies as it may desire, but the SURVEYOR may not sell, license, or otherwise market such documents.

7.09 -- 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 inabilities 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 SURVEYOR 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.

7.10-- INSPECTIONS AND AUDITS

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

7.11--IMMUNITY FOR INCORRECT DATE GENERATION

The COUNTY, its officers and employees shall be immune for any breach of this Contract caused by an incorrect date being produced, calculated, or generated by a computer or other information system that is owned or operated by the COUNTY, its officers, or employees, regardless of the cause of the error, pursuant to NRS 41.0321.

7.12-- INDEMNIFICATION

Professional Liability

SURVEYOR agrees to indemnify and hold harmless the 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 SURVEYOR, SURVEYOR's employees and/or agents, in the performance of this Contract. If the SURVEYOR 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 SURVEYOR in an amount which is proportionate to the liability of the SURVEYOR.

SURVEYOR further agrees to indemnify, defend 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

SURVEYOR, and SURVEYOR'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.

SURVEYOR 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, SURVEYOR agrees to indemnify, defend (at COUNTY's option), and hold harmless the COUNTY, its officers, agents, employees, and volunteers 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 arising out of or in connection with the SURVEYOR's and its principals, employees, agents, consultants, and/or contractors.

Furthermore, this entire Section 7.12 survives any termination or completion of this Contract.

7.13—NON-DISCRIMINATION

The SURVEYOR acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. The SURVEYOR 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, transgender, age, disability, national origin, or any other protected status, the COUNTY may declare the SURVEYOR in breach of the Contract, terminate the Contract, and designate the SURVEYOR as non-responsible.

7.14-- 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 Contract as of the date herein above set forth.

COUNTY OF CLARK, NEVADA

**WALLACE MORRIS KLINE SURVEYING,
LLC**

Randall J. Tarr
Deputy County Manager



Craig Morris
Chief Operating Officer

APPROVED AS TO FORM:



Laura C. Rehfeldt
Deputy District Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ 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:						
Corporate/Business Entity Name:		Wallace Morris Kline Surveying, LLC				
(Include d.b.a., if applicable)						
Street Address:		6525 W. Warm Springs Rd., Suite 100		Website: wmksurveying.com		
City, State and Zip Code:		Las Vegas, NV 89118		POC Name: Matt Burrell Email: mburrell@wmksurveying.com		
Telephone No:		702-212-3967		Fax No: 702-212-2963		
Nevada Local Street Address: (If different from above)				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)
Kevin Wallace	CEO	35%
Craig Morris	COO	31%
Jason Kline	President	19%
Jason Higgins, Tex Brooks, Matt Burrell	Principal	5% each

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.

Matthew A. Burrell
Signature

Digitally signed by Matthew A. Burrell
Date: 2022.11.29 12:38:46 -0800

Matthew Burrell
Print Name

Principal - Director of Field Operations
Title

11/29/2022
Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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