PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 3048

LAS DRAINAGE IMPROVEMENTS AT RUNWAYS 8/26

HARRY REID INTERNATIONAL AIRPORT
DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA

AWARD DATE
AUGUST 2, 2022

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

PROFESSIONAL SERVICES CONTRTACT

CONTRACT 3048

LAS DRAINAGE IMPROVEMENTS AT RUNWAYS 8/26

DOCUMENT INDEX

CONTRACT

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HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 3048

LAS DRAINAGE IMPROVEMENTS AT RUNWAYS 8/26

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CONTRACT

THIS CONTRACT is entered into in Las Vegas, Nevada as of the ____ day of _____, 2022

ON THE ONE HAND,

The Board of County Commissioners, of Clark County, Nevada (OWNER)

AND

ON THE OTHER HAND,

The CONSULTANT firm of Horrocks Engineers, Inc. (CONSULTANT) has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Contract.

WITNESSETH

WHEREAS, OWNER desires CONSULTANT to perform and CONSULTANT is willing and able to perform, certain professional technical services in connection with the work described herein upon the terms and conditions set forth in this Contract:

NOW, THEREFORE, the parties hereby agree as follows:

1. WORK TO BE PERFORMED: Except as otherwise provided in this Contract, CONSULTANT shall furnish all labor, equipment, materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the Contract the following Work, as hereinafter more fully defined.

   Provide technical design services required to produce construction contract packages as described in Exhibit "D" of this CONSULTANT Contract.

2. DOCUMENTS INCORPORATED: The following exhibits are by this reference incorporated herein and made part of this Contract:

   Exhibit "A" - General Conditions
   Exhibit "B" - Special Conditions
   Exhibit "C" - Compensation Conditions
   Exhibit "D" - Technical Requirements
   Exhibit "E" - CONSULTANT's Proposal dated May 19, 2022
   Exhibit "F" – Required Contract Provisions

   Except as otherwise specifically provided herein, no other documents shall be part of this Contract.

3. PERIOD OF PERFORMANCE: CONSULTANT shall perform and complete all Work under this Contract in accordance with the milestones set forth in Exhibit "B" - Special Conditions, Article 2 – Commencement and Completion of Work.

   Neither party shall be considered in default in the performance of its obligations hereunder, or any of them, to the extent that performance of such obligations, or any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

Delays arising from the actions or in actions of any or more of CONSULTANT's principals, officers, employees, agents, subconsultants, vendors or suppliers are expressly recognized to be within CONSULTANT's control.

4. COMPENSATION: Except as otherwise provided in this Contract, OWNER shall pay to CONSULTANT as full consideration for the performance by CONSULTANT of this Contract, the compensation in accordance with the provisions set forth in Exhibit "C" - Compensation Conditions of this Contract.

5. DESIGNATION OF AUTHORIZED REPRESENTATIVE: OWNER hereby designates Raul Valdez, P.E., as its Authorized Representative for the purposes of this Contract. All communications and correspondence are to be directed to the Authorized Representative at the address indicated herewith.

Raul Valdez, P.E.
Engineering Section
Department of Aviation
1845 E. Russell Road, 3rd Floor
Las Vegas, Nevada 89119
Telephone: (702) 261-5277
Fax: (702) 261-5876
Email: raulva@lasairport.com

6. DESIGNATION OF CONSULTANT's REPRESENTATIVE: All communications and correspondence are to be directed to the CONSULTANT's Authorized Representative at the address indicated herewith.

Lee Underwood, PE
Horrocks Engineers, Inc.
1401 N Green Valley Parkway, Suite 160
Henderson, NV 89074
Telephone: (702) 966-4063
Fax: (702) 501-1430
Email: lee.underwood@horrocks.com

7. NOTICES: All formal notices required or permitted under this Contract shall be considered as duly given if in writing and hand delivered or sent by mail or email to OWNER's Representative or CONSULTANT at its office address set forth at the end of this Section, or to such other address as may be designated by formal notice given as herein required.

8. INSURANCE: Prior to execution of the Contract, CONSULTANT shall furnish to OWNER certificates of insurance evidencing the existence of valid, in force insurance policies for the limits and coverage as described in Exhibit "A" - General Conditions, Article 20 – Insurance.

Original Certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.

9. EXAMINATION OF SITE: CONSULTANT shall have visited the site and become familiar with existing conditions under which the services are to be performed and which may impact budget, constructability and/or schedule. Execution of this Contract shall be construed as evidence that CONSULTANT has visited the site and is familiar with all site conditions and restrictions.

IN WITNESS WHEREOF, the Board of County Commissioners of Clark County, Nevada, has designated the Director of Aviation to execute this Contract on behalf of the said OWNER, and CONSULTANT has hereunto set its hand and seal the day and year above written.

CLARK COUNTY, NEVADA

BY: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

NOTE: Witnesses not required for corporation, but Corporate Certificate must be complete. Two witnesses required for Partnerships and Individuals. Partnerships must complete Partnership Certificate.

HORROCKS ENGINEERS, INC.

Witness:

BY: _____
Wayne Horlacher, P.E.
Vice President

_____

Witness:

_____

APPROVED AS TO FORM:

BY: _____
JOHN P. WITUCKI
Senior Attorney

ATTACHMENT NO. ONE
LIST OF SUBCONSULTANTS

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

CONSULTANT shall list each subconsultant who will provide labor or a portion of the Work or improvement to CONSULTANT.

Firm Name	Address	Contact	Work Description - License No.
Purcell Electrical Professional Corporation dba PK Electrical, Inc.	681 Sierra Rose Drive, Suite B Reno, NV 89511	Karen Purcell, P.E. kpurcell@pkelectrical.com (775) 750 7300, (775) 826-9010	Electrical Engineering
HNTB Corporation	6720 Via Austi Pkwy Las Vegas Nv 89119	Jeff Watson, P.E. RJWatson@HNTB.com (510) 587-8717, (775) 826-9010	Environmental and Civil Design Support Services 2005190.054-190
Ninyo & Moore	6700 Paradise Road, Suite E Las Vegas, Nevada 89119	Michael Stojanoff, PE mstojanoff@ninyoandmoore.com 702-433-0330 Ext. 13214, 702-433-0330	Geotechnical Engineering 1001981.215
The Barajas Group	4560 Donovan Way North Las Vegas, NV 89081	Adrian Barajas adrianb@barajas.com 702-274-5209	Land Surveying 2000623.054-190
Connico	2940 Hebron Park Drive, Suite 209 Hebron KY, 41048	David Hunley, P.E. DHunley@connico.com 859-466-1002 615-758-7474	Cost Estimating

FIRM: Horrocks Engineers, Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher, P.E.

POSITION: Senior Vice President

DATE: July 5, 2022

ATTACHMENT NO. TWO
S/M/W/DBE BUSINESS ENTERPRISE UTILIZATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

At the meeting of the Board of County Commissioners on February 20, 1996, the Board adopted a Strategic Plan to promote and encourage a greater degree of participation of small, minority, women-owned, and other socially and economically disadvantaged businesses in the Clark County procurement process of construction projects, commodities and services. The Board of County Commissioners wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process of Clark County. Therefore, the DOA expects the Design Team to solicit small, minority, women-owned and disadvantaged business enterprises certified in accordance with U.S. Department of Transportation Regulations, 49 CRF Part 26, as subconsultants and material suppliers. The successful Design Team shall make good faith efforts to work with the OWNER to fulfill the joint commitment to these business enterprises.

CONSULTANT will be required to submit information concerning the S/M/W/DBEs who will participate in this contract. The information will include the name and address of each small, minority, woman or DBE firm, a description of the work to be performed by each named firm, and the dollar value of the subcontract. If CONSULTANT fails to utilize any S/M/W/DBE participation, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

FIRM: Horrocks Engineers, Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher, P.E.

POSITION: Senior Vice President

DATE: July 5, 2022

ATTACHMENT NO. THREE
STATEMENT ON PARTICIPATION IN CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

CONSULTANT shall complete the following statement by checking the appropriate boxes:

CONSULTANT has X not ___ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

CONSULTANT has X not ___ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representation indicating submission of required compliance reports signed by proposed subconsultants will be obtained prior to award of Subcontracts.

If CONSULTANT has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, CONSULTANT, shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

FIRM: Horrocks Engineers Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher, P.E.

POSITION: Senior Vice President

DATE: July 5, 2022

ATTACHMENT NO. FOUR
S/M/W/DBE PARTICIPATION STATEMENT

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

The purpose of this form is so that CONSULTANT can substantiate that a good faith effort has been made in soliciting S/M/W/DBE participation for this Contract. This form must be completed when no S/M/W/DBE Participation is utilized.

1. List general circulation, trade association, and minority focus media where subcontracting opportunities were advertised. Provide proof of advertising.

   Horrocks has DBE sub consultant's totaling 13.7% which is above the set goal of 11.4%.

2. Plans, specifications and requirements of the contract were provided to the following S/M/W/DBE s, in sufficient time for them to prepare a subcontract Proposal.

   N/A

3. The following S/M/W/DBEs were contacted by CONSULTANT as a follow up to Item 2, above.

   N/A

4. What portions of the work did CONSULTANT select to be performed by S/M/W/DBEs in order to make a good faith effort to solicit S/M/W/DBE Participation, including where appropriate, breaking down contracts into economically feasible units to facilitate S/M/W/DBE participation?

   N/A

FIRM: Horrocks Engineers, Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher, P.E.

POSITION: Senior Vice President

DATE: July 5, 2022

ATTACHMENT NO. FOUR
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

5. With what S/M/WDBE firms did CONSULTANT negotiate in good faith, not rejecting S/M/W/DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities?

Barajas Group - Surveying; PK Electrical, Inc. - Electrical Engineering

6. If an S/M/W/DBE Proposal was rejected, state why on the attached S/M/W/DBE Unavailability Certification Form.

N/A

7. With what S/M/W/DBE firms did CONSULTANT make efforts to assist in obtaining bonding, lines of credit or insurance required by the Contract?

N/A

8. Name the organizations, which CONSULTANT contacted to secure the services of S/M/W/DBEs, such as DBE Directors, Clark County Business Litigation Directory, disadvantaged subconsultant's groups, minority chambers, local, state and Federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of S/M/W/DBEs.

N/A

FIRM: Horrocks Engineers, Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher, P.E.

POSITION: Senior Vice President

DATE: July 5, 2022

ATTACHMENT NO. FOUR
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

Please provide copies of reply letters from S/M/W/DBEs or if no reply was obtained, attach copy of registered or certified letters.

CONSULTANT agrees to verify, to the maximum extent possible; i.e. through the use of recognized directories, trade organization listings, minority and women chamber memberships, or proof of S/M/W/DBE certification, that the S/M/W/DBE firms engaged to provide materials or services in the completion of the project (a) is a bona fide S/M/W/DBE; and (b) has executed a binding contract to provide specific materials or services for a specific dollar amount.

Certification that the S/M/W/DBE has executed a binding Contract with CONSULTANT for materials or services should be provided to OWNER at the time CONSULTANT's Contract is signed by OWNER.

During the period of the Contract, CONSULTANT agrees to make a good faith effort to replace a terminated S/M/W/DBE subconsultant with another S/M/W/DBE subconsultant.

Prior to final payment, CONSULTANT agrees to submit to OWNER the actual dollar breakdown on S/M/W/DBE participation on referenced project.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind CONSULTANT to the commitment herein set forth.

FIRM: Horrocks Engineers, Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher, P.E.

POSITION: Senior Vice President

DATE: July 5, 2022

ATTACHMENT NO. FOUR
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

S/M/W/DBE UNAVAILABILITY CERTIFICATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

I, Wayne Horlacher, P.E., Senior Vice President
(Title)

of Horrocks Engineers, Inc., certify

that on 2/8/2022, I contacted the following S/M/W/DBE Subconsultants to
(date)

obtain a Proposal for work items to be performed on Project No. 3048.

S/M/W/DBE SUBCONSULTANT	Work Items Sought	Form of Proposal Sought
PK Electrical, Inc.	Electrical Engineering	
Barajas Group	Surveying	

FIRM: Horrocks Engineers, Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher, P.E.

POSITION: Senior Vice President

DATE: July 5, 2022

ATTACHMENT NO. FOUR
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

S/M/W/DBE UNAVAILABILITY CERTIFICATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

THIS PAGE MAY BE DUPLICATED AND SHALL BE COMPLETED FOR EACH S/M/W/DBE SUBCONSULTANT THAT WAS SOLICITED.

To the best of my knowledge and belief, said S/M/W/DBE subconsultant was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

N/A
(Name of S/M/W/DBE SUBCONSULTANT) was offered an opportunity

to propose on the above identified work on _____
(Date)

FIRM: Horrocks Engineers, Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher, P.E.

POSITION: Senior Vice President

DATE: July 5, 2022

ATTACHMENT NO. FIVE
S/M/W/DBE SUBCONSULTANT/VENDOR INFORMATION

I certify that The Barajas Group (S/M/W/DBE Firm Name) has agreed to participate with Horrocks Engineers, Inc. (CONSULTANT Name) in Contract No. 3048 as a subconsultant / supplier. The agreed upon subcontract amount or estimated purchase amount is $ 34,160.00.

By: _____
(S/M/W/DBE Firm Authorized Representative)

Title: President

Company: The Barajas Group
(S/M/W/DBE Firm)

This assurance shall be executed by a duly authorized representative of the S/W/DBE participant. Copies may be made for each S/M/W/DBE participant.

Date: 5/26/22

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**THE BARAJAS GROUP, A NEVADA CORPORATION**
OWNER	**Mr Adrian Barajas**
ADDRESS	**4560 Donovan Way** **Suite I** **North Las Vegas, NV 89081** [map]
PHONE	**702-274-5209**
FAX	**702-446-5595**
EMAIL	**ADRIANB@BARAJAS.COM**
WEBSITE	**http://www.barajassurveying.com**
ETHNICITY	**Hispanic American**
GENDER	**Male**
COUNTY	**Clark (NV)**

Certification Information

CERTIFYING AGENCY	**Nevada Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFICATION DATE	**2/24/2021**
CERTIFIED BUSINESS DESCRIPTION	**Land Surveying, Mapping, Construction Layout, Topographic mapping and surveying services**

Commodity Codes

Code	Description
NAICS 541370	Land surveying services

Additional Information

WORK DISTRICTS/REGIONS	**All work districts/regions**
CERTIFYING AGENCY	**N - Nevada Department of Transportation**

ATTACHMENT NO. FIVE
S/M/W/DBE SUBCONSULTANT/VENDOR INFORMATION

I certify that PK Electrical, Inc. (S/M/W/DBE Firm Name) has agreed to participate with Horrocks Engineers, Inc. (CONSULTANT Name) in Contract No. 3048 as a subconsultant / supplier. The agreed upon subcontract amount or estimated purchase amount is $ 104,700.00 .

By: _____
(S/M/W/DBE Firm Authorized Representative)

Title: President & CEO

Company: PK Electrical, Inc.
(S/M/W/DBE Firm)

This assurance shall be executed by a duly authorized representative of the S/W/DBE participant. Copies may be made for each S/M/W/DBE participant.

Date: May 25, 2022

Certified Profile

CLOSE WINDOW

EMAIL	kpurcell@pkelectrical.com
WEBSITE	http://www.pkelectrical.com
ETHNICITY	**Caucasian**
GENDER	**Female**
COUNTY	**Washoe (NV)**

Certification Information

CERTIFYING AGENCY	**Nevada Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFICATION DATE	**3/28/2022**
CERTIFIED BUSINESS DESCRIPTION	**Electrical and Engineering Services**

Commodity Codes

Code	Description

Certified Profile

CLOSE WINDOW

EMAIL	kpurcell@pkelectrical.com
WEBSITE	http://www.pkelectrical.com
ETHNICITY	**Caucasian**
GENDER	**Female**
COUNTY	**Washoe (NV)**

Certification Information

CERTIFYING AGENCY	**Nevada Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFICATION DATE	**3/28/2022**
CERTIFIED BUSINESS DESCRIPTION	**Electrical and Engineering Services**

Commodity Codes

Code	Description

ATTACHMENT NO. SIX
S/M/W/DBE SUBCONSULTANT/VENDOR INFORMATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

SBE/MBE/WBE/DBE FIRM NAME:	PK Electrical, Inc.
ADDRESS:	681 Sierra Rose Drive, Suite B, Reno, NV 89511
TELEPHONE NUMBER:	775-826-9030
S/M/W/DBE BUSINESS ENTERPRISE TYPE:	____ Small Business Enterprise (SBE) ____ Minority Business Enterprises (MBE) ____ Women Business Enterprise (WBE) __X__ Disadvantaged Business Enterprises (DBE)
ETHNICITY:	____ Asian Pacific American ____ Subcontinent Asian American ____ Black American ____ Native American ____ Hispanic American __X__ Caucasian
DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED:	Electrical Engineering Services
DESCRIPTION OF SUPPLIES TO BE FURNISHED:	
ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:	$104,700.00

(PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED)

For all Firms listed as S/M/W/DBE's, attach a copy of the current certification.

Total Contract Amount: $ 1,013,840.00

Total S/M/W/DBE Amount: $ 104,700.00

Percentage of S/M/W/DBE Participation: 10.3 %

FIRM: Horrocks Engineers, Inc.

BY: _____
(Signature)

NAME: Wayne Horlacher

POSITION: Principal/Senior Vice President

DATE: July 5, 2022

DocuSign Envelope ID: 6D39148B-0A03-478C-9D1E-027557E73453

ATTACHMENT NO. SEVEN
CORPORATE CERTIFICATE

I, Douglas M Graham, certify:

1. That I am the Corporate Secretary (Title) of the corporation named in the foregoing Contract; and
2. That Wayne Horlacher, who signed said Contract on behalf of CONSULTANT was then Sr. Vice President (Title) of the said corporation; and
3. That said Contract was duly signed for and on behalf of said Corporation by authority of its governing body, and that such authority is within the scope of its corporate powers.

DocuSigned by:
Douglas M Graham
2B589F3305B8470...
Signature

Corporate Seal

HORROCKS ENGINEERS, INC. CORPORATE SEAL STATE OF UTAH

ATTACHMENT NO. EIGHT
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

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: 65

Corporate/Business Entity Name:	Horrocks Engineers, Inc.		
(Include d.b.a., if applicable)			
Street Address:	2162 West Grove Parkway	**Website:**	www.horrocksengineers.com
City, State and Zip Code:	Pleasant Grove, UT 84062-6728	**POC Name:** **Email:**	Wayne Horlacher, wayneh@horrocks.com
Telephone No:	(801) 763-5100	**Fax No:**	(801) 763-5101
Nevada Local Street Address: **(If different from above)**	1401 N. Green Valley Parkway, Suite 160	**Website:**	www.horrocksengineers.com
City, State and Zip Code:	Henderson, Nevada 89074	**Local Fax No:**	
Local Telephone No:	(702) 966-4063	**Local POC Name:** **Email:**	Wayne Horlacher, wayneh@horrocks.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)
Russell Youd	President/CEO	11.6%
Brian Akinson	Secretary	5.8%
Bryan Foote	Vice President	5.8%
(see attached for additional names)		

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

1. 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.)

2. 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 — Wayne Horlacher (Print Name)

Principal/Senior Vice President (Title) — July 5, 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

Additional Individuals with 5% or greater Ownership

Full Name	Title	% Owner
Matt Horrocks	Vice President	5.8%
Ron Mortimer	Vice President	5.8%

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

EXHIBIT "A"
GENERAL CONDITIONS

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EXHIBIT "A"
GENERAL CONDITIONS

1. AUTHORIZED REPRESENTATIVES

Before starting work, CONSULTANT shall designate in writing an Authorized Representative acceptable to OWNER to represent and act for CONSULTANT and shall specify any limitations of such representative's authority. During periods when work is suspended, arrangements shall be made for an Authorized Representative acceptable to OWNER for any emergency work that may be required. All communications given to the Authorized Representative by OWNER in accordance with this Contract shall be binding upon CONSULTANT.

OWNER shall designate an Authorized Representative to be the point of contact for OWNER and will notify CONSULTANT, in writing, of the name of such representative. The Authorized Representative will act for OWNER, within the limitations of such representatives' authority, and receive communications from CONSULTANT.

Notification of changes of Authorized Representatives for either OWNER or CONSULTANT shall be provided in advance, in writing, to the other party.

2. DEFINITIONS

Architect: means a Professional Architectural Firm registered in the State of Nevada, its authorized representatives, successors, and permitted assigns.

CONSULTANT: means Horrocks Engineers, Inc., a Professional Engineering Firm licensed in the State of Nevada, its authorized representatives, successors, and permitted assigns.

Engineer: means a Professional Engineering Firm licensed in the State of Nevada, its authorized representatives, successors, and permitted assigns.

Record Documents: means the final completed project drawings, CADD diskettes and specifications prepared by CONSULTANT based solely upon the information supplied by the Prime Contractor. The original design drawings shall be modified by the Prime Contractor- supplied information to create the "Record" drawings.

Services/Work: means all the professional and technical services and responsibilities to be performed by CONSULTANT as specified, stated, indicated or implied in this Contract, including the furnishing and supervision of all technical personnel and the supply of all equipment, materials and supplies (if applicable) necessary or required to perform this Contract.

Small/Minority/Women-Owned/Disadvantaged Business Enterprise (S/M/W/DBE): means an independent and continuing business for profit, which performs a commercially useful function, and which is at least fifty-one Percent (51%) owned and controlled by one or more minority persons. Minority persons include Black Americans (which includes persons having origins in any of the black racial groups of Africa); Hispanic Americans (which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race); Native Americans (which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians); Asian-Pacific Americans (which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma [Myanmar], Vietnam, Laos, Cambodia [Kampuchea], Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands [Republic of Palau], the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong);

and Subcontinent Asian Americans (which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka).

Subconsultant: means an individual or organization engaged by CONSULTANT to render professional consulting services complimenting or supplementing CONSULTANT's Services.

3. RESPONSIBILITY OF OWNER

OWNER shall:

1. Provide general coordination of planning and design activities related to this Contract with other applicable projects.

2. Approve planning and design criteria, CONSULTANT's procedures, scope documents, conceptual drawings, planning documents, construction documents and other items required.

3. Review and approve Work Plans, schedules and assignment of key personnel.

4. Monitor quality, cost and schedule control of CONSULTANT's Services. Recommend corrective actions where determined necessary.

5. Control contract policy, schedule and tasks within the scope of CONSULTANT's Services.

OWNER will be responsible for the clarification and final resolution on matters of policy and responsibilities of CONSULTANT.

4. RESPONSIBILITY OF CONSULTANT

Services carried out by CONSULTANT shall be planned, controlled, executed, and reported in close cooperation with OWNER, with the objective of assuring completion of the Services within established schedules and budgets.

With respect to the performance of the Services, CONSULTANT and its subconsultants will exercise the degree of skill, care and diligence normally exercised by recognized professional architectural or engineering firms with respect to services of a comparable nature. In the exercise of the standards set forth above, CONSULTANT, in its performance of Services, will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, manuals and other services or materials furnished under these Contract Documents by CONSULTANT or its subconsultants; and be responsible for all work performed by its own forces in addition to all work performed by its subconsultants.

CONSULTANT will also be responsible for the coordination, integration and interfacing of all work performed by its own forces and its subconsultants with the work performed by others. Work by others could include OWNER prepared information or material prepared by other design consultants.

CONSULTANT shall be responsible for preparing and maintaining all documentary material, including base data, correspondence, calculations, specifications, estimates, schedules, drawings, and reports. CONSULTANT will prepare the project scope definition, procedures, meeting notes, studies, reports, sketches, and other items necessary to execute the Services.

CONSULTANT shall submit as required, its findings, studies, reports, drawings, specifications or other material for review and approval by OWNER. Such submittals shall be in the format and scale established by OWNER and may include drawings, specifications, structural calculations, proposed contract documents, quantity surveys and construction cost estimates (CCE). If, as a result of review of submittal, OWNER desires that a redesign occur which is not caused in whole or in any part by CONSULTANT error, omission or the negligent act, the redesign shall be treated as an additional service.

CONSULTANT shall be required to prepare Work at a level of detail that enables construction Contractors to understand, bid and perform the intended Work with a minimum of questions. Contract drawings and specifications prepared by CONSULTANT shall include complete construction details as required by OWNER for construction Contractors who do not maintain architectural or engineering staff for preparing supplemental detail drawings. The drawings shall include, but not be limited to, details for unusual or special items. Such drawings shall be at a level of detail that does not require additional architectural design or engineering to be performed by the construction Contractor.

CONSULTANT agrees that neither CONSULTANT or its subconsultants nor any of CONSULTANT's or its subconsultants' member companies or their affiliated companies will bid on or perform any direct construction work (including the supply of any materials or equipment) in connection with the Services. CONSULTANT further agrees that neither CONSULTANT or its subconsultants nor any of CONSULTANT's or its subconsultants' member companies or their affiliated companies will provide professional services of any nature to the construction contractor or its subcontractors of any tier.

A. Errors/Omissions

Upon notice from OWNER of, or other discovery of the same, CONSULTANT shall, throughout the term of this Agreement, without additional compensation and as provided hereafter, promptly correct or revise any errors, omissions or other deficiencies in designs, drawings, specifications, reports, manuals and other services or materials furnished under these Contract Documents, which result from CONSULTANT's failure to perform in accordance with professional standards.

Notwithstanding any review, approval, acceptance or payment by OWNER, CONSULTANT shall be and remain liable in accordance with applicable law for all damages to OWNER caused by errors, omissions or other negligent performance of any of the services furnished under these Contract Documents by CONSULTANT or its subconsultants.

B. Labor and Personnel

CONSULTANT shall furnish competent and skilled personnel to perform the Work under this Contract and all key personnel shall have prior written approval of the Owner. Personnel assigned to perform the Services on a regular basis shall not be taken off the Services without the prior approval of the OWNER, except in the event of termination of such personnel's employment.

CONSULTANT shall submit resumes of the qualifications and experience of all professional persons assigned to the Services. Prior review of Management and Senior Technical personnel will be required. CONSULTANT shall submit resumes and a revised Organization Chart for any personnel changes, for OWNER approval. CONSULTANT shall verify the accredited degrees of technical persons assigned to perform the Services on this Contract.

CONSULTANT shall be responsible for providing a competent Project Manager with direct responsibility for the Services. A Deputy Project Manager shall be designated to act in the absence of the Project Manager. CONSULTANT shall provide an Organizational Chart for approval, showing functional responsibility and authoritative relationship. It shall be CONSULTANT's responsibility to maintain a staff to perform the Services to professional standards.

CONSULTANT shall, if requested to do so by OWNER, remove from the jobsite any employee whom OWNER determines to be incompetent, dishonest, or uncooperative at no cost to OWNER.

C. Obligations

The obligations of CONSULTANT under this section shall not in any way limit or waive the obligations of CONSULTANT imposed by law or any other provision of this Contract.

5. INDEPENDENT CONTRACTOR

CONSULTANT represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the work under this Contract. CONSULTANT shall act as an independent contractor and not as the agent of OWNER in performing the Services and is responsible for maintaining complete control over its employees and all of its lower-tier subconsultants. Nothing contained in this Contract or any lower-tier Subcontract shall create any contractual relationship between any such lower-tier subconsultant and OWNER. CONSULTANT shall perform its work hereunder in accordance with its own methods subject to compliance with the Contract.

6. LAWS AND REGULATIONS

For all work on the airside, all FAA Advisory Circulars, instructions, requirements and specifications must be observed. CONSULTANT must review FAA Advisory Circulars, Federal Register, Federal Aviation Regulations (FAR) Part 139 and Part 152. Note that the preceding documents are examples and do not constitute the entire list of FAA documents that will govern various aspects of the work.

CONSULTANT and its subconsultants of any tier shall ensure that all designs, drawings, specifications, reports, manuals, and other services or materials fully comply with all applicable laws, statutes, rules or regulations in effect on the effective date of this Contract. CONSULTANT shall subsequently monitor, during the period services hereunder are to be performed, for any changes to the applicable laws, statutes, rules or regulations and shall promptly notify OWNER of any changes to same and recommend what action is needed.

CONSULTANT and its subconsultants of any tier shall ensure that all designs, drawings, specifications, reports, manuals, and other services or materials provide facilities and features for the physically handicapped so that buildings normally used by the public are constructed with entrance ramps, toilet facilities, drinking fountains, doors and public telephones accessible to and usable by the physically handicapped. In addition, all designs, drawings, specifications, reports, manuals, and other services or materials for the construction or alteration of public buildings and facilities owned by the State of Nevada or a political subdivision thereof must comply with the applicable requirements of the:

A. Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the regulations adopted pursuant thereto, including, without limitation, the Americans with Disabilities Act

Accessibility Guidelines for Buildings and Facilities set forth in Appendix A of Part 36 of Title 28 of the Code of Federal Regulations (CFR).

B. Minimum Guidelines and Requirements for Accessible Design, 36 C.F.R. 1190.1 et seq.

C. Fair Housing Act, 42 U.S.C. 3604, and the regulations adopted pursuant thereto.

CONSULTANT shall subsequently monitor during the period services hereunder are to be performed for any changes to the applicable laws, statutes, rules or regulations and shall promptly notify OWNER of any changes to same. If redesign is necessary as a result of such change it shall be treated as an additional service.

7. DISCOVERY OF CONFLICTS, DISCREPANCIES, ERRORS OR OMISSIONS

In case of conflict or discrepancies, errors or omissions among and within these Contract Documents the matter shall be submitted immediately by CONSULTANT to OWNER for decision and such decision shall be final. Any work affected by such conflicts, discrepancies, errors or omissions that is performed by CONSULTANT prior to OWNER's determination shall be at CONSULTANT's risk.

8. PATENTS AND COPYRIGHTS

Any patentable result arising out of this Contract, as well as all information, designs, specifications, processes, data and findings shall be made available to OWNER at no additional charge.

No reports, maps, designs, other documents, articles or devices, developed or produced in whole or in part by CONSULTANT or its subconsultants under this Contract shall be the subject of any application of copyright or patent by or on behalf of CONSULTANT or any of its employees or subconsultants.

Subject to the provisions of NRS 338.155(1)(e), CONSULTANT hereby indemnifies and shall defend and hold harmless OWNER and its representatives from and including reasonable attorney's fees incurred as a result of or in connection with any claim that any equipment, material or process or any part thereof specified by CONSULTANT under this Contract infringes any patent, in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONSULTANT or of its subconsultants or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract.

CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing concepts, products or processes, or to modify such infringing concepts, products and processes so they become non-infringing, or obtain the necessary licenses to use the infringing concepts, products or processes, provided that such substituted and modified concepts, products and processes shall meet all the requirements and be subject to all the provisions of this Contract.

9. INDEMNITY

Subject to the provisions of NRS 338.155(1)(e) and (g), CONSULTANT and its subconsultants of any tier, hereby agree to indemnify and hold harmless the COUNTY/OWNER, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the

employees or agents of the design professional in the performance of the contract.

CONSULTANT and its subconsultants of any tier, further agree to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the employees or agents of the design professional which are not based upon or arising out of the professional services of the design professional.

10. NON-DISCLOSURE

CONSULTANT agrees not to divulge to third parties, without the written consent of OWNER, any information obtained from or through OWNER in connection with the performance of this Contract unless; (i) the information is known to CONSULTANT prior to obtaining the same from OWNER; (ii) the information is, at the time of disclosure by CONSULTANT, then in the public domain; or (iii) the information is obtained by CONSULTANT from a third party who did not receive same, directly or indirectly from OWNER and who has no obligation of secrecy with respect thereto.

CONSULTANT further agrees that it will not, without the prior written consent of OWNER, disclose to any third party any information developed or obtained by CONSULTANT in the performance of this Contract except to the extent that such information falls within one of the categories described in (i), (ii) or (iii) above.

CONSULTANT shall not be in breach of this provision if the disclosure of any such information is required by a court of law.

If so requested by OWNER, CONSULTANT further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training including apprenticeship.

CONSULTANT is aware of, and is fully informed of CONSULTANT's obligations under Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented by Department of Labor Regulations (41 CFR, Part 60) and, where applicable, shall comply with the requirements of such Order and all orders, rules, and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, CONSULTANT's attention is directed to 41 Code of Federal Regulations (CFR), Section 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by this reference, is incorporated herein.

CONSULTANT is aware of and is fully informed of CONSULTANT's responsibilities under Executive Order No. 11701 "List of Job Openings for Veterans" and, where applicable, shall comply with the requirements of such Order and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, CONSULTANT's attention is directed to 41 CFR Section 60-250 et seq. and the clause therein entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era", which by this reference, is incorporated herein.

CONSULTANT certifies that segregated facilities, including but not limited to washrooms, work areas and locker rooms, are not and will not be maintained or provided for CONSULTANT's employees. Where applicable, CONSULTANT shall obtain a similar certification from any of its subconsultants, vendors, or suppliers performing work under this Contract.

Without limitation of the foregoing, CONSULTANT's attention is directed to 41 CFR Section 60-741 and the clause therein entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" which by this reference, is incorporated herein.

In addition to the foregoing, CONSULTANT will assist Disadvantaged Business Enterprises to obtain business opportunities by identifying and encouraging disadvantaged suppliers, and subconsultants to participate to the extent possible consistent with their qualifications, quality of work and obligations of CONSULTANT under this Contract.

In connection with the performance of Work under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials (NRS 338.125).

OWNER is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONSULTANT acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONSULTANT recognizes that if it or its subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, OWNER may declare CONSULTANT in breach of the contract, terminate the Contract, and designate CONSULTANT as non-responsible.

12. PROHIBITED INTERESTS

No member, officer or employee of OWNER or of a local public body, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. To CONSULTANT's knowledge, no employee of OWNER has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction or in the business of CONSULTANT; and if any transaction comes to the knowledge of CONSULTANT at any time, a full and complete disclosure of all such information shall be made in writing to OWNER.

13. CONTRACT INTERPRETATION

All questions CONSULTANT may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to OWNER for resolution. OWNER shall render its determination concerning such resolution, which determination shall be considered final and conclusive unless CONSULTANT files a written protest of the determination with OWNER within fourteen (14) calendar days of the date CONSULTANT is notified of the determination. CONSULTANT's protest shall state clearly and in detail the basis thereof. In the

event of a claim against OWNER, CONSULTANT must, in addition to providing notice to the Authorized Representative, present said claim to the Board of County Commissioners pursuant to NRS 244.250 by filing the claim with the County Clerk within six (6) months from the time such claim becomes due or payable. OWNER shall consider CONSULTANT's protest and render its decision thereon within twenty-one (21) days. If CONSULTANT does not agree with OWNER's decision, the matter shall be resolved through good faith efforts upon the part of CONSULTANT and OWNER. If through good faith efforts, the matter is not resolved within fourteen (14) days after OWNER's decision on CONSULTANT's written protest, either party may request mediation before any party commences litigation. Failure of CONSULTANT to request mediation within specified fourteen (14) days shall constitute a waiver by CONSULTANT of all of its rights to further protest, judicial or otherwise. CONSULTANT is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so.

The mediation shall be non-binding. However, all parties commit to participate in the proceedings in good faith with the intention to settle, if at all possible.

The parties shall mutually appoint the individual named as mediator in their case. The Mediator shall act as an advocate for resolution and shall use his best efforts to assist the parties in reaching a mutually acceptable settlement. Any person named as the Mediator shall reveal any conflict of interest which may interfere with serving in that capacity.

The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties in achieving settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.

Party representatives must have authority to settle and all persons necessary to the decision to settle shall be present. The parties acknowledge that Clark County is a public body and any settlement agreed to by its authorized representative(s) is subject to approval by the Board of County Commissioners. The names and addresses of each party's authorized representative(s) shall be communicated in writing to the Mediator.

The parties shall fix the time and place of each mediation session. All mediation sessions must occur in Clark County, Nevada, unless otherwise agreed by the parties. Prior to the first scheduled mediation session, each party shall provide the Mediator a brief written statement, not to exceed ten (10) pages unless the Mediator agrees otherwise, setting forth its positions with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issues presented. The Mediator may require any party to supplement such information.

The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the Mediator. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in an adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the

Mediator and other parties, including reasonable attorney's fees incurred in opposing the efforts to compel testimony or records from the Mediator.

The parties shall maintain the confidentially of the mediation and shall not rely upon, nor introduce as evidence in any arbitral, judicial, or other proceeding: a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

There shall be no record recorded, handwritten notes, or any form of recording of the mediation process.

The mediation shall be terminated: a) by the execution of a settlement agreement by the parties; b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

The Mediator's fee shall be agreed upon prior to mediation. The expenses of witnesses and other mediation preparation costs for either side shall be paid by the party producing such witnesses or making such preparations. All other expenses of the mediation, including fees and expenses of the Mediator, and the expenses of any witness and all the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the parties unless they agree otherwise.

If neither party requests mediation or the parties are unable to resolve the dispute through mediation, either party shall then have the right to proceed with litigation. Any litigation shall occur in the appropriate court located in Clark County, Nevada.

14. AUDIT AND INSPECTION

CONSULTANT shall permit OWNER or any appropriate federal or state agency to inspect and audit all records of CONSULTANT relating to its performance and the performance of its subconsultants under this Contract from the effective date of the Contract through and until expiration of three (3) years after the acceptance of the Services performed hereunder. CONSULTANT agrees to keep and maintain records showing actual time devoted and all costs incurred in the performance of the Services for a period of three (3) years from the accepted completion date. Agreements between CONSULTANT and its subconsultants shall include provisions for such audit. For purposes of audit, the date of the acceptance by OWNER of the performance of the Services shall be the date of OWNER's payment for CONSULTANT's final billing under this Contract, or a period of ninety (90) days from the date of OWNER's Final Acceptance, whichever date is later.

15. MAINTENANCE AND INSPECTION OF RECORDS

CONSULTANT and its subconsultants shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Contract until the expiration of three (3) years from the date of final payment under this Contract. The system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied.

CONSULTANT and its subconsultants shall permit the Authorized Representatives of OWNER or any appropriate federal or state agency to inspect, audit and review and make copies of all work, tracings, plans, specifications, maps, data, records and construction site work performed, gathered or developed under this Contract at any time within the duration of this Contract and within three (3) years after the final acceptance or termination of the services.

CONSULTANT agrees to keep at a location in the metropolitan area of Las Vegas, Nevada, accurate books, records and accounts as pertains to this Contract. CONSULTANT further agrees to make such books, records and accounts available at any time, Monday through Friday, 9 a.m. to 5 p.m. for the inspection of OWNER, or such agents, employees or accountants as OWNER may designate. In the event CONSULTANT's records are at another location, CONSULTANT shall reimburse OWNER for reasonable traveling expenses to and from the location of said records for the auditing of said records.

16. FINAL ACCEPTANCE

Upon completion of the whole of the Work, CONSULTANT shall notify OWNER in writing of the date of said completion and request confirmation of same by OWNER. Upon receipt of said notice, OWNER shall promptly confirm to CONSULTANT in writing that the whole of the Work was completed on the date indicated in said notice or provide CONSULTANT with a written listing of work not completed. With respect to work listed by OWNER as incomplete, CONSULTANT shall complete such work and the above acceptance procedure shall be repeated.

17. SUBCONTRACTS AND ASSIGNMENTS

Any subcontract entered into by CONSULTANT with any subconsultant or any person or organization for the performance of this Contract or any portion thereof without the prior written consent of OWNER shall be void. Consent will not be given to any proposed subcontract, as mentioned above, which would relieve CONSULTANT or its surety of their responsibilities under this Contract. CONSULTANT shall, upon request of OWNER, furnish OWNER with two copies of all such subcontracts, purchase orders or similar documents, provided that the prices thereon may be deleted unless the compensation to be paid thereunder is reimbursable under this Contract.

CONSULTANT may assign monies due or to become due it under the Contract, and such assignment will be recognized by OWNER, provided that written notice thereof is given to OWNER at least ten (10) calendar days before payment is due. Any assignment of monies shall be subject to all proper set-offs in favor of OWNER and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by OWNER for the completion of the work in the event CONSULTANT should be in default therein, or for the payment of claims or liens.

18. CONSTRUCTION COST

A fixed limit of Construction Cost may be established as a condition of this Contract. Said limit shall be established at the completion of the schematic design phase. However, CONSULTANT shall, after consultation with OWNER, be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Construction Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. CONSULTANT may also include in the Construction Documents, alternate bids to adjust the Construction Cost to the fixed limit. CONSULTANT's provision for such alternate bids shall not be deemed to require a Change Order.

If a project budget or fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, OWNER shall either: (1) give written approval of an increase in such fixed

limit and bidding contingency percentage; or (2) authorize the re-bidding after revising of the project scope and quality as required to reduce the Probable Construction Cost. In the event the second alternative is chosen, CONSULTANT shall modify the drawings and specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such modifications shall be the limit of CONSULTANT's responsibility in completing the bidding or negotiation phase and, having done so, CONSULTANT shall then be entitled to additional compensation through a Change Order.

19. TAXES

CONSULTANT shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the Contract and shall make any and all payroll deductions required by law. CONSULTANT hereby indemnifies and holds harmless OWNER from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

20. COVENANT AGAINST CONTINGENT FEES

CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business.

21. INSURANCE

A. During the term of this Contract, CONSULTANT shall procure and maintain insurance at its expense insuring for claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, or the CONSULTANT'S agents, representatives or employees. Said policies shall be placed with an insurer admitted to write insurance in the state of Nevada or an authorized non-admitted insurer have a rating of at least A-VII or better by A.M. Best Company.

CONSULTANT shall at all times during the term of this Contract carry, maintain, and keep in full force a policy or policies of insurance as follows:

1. Worker's Compensation Insurance in accordance with laws of the State of Nevada covering CONSULTANT employees.

2. Employer's Liability Insurance with a minimum limit of $500,000.00.

3. Automobile Bodily Injury and Property Damage Liability Insurance for protection against all claims arising from the use of vehicles owned, hired, non-owned, or any other vehicle in the performance of the work included in this Contract.

   Automobile Liability Insurance minimum limits as follows:

   a. Bodily Injury: $1,000,000 per occurrence, and Property Damage: $1,000,000 per occurrence

   or

   b. Bodily Injury/Property Damage Combined: $1,000,000 per occurrence combined single limit

4. Commercial General Liability Insurance providing coverage on an Occurrence Form for operation of CONSULTANT, which includes coverages for Products and Completed Operations, Contractual Liability, Cross Liability, and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	$2,000,000
Products/Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence Limit	$1,000,000

5. Umbrella Liability Insurance off Site that is excess of the primary automobile liability, employer's liability and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than $5,000,000.

   The CONSULTANT and their subconsultants will be required to maintain a $5 million General Liability policy if they are required to be on site during the Warranty period.

6. Professional Liability: Professional liability insurance shall not be less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must be maintained and evidence of insurance must be provided for at least two (2) years after completion of or termination of this contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the Owner, or the CONSULTANT must purchase "extended reporting" coverage for a minimum of two (2) years after termination of this contract.

B. All insurance, except for Professional Liability insurance, shall be on an occurrence basis and not a claims made basis.

C. Said policies, except Worker's Compensation and Professional Liability Insurance, shall name OWNER, Clark County, Nevada, its Commissioners, Officers, Employees, related entities and Authorized Representatives as additional insured's with respect to liability arising out of the activities by or on behalf of the additional insured in connection with this project. The policies will be primary and any other insurance carried by OWNER and/or CONSULTANT shall be excess and not contributing therewith.

D. Each insurance policy supplied by CONSULTANT (or its subconsultants) must be endorsed to provide that the coverage will not be canceled or materially changed except after written notice has been given to OWNER. CONSULTANT shall provide written notice of any material change, suspension, voiding or reduction in coverage or in limits, of any insurance policy, which provides coverage required by this Agreement and would degrade the coverage and limits required herein. Said notice must be provided per policy provisions. This notice requirement does not waive the insurance requirements contained herein.

E. All required insurance coverage as stated herein will be evidenced by a current ISO (Insurance Services Office) ACORD Form 25 Certificate(s) of Insurance as well as additional insured endorsements. No General Special certificate forms will be accepted. Such Certificates will include, but will not be limited to, the following:

   1. All Certificates for each insurance policy are to be signed by a person authorized by that insurer.

2. Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. The insurance companies must have a Best Rating of at least A-VII or better in the latest edition of Best's Insurance Reports. The adequacy of the insurance supplied by CONSULTANT (or its subconsultants) including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER, approval of which shall not be unreasonably withheld.

3. CONSULTANT (or its subconsultants) will furnish renewal certificates for the required insurance during the period of coverage required by this Contract.

4. CONSULTANT (or its subconsultants) will furnish renewal certificates for the same minimum coverages as required by this Contract. The notice for renewal will be submitted ten (10) days in advance of the expiration date shown on the Certificate of Insurance. If, within thirty (30) days from the date of expiration, the Certificate has still not been provided, OWNER may declare CONSULTANT (or its subconsultants) in default of its obligations under this paragraph.

5. All deductibles and self-insured retentions greater than $25,000 will be fully disclosed in the Certificates of Insurance. Deductibles/Self-insured Retentions on any policy greater than $25,000 requires approval from the OWNER.

6. The acceptance of any Certificate of Insurance evidencing the required insurance coverage's and limits does not constitute approval or agreement by Clark County Department of Aviation that the insurance requirements have been satisfied or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements. Failure of Clark County Department of Aviation to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Clark County Department of Aviation to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

7. For any claims related to this Contract, CONSULTANT's insurance coverage shall be primary. Any insurance or self-insurance maintained by Clark County, its Commissioners, Officers, Employees, related entities, and authorized representatives shall be in excess of the CONSULTANT's insurance and shall not contribute therewith.

F. Waiver of Subrogation

CONSULTANT hereby grants to OWNER a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the OWNER by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OWNER has received a waiver of subrogation endorsement from the insurer.

G. Subconsultants

CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all of the requirements stated herein, and CONSULTANT shall ensure that the OWNER is an additional insured on insurance required from subconsultants.

H. Furnishing Insurance Policies
OWNER reserves the right to require CONSULTANT to furnish actual insurance policies for examination by OWNER.

I. Familiarity with Coverages

It is CONSULTANT's responsibility to familiarize itself with the coverages described in this General Condition.

22. TERMINATION OR SUSPENSION

OWNER may by written notice to CONSULTANT terminate this Contract in whole or in part at any time, either for OWNER's convenience, or for the default of CONSULTANT. When said termination occurs prior to completion of any phase of this Contract, CONSULTANT shall be paid for the services actually performed during each phase. The amount to be paid CONSULTANT at the time of said termination shall be based on the provisions in Exhibit "C" – Compensation Conditions, insofar as satisfactory services have been rendered in phases which have not been substantially completed and provided that said method of compensation does not exceed extent of work performed. Notice of Termination shall be in writing and sent by certified mail to CONSULTANT.

Upon such termination by OWNER, all data, plans, specifications, reports, estimates, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by CONSULTANT in performing this Contract shall, in the manner and to the extent determined by OWNER, become the property of (unless prohibited by NAC 623.780) and be promptly delivered to OWNER.

If the termination is attributable to the default of CONSULTANT, OWNER shall have the right to complete such work by whatever method OWNER may deem expedient, including employing another Consultant under such form of agreement as OWNER may deem advisable, or OWNER may perform any part of such work that has been terminated. The expense of so completing such work together with the reasonable charge for administering any agreement for such completion will be charged to CONSULTANT and such expense will be deducted by OWNER from such monies as may be due or may at any time thereafter become due to CONSULTANT. In any case, if such expense exceeds the sum which would have otherwise been payable under this Contract, then CONSULTANT shall be liable for and shall, upon notice from OWNER, promptly pay to OWNER the amount of such excess. If, after termination for default of CONSULTANT, it is determined that CONSULTANT was not in default, the termination shall be deemed to have been a termination at will by OWNER.

OWNER shall have the right to terminate, abandon or suspend all or part of the project at will. If OWNER chooses to terminate all or part of the project, it shall provide CONSULTANT thirty (30) days written notice of its intent to do so. If all or part of the project is suspended or abandoned for more than one hundred twenty (120) days, the same shall be treated as being terminated at will. In the event of a termination at will, CONSULTANT shall receive, in addition to compensation for all of its satisfactory services, which have been rendered, reimbursable expenses and termination expenses which include expenses directly attributable to termination for which CONSULTANT is not otherwise compensated. No amount shall be allowed for anticipated profit on unperformed services.

Upon receipt of notice of termination at will in accordance with the above provisions, CONSULTANT shall:

A. Promptly discontinue all services affected (unless the notice directs otherwise); and

B. Upon receipt of final termination payment deliver or otherwise make available to OWNER all finished or unfinished documents and information which have been accumulated, developed or prepared by CONSULTANT in performing services under this Contract.

Upon any termination of this Contract, OWNER may take over the work and prosecute it to completion by agreement with another party or otherwise after granting CONSULTANT appropriate and acceptable Hold Harmless Agreement for the use of all or portions of its work.

If OWNER wishes to resume all or part of the Project after it has been suspended for more than one hundred twenty (120) days and thereafter CONSULTANT has notified OWNER that it deems the suspension to be a termination at will by OWNER, CONSULTANT compensation shall be equitably adjusted.

23. SANCTIONS UPON IMPROPER ACTS

In the event CONSULTANT (or any of its officers, partners, principals or employees acting with its authority) is convicted of a crime involving a public official, arising out of, or in connection with, the procurement of work to be done or payments to be made under this Contract, this Contract shall, at the discretion of OWNER, be terminated. Upon such termination, CONSULTANT shall be paid only for Services performed to the date of termination, and refund shall be made to OWNER for any profits realized by this Contract, and CONSULTANT shall be liable to OWNER for any costs incurred by OWNER over and above the maximum amount payable to CONSULTANT as set forth in this Contract in completing the Services to be undertaken by CONSULTANT under this Contract. At the discretion of OWNER, the sanctions described in this paragraph shall also be considered applicable to any such conviction after the expiration of the term of the Contract. The rights and remedies set forth herein shall in no way be considered or construed as a waiver of any other rights or remedies available to OWNER under this Contract or at law.

24. STANDARDS AND CODES

Wherever references are made in the Contract to standards or codes in accordance with work, which is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

In case of conflict among any referenced standards and codes or between referenced standards, codes and Exhibit "D" - Technical Specifications, OWNER will determine which will govern.

25. INSPECTION OF WORK

All work performed by CONSULTANT shall be properly reviewed by CONSULTANT at its expense, and shall at all times be subject to quality surveillance by OWNER, or its authorized representatives who shall be afforded full and free access to the places of business of CONSULTANT necessary for such quality surveillance during normal business hours. CONSULTANT shall provide safe and adequate facilities, drawings, documents and samples as requested, and shall provide assistance and cooperation including stoppage of its work to perform such examination as may be necessary to assure full compliance with the requirements of this Contract. Neither the failure to make such quality surveillance nor to discover defective workmanship shall relieve CONSULTANT of its obligations under this Contract nor prejudice the rights of OWNER thereafter to reject or require the correction of defective work in accordance with the provisions of this Contract.

26. OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All documents, data, studies, surveys, drawings, specifications, maps, field notes, photographs, reports, books and estimates gathered or prepared for or by CONSULTANT and its subconsultants pursuant to this Contract shall be the property of OWNER (unless prohibited by NAC 623.780) without restriction or limitation on their use and shall be made available, upon request at any time. Original copies of such shall be delivered by CONSULTANT to OWNER upon final acceptance or termination of the Services. CONSULTANT shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of OWNER.

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by CONSULTANT and its subconsultants the costs of which have been reimbursed to CONSULTANT as a direct cost, shall be turned over to OWNER at completion or earlier termination of the Services or otherwise disposed of as directed by OWNER; the proceeds of any such disposal shall be credited to OWNER.

27. CONSULTANT INGRESS AND EGRESS

CONSULTANT shall check in with the OWNER whenever visits are made to the project site during design or construction. CONSULTANT's access to the work area will be permitted only through approaches that will be designated by OWNER, with OWNER escorts, and then only in such manner that CONSULTANT's traffic will not interfere with OWNER's operations. CONSULTANT shall, at all times, be under controlled ingress and egress at the site. CONSULTANT personnel are not to enter into any areas of the job site other than work areas and areas of designated access.

28. PROJECT SIGNS, PUBLICITY, AND ADVERTISING

With the exception of the right reserved by OWNER to erect a sign in connection with the project and unless otherwise provided in the Contract Documents, CONSULTANT shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising device, without prior written approval of OWNER.

CONSULTANT shall not make any announcement or release any information concerning this Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from OWNER.

29. ENTIRE AGREEMENT

This Contract embodies the entire agreement between OWNER and CONSULTANT. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

30. NON-WAIVER

No failure by OWNER to insist upon the strict performance of any provision of this contract or to exercise any right or remedy consequent upon a breach by CONSULTANT thereof, and no acceptance of all or any part of the Services or other action by OWNER preventing the continuance of any such breach shall constitute a waiver of any such breach or any subsequent breach of such provision. In the event OWNER issues a waiver, no such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of the Contract unless expressly stipulated in such waiver.

31. APPLICABLE LAW

This Contract shall be interpreted under and governed by the law of the State of Nevada. Any litigation shall take place in Clark County Nevada.

32. SUCCESSORS AND ASSIGNS

Neither party may assign its rights and obligations pursuant to this Contract without the written consent of the other parties. The consent of a party to any assignment shall apply only to the incidents expressed and provided for in the written consent, and shall not be deemed a consent to any subsequent assignment.

Subject to the foregoing, this Contract inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

33. SUBORDINATION

Any and all provisions of this Contract shall be subordinate to:

A. Rights and duties of OWNER to the United States of America under any present or future agreement for the expenditure of funds, operation, maintenance or development of the Airport; and

B. Rights and duties of the United States of America to operate all or part of the Airport under emergency conditions.

34. SEVERABILITY

In the event of a determination that any portion of this Contract is invalid or unenforceable, the invalidity or enforceability or any particular provision of this Contract shall not effect the other provisions and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

35. SURVIVABILITY

The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement, will survive the expiration or termination of the agreement howsoever caused.

36. GOVERNING ORDER OF CONTRACT DOCUMENTS

The following Contract Documents constitute the Contract and include various divisions, sections and conditions which are essential parts for the services to be provided by CONSULTANT. A requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete scope of work. In case of discrepancy, the following precedence will govern:

A. Contract - Executed Form of Contract with attachments
B. Exhibit "A" - General Conditions
C. Exhibit "B" - Special Conditions
D. Exhibit "C" - Compensation Conditions
E. Exhibit "D" - Technical Requirements
F. Exhibit "E" - CONSULTANT's Proposal, Dated May 19, 2022

G. Exhibit "F" – Required Contract Provisions

37. THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the Contract for any purpose including, but not limited to, maintaining a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

EXHIBIT "B"
SPECIAL CONDITIONS

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EXHIBIT "B"
SPECIAL CONDITIONS

1. CHANGES IN SERVICES

When changes in the Services are directed by OWNER or requested by CONSULTANT, CONSULTANT shall promptly estimate the cost and schedule impact of the change in Services and so notify OWNER in writing within thirty (30) calendar days of such change, act or omission. CONSULTANT shall submit detailed information substantiating its impact in sufficient detail to permit thorough analysis and negotiation. The labor unit rates in Exhibit C, Attachment "B" shall be a utilized as a basis for negotiation. The CONSULTANT shall submit to the OWNER for approval, the category of personnel to be utilized for the additional work and a description of the function to be performed. No change shall be implemented by CONSULTANT unless it is approved by OWNER in writing and, unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes in the Services. If OWNER determines that any change materially affects the cost or time of performance of this Contract as a whole, CONSULTANT and OWNER will mutually agree in writing to an equitable adjustment. Whether the change will be priced as "Lump Sum" or "Hourly, Not to Exceed" will be at the OWNER's discretion.

CONSULTANT shall proceed diligently with performance of the Services, pending final resolution of any request for relief, dispute, claim, appeal, or action arising under the Contract, and comply with any decision of OWNER. Upon agreement as to the impact of the change or act or omission, the Contract shall be modified accordingly.

2. COMMENCEMENT AND COMPLETION OF WORK

CONSULTANT shall commence performance of the Services under this Contract on the date specified in the formal notice to proceed, and shall furnish sufficient forces, facilities, and shall work such hours necessary so as to prosecute the Work to completion in accordance with the following Contract dates:

CONTRACT DELIVERABLE		DUE DATE
Submittal of 35% Documents		NTP plus 57 days
Submittal of 65% Documents		NTP plus 123 days
95% Design Submittal		NTP plus 158 days
Issued for Bid / Construction Set to Owner (Permit Approval plus 14 days)		NTP plus 208 days
Submittal of Final Issued for Bid / Construction (Issued for Bid/Construction plus 49 days)		NTP plus 222 days
Proposed Construction Duration		300 days

CONSULTANT shall give OWNER full information in advance as to its plans for performing each part of the Work. In addition, CONSULTANT shall, within ten (10) calendar days of award of the Contract, submit to OWNER for concurrence a complete and detailed listing of all deliverables and submittals required by the Contract and the anticipated transmittal date of each. CONSULTANT shall notify OWNER in writing of any actual or anticipated delays immediately upon discovery. If at any time, CONSULTANT's actual progress is inadequate to meet the requirements of this Contract, OWNER may notify CONSULTANT to take such steps as may be necessary to improve its

progress. If, within a reasonable period as determined by OWNER, CONSULTANT does not improve performance to meet the Contract Milestone dates set forth above, OWNER may require an increase in CONSULTANT's labor force, the number of shifts, overtime operations, and additional days of work per week, all without additional cost to OWNER. Neither such notice nor OWNER's failure to issue such notice shall relieve CONSULTANT of its obligation to achieve the quality of work and rate of progress required by this Contract.

If OWNER determines that the delay was unforeseeable, beyond the control and without the fault or negligence of CONSULTANT, OWNER will determine the duration of the delay and will extend the Contract Deliverable due date accordingly. Such extension shall be the sole remedy for the delay. Delays attributable to and within the control of CONSULTANT's subconsultants of any tier shall be deemed delays within the control of CONSULTANT.

The above submittals will be made to OWNER's Representative, and the submittal periods include a 14-day allowance for OWNER review and comment for each Submittal.

3. NOT USED

4. SUBCONTRACT AGREEMENT TERMS AND CONDITIONS

Subcontract agreements shall require the same terms and conditions expressed in Exhibits "A" - General Conditions and "B" - Special Conditions of this Contract except for Professional Liability Insurance as described in Exhibits "A" - General Conditions, Article 21.0 Insurance. Subcontract agreements shall require Professional Liability Insurance for services performed by subconsultants licensed to provide professional design services (for example, Architects, Engineers, Land Surveyors, etc.).

5. WORK LOCATION

CONSULTANT shall establish an office in the Metropolitan area of Las Vegas, Nevada during the performance of this Contract. The office will be staffed, at a minimum, by the Project Manager, and necessary support personnel to adequately coordinate the design and construction services.

6. CONSULTANT LIMITATION OF RESPONSIBILITY

CONSULTANT shall only be responsible for the duties to be performed as set forth in these Contract Documents. CONSULTANT shall not be responsible for the acts or omissions of the construction contractor or construction subcontractor or supplier of any tier, of the employees or agents or any other persons performing any of the construction work which, according to generally accepted construction practices, is the contractor's responsibility, including, but not limited to, the general means and methods of construction, job site conditions, security and safety throughout the entire time and course of construction of the project.

7. AIRSIDE SECURITY REQUIREMENTS

CONSULTANT is responsible for itself and all subconsultants to ensure that they comply with all security requirements imposed by OWNER.

CONSULTANT shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. CONSULTANT shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to any property. CONSULTANT shall continuously inspect all its Work, materials, equipment and facilities to discover and determine

any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

CONSULTANT shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

CONSULTANT shall comply with the airport security regulations for the site and all applicable laws and regulations. CONSULTANT shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve CONSULTANT of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner CONSULTANT's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

CONSULTANT shall be responsible to obtain from OWNER copies of applicable Airport security regulations and comply therewith, including, if applicable, payment of any vehicle registration or personnel badging costs.

A. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

1. Landside/Public: The non-secure portion of the Airport;
2. Airside: The Secured Area/Security Identification Display Area (SIDA); and
3. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA.

All CONTRACTOR personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for security and identification purposes.

B. Federal Aviation Regulations

49 Code of Federal Regulation (CFR), Part 1542, governing US Commercial Airports' Security Program requires that security of the Sterile Areas and the Secured Areas/SIDA at Harry Reid International Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines ($11,000.00 per occurrence) for potential security breaches or violations or actual security breaches and violations by authorized and unauthorized persons and vehicles entering the Secured Area/SIDA on Harry Reid International Airport. OWNER will be reimbursed by CONTRACTOR for any fines levied for breaches or violations of security due to CONTRACTOR's activities or those of any tier subcontractor. At all times, when working on the Airport, regardless of location, CONTRACTOR's personnel must visibly display above the waist and on their outermost garment the appropriate Harry Reid International Airport security identification badge. Personal fines of up to $1,100.00 may be assessed by the TSA for security violations.

CONTRACTOR agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations and Rules by CONTRACTOR and its employees or any of CONTRACTOR's subcontractors, vendors, suppliers and agents and their employees.

CONTRACTOR acknowledges that Harry Reid International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions, or poses a safety or security risk to the Airport, which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

C. Access to the Airport Security Areas

Access to the Airport Secured Area/SIDA/Sterile Area can be gained by personnel displaying a Maroon or Green badge. A Yellow badge is required for all personnel who do not have a Maroon or Green badge. Yellow badge holders must be escorted into the Airport Secured Area/ SIDA/Sterile Area by an individual with unescorted access authority. Yellow badge holders do not have escort authority. The ratio of Yellow badge holders to Green badge holders is five to one (5:1). CONTRACTOR will be allowed access to only those areas necessary to complete the Work.

D. Airport Security Area Work Areas

If a Maroon or Green badge holder enters a part of the Airport Secured Area/SIDA/Sterile Area for which access has not been authorized, CONTRACTOR may be subject to a fine as detailed in Article 8.2.1, and personnel may be subject to immediate and permanent removal, to include security identification badge revocation, from the Airport by OWNER. OWNER also reserves the right to fine the CONTRACTOR $1,000.00 per each violation committed by its employees or any of the CONTRACTOR's subcontractors, vendors, suppliers, and agents and their employees.

E. Landside/Public Work Areas

CONTRACTOR's personnel with a Yellow badge can gain access to Landside/Public work areas without escort only as stipulated by OWNER.

8. FAA FINES

CONSULTANT agrees to accept and reimburse OWNER for any fines levied against OWNER by the Civil Aviation Security Field Office for any violation of any FAA Security Regulations by CONSULTANT, its employees or any of its subconsultants, vendors, and agents and their employees.

9. S/M/W/DBE CONTRACT COMPLIANCE REQUIREMENTS

A. S/M/W/DBE Obligation

As detailed in Attachment No. Two to the Contract - S/M/W/D Business Enterprise Utilization, CONSULTANT agrees to ensure that Small, Minority, Women-Owned, or Disadvantaged Business Enterprises as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts under this agreement. Accordingly, CONSULTANT shall not discriminate on the basis of race, color, national origin, sex, or sexual orientation in the award and performance of said contracts.

B. S/M/W/DBE Verification Reports

OWNER will be tracking and verifying the efforts made by CONSULTANT to subcontract with S/M/W/DBE firms.

CONSULTANT will be required to submit the following forms during performance of the Contract so that OWNER may verify S/M/W/DBE participation:

1. Copy of the subcontract and/or purchase order issued to S/M/W/DBE Subconsultant or Vendor with first pay estimate.

2. Attachment A – Monthly S/M/W/DBE Participation Report (to be submitted with each pay estimate for each S/M/W/DBE and after final payment to the S/M/W/DBE Subconsultant or Vendor).

3. Attachment C - Monthly S/M/W/DBE Subconsultant/Vendor Information (to be submitted with each pay estimate and after final payment to the S/M/W/DBE Subconsultant or Vendor).

4. Attachment D - Annual Verification of S/M/W/DBE Participation with columns 1, 2 and 3 completed (to be submitted no later than October 15th of each calendar year summarizing all fiscal activity from October 1 of the previous year through September 30 of the current year or that portion of the time period covered by the Contract).

5. Attachment E - Monthly Notification of Change of S/M/W/DBE Firms (to be submitted with monthly pay estimate if a change(s) has been made).

Owner, in turn, will verify the information submitted with the S/M/W/DBE involved through the use of form Attachment B.

10. CONSULTANT CORRESPONDENCE

All CONSULTANT correspondence to OWNER pertaining to this Contract shall be numbered sequentially, grouped by letter or letter of transmittal, commencing with the number 001, signed by CONSULTANT's Authorized Representative. Any correspondence not so numbered or so signed by Authorized Representative shall be returned to CONSULTANT and shall not be recognized as Contract correspondence and shall not be considered to be notice to OWNER of anything and shall not require OWNER to take action or to respond. Documents transmitted electronically must have PDF searchable text.

All CONSULTANT correspondence to OWNER shall be transmitted through OWNER specified system.

11. DRUG AND ALCOHOL TESTING

CONSULTANT acknowledges that it is aware of and is fully informed of CONSULTANT's obligations under 49 CFR, Part 382 of the Federal Motor Carrier Safety Regulations and, where applicable, shall comply with the requirements of such rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, CONSULTANT's attention is directed to 49 CFR, Part 382, Section 103, entitled "Applicability" which, by this reference, is incorporated herein.

Without limitation of the foregoing, CONSULTANT's attention is directed to 49 CFR, Part 40, entitled "Procedures for Transportation Drug and Alcohol Testing Programs", which by this reference, is incorporated herein.

Any violation of such provisions by CONSULTANT shall constitute a material breach of this Contract.

ATTACHMENT A
MONTHLY S/M/W/DBE PARTICIPATION REPORT

NAME OF CONSULTANT: _____ CONTRACT NUMBER: _____

PAY ESTIMATE NO.: _____

S/M/W/DBE FIRM: _____ S/M/W/DBE CONTACT: _____

ADDRESS: _____

S/M/W/DBE TELEPHONE: _____ S/M/W/DBE FAX: _____

INVOICE/ REFERENCE NO. AND DATE		CURRENT INVOICE AMOUNT	DATE PAID	CHECK NUMBER	CURRENT AMOUNT PAID	TOTAL S/M/W/DBE CONTRACT COMMITMENT	TOTAL PAYMENTS TO DATE	S/M/W/DBE CONTRACT BALANCE

Is this Contract Complete? Yes___ No ___

If no, estimated completion date:_____

Estimated outstanding value:_____

_____
Name

_____
Title

_____
Date

ATTACHMENT B
S/M/W/DBE VERIFICATION FORM
(To be Utilized by OWNER)

I certify that _____ has completed work
(Name of S/M/W/DBE Company)

for _____ on the _____ Contract
(CONSULTANT) (Name of Contract)

Contract No. _____, and was paid $_____ by Check No. _____,

Date Paid: _____.

CHECK ONE:

_____ Subconsultant

_____ Supplier

_____ Manufacturer

Services or Goods Supplied

_____
(Signature)

_____
(Name)

_____
(Title)

_____
(Date)

ATTACHMENT C
MONTHLY S/M/W/DBE SUBCONSULTANT/VENDOR INFORMATION

CONTRACT NO: _____

NAME & ADDRESS OF S/M/W/DBE	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	DESCRIPTION OF SUPPLIES TO BE FURNISHED	ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT

Total Contract Amount: $_____

Total S/M/W/DBE Amount: $_____

Percentage of S/M/W/DBE Participation: _____ %

_____
Name of CONSULTANT

By: _____
(Signature of Authorized Signatory)

Name: _____
(Type or Print)

Title: _____

Date: _____

ATTACHMENT D
ANNUAL VERIFICATION OF S/M/W/DBE PARTICIPATION

FISCAL YEAR - OCTOBER 01 THROUGH SEPTEMBER 30

CODE: _____

CONTRACT NAME: _____

CONTRACT NUMBER: _____

CONSULTANT: _____

DATE COMPLETED (If During Fiscal Year) _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
S/M/W/DBE FIRM	ORIGINAL GOAL PER CONTRACT	REPORTED BY CONSULTANT	REPORTED BY S/M/W/DBE	VARIANCE

	($)	(%)
TOTAL CONSTRUCTION CONTRACT AMOUNT		
ORIGINAL S/M/W/DBE GOAL		
S/M/W/DBE GOAL ACCOMPLISHMENT		
VARIANCE		

ATTACHMENT E
NOTIFICATION OF CHANGE OF S/M/W/DBE FIRMS

CONTRACT: _____

S/M/W/DBE FIRMS REPLACING EXISTING S/M/W/DBE FIRMS:

List name, address, description of work, dollar value of subcontract for each S/M/W/DBE firm being removed from the Contract and then identify the replacement S/M/W/DBE firm, with same data listed.

NEW S/M/W/DBE FIRMS HIRED:

List name, address, description of work, dollar value of subcontract for each S/M/W/DBE firm being hired. For DBE firms, include a copy of firm's current DBE Certification. For S/M/W/DBE firms, indicate referral source (Harry Reid /NDOT DBE Directory, Clark County Business Utilization Directory, Minority or Women Trade Organizations or Chamber Member listings, etc.)

_____
Name of CONSULTANT

By: _____
Signature of Authorized Signatory

Name: _____
(Type or Print)

Title: _____

Date: _____

APPROVAL BY OWNER

By: _____
Name:

Title: _____

Date: _____

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

EXHIBIT "C"
COMPENSATION CONDITIONS

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EXHIBIT "C"
COMPENSATION CONDITIONS

1. **WORK TO BE PERFORMED:**

CONSULTANT shall furnish all professional services required and necessary for Design and Construction Support Services for the LAS Drainage Improvements at Runways 8/26 at Harry Reid International Airport. CONSULTANT shall perform all the operations necessary and required for the satisfactory completion of all Work detailed in these Contract Documents.

2. **FEES FOR SERVICES:**

OWNER shall pay to CONSULTANT **ONE MILLION ONE HUNDRED FORTY-NINE THOUSAND THREE HUNDRED FORTY DOLLARS AND ZERO CENTS** ($1,149,340.00), subject to the provisions set forth below. This amount represents a Lump Sum Cost for design and bidding phase services ($944,921.00), a not-to-exceed amount for construction and record drawing phase services ($59,419.00), and Direct Expense and Special Allowances ($145,000.00).

The breakdown of the costs for the Work to be performed is summarized below and detailed in **ATTACHMENT A**. CONSULTANT shall not utilize funds from one phase or pay item for services performed in another phase or pay item.

SCHEDULE OF COMPENSATION

PAY ITEM	DESCRIPTION	UNIT	SUBTOTAL
1	Submittal of 35% Design Package	LS	$317,237.00
2	Submittal of 65% Design Package	LS	$184,078.00
3	Submittal of 95% Design Packages	LS	$193,860.00
4	Issued for Bid / Construction Sets	LS	$109,546.00
5	Optional Design Electrical	Hourly	$100,200.00
6	Optional Potholes	EA	$40,000.00
Total for Design and Bidding Phase Services			**$944,921.00**
7	Construction Phase Services	Hourly	$40,720.00
8	Record Documents*	Hourly	$18,699.00
Total for Construction and Record Document Phase Services			**$59,419.00**
9	Direct Expense Allowance	LS	$20,000.00
10	OWNER's Special Allowance	LS	$125,000.00
ESTIMATED TOTAL FOR ALL PAY ITEMS 1 THROUGH 10			**$1,149,340.00**

* Only 50% of this line item will be paid until the Record Documents are reviewed and approved. OWNER may request an interim submittal to review progress.

A. Design and Bidding / Construction Documents
The lump sum prices identified in this section are firm and fixed for the duration of the Services and are not subject to price adjustment for any cause. Payment of the Total for Design and Bidding / Construction Documents Phase Services will constitute full payment

for performance of the Work and covers all costs of whatever nature including direct costs, taxes, overhead, and profit incurred by CONSULTANT in accomplishing the Work.

B. Construction and Record Documents Phase Services

OWNER shall pay CONSULTANT for Construction and Record Documents Phase Services based on hourly rates, not-to-exceed (NTE) the amounts identified in the Schedule of Compensation, subject to the provisions set forth below and described in **EXHIBIT "D" TECHNICAL REQUIREMENTS**.

CONSULTANT shall be paid Wages and Salaries in accordance with actual hours worked by its production personnel, multiplied by their hourly wage, and actual engagement of salaried personnel as a portion of their salary (not to exceed 100%) on this Project. Timesheets with a general description of the work being performed must be maintained by the hourly and salaried employees and submitted with the Pay Estimate.

CONSULTANT shall not include, and OWNER shall not be obligated to pay, costs that exceed the Total Estimated Cost and Fee for any one Phase, except as provided elsewhere.

C. The following are those costs that are reimbursable under this Contract:

1. Wages and Salaries for Services that are Billed on an Hourly Basis – **Attachment B** identifies the maximum hourly wages or salaries for CONSULTANT's personnel and subconsultants personnel anticipated to charge time to this Contract in the performance of the Services. CONSULTANT shall invoice at the hourly rate for each individual and shall not exceed these agreed to rates. These rates are fully loaded and are inclusive of all direct and indirect payroll costs, overhead and profit for the applicable labor classification.

2. Other Direct Expenses – All other costs and expenses paid by CONSULTANT in connection with the Services, as allowed by Article 3. - **REIMBURSABLE EXPENSES**, including subconsultants and subcontractors, but exclusive of those set forth above, shall be billed to OWNER at a multiple of 1.0 times the amount billed to CONSULTANT for such Services.

D. Measurement and Payment

Referencing the **SCHEDULE OF COMPENSATION**, payment will be made as follows:

1. Pay Items 1-4

Payment will be made on a monthly basis for percent complete on each individual phase of work as defined in **EXHIBIT "D" TECHNICAL REQUIREMENTS**.

2. Pay Items 5-6

Payment will be made on an an hourly basis or each basis based on the actual work performed and shall not exceed the amount listed in the Compensation Section. Owner authorization is required for these pay items.

3. Pay Items 7-8

Payment will be made on a monthly basis in accordance with actual hours worked for construction support services and record document preparation, as defined in **EXHIBIT "D" TECHNICAL REQUIREMENTS**.

4. Pay Item 9 – Direct Expense Allowance - Reimbursable

Payment for the Direct Expense Allowance will occur throughout the duration of the contract. Specific items eligible for reimbursement and submission requirements are outlined in Article 3. - **REIMBURSABLE EXPENSES**.

5. Pay Item 10 – Owner's Special Allowance

Payment will be made only when the OWNER has directed a change to the scope of work that was not included in the original Contract documents. A sum of funds in the form of a Special Allowance has been included for additional work not included in the Contract Documents. The Special Allowance may be used, at OWNER's discretion, to reimburse CONSULTANT for OWNER approved costs associated with performance of work in accordance with **EXHIBIT "B" SPECIAL CONDITIONS**, Article 1. - **CHANGES IN SERVICES**. OWNER shall determine if the work entailed does fall under the jurisdiction of the Special Allowance and OWNER's decision shall be final. If a balance remains at the end of the contract, it will be deducted from the final contract price.

6. Personnel Hourly Rates

Classifications that are being invoiced as "Engineer" or "Architect" can only be applied to individuals appropriately licensed. This includes classifications that are billed at a rate equal to or higher than "Engineer" or "Architect" that may not include the term "Engineer" or "Architect" such as "Principal", "Associate", or 'Senior Project Manager". Proof of licensure may be required. The OWNER's expectation is that the CONSULTANT has individuals in specific job classifications performing tasks commensurate with the position. As an example, drafting work would be paid at the drafting rate, regardless of the individual performing the work. This applies to any portion of the fee that is paid at an hourly rate.

3. REIMBURSABLE EXPENSES

Reimbursable expenses shall be paid from the Direct Expense Allowance, as designated by the OWNER. Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual reasonable expenditures made by CONSULTANT and CONSULTANT's employees and subconsultants in the interest of the Project for the expenses listed in the following sections:

A. Travel

CONSULTANT must obtain prior written approval from OWNER before commencing any project related travel. CONSULTANT's travel requests must be submitted by CONSULTANT to OWNER on a form prescribed by OWNER and must be authorized on the same form by OWNER. Failure to obtain prior written approval from OWNER will result in non-payment of travel costs incurred. Copies of receipts must be provided to substantiate travel expenditures. OWNER will reimburse CONSULTANT for actual

expenses only up to the maximum Federal Travel Regulations (FTR) rates for lodging, meals, and incidentals expense (M&IE).

Receipts must be provided for meals, taxi, tips, tolls, and miscellaneous expenses. CONSULTANT may be requested to provide an original receipt to support an invoice. Failure to provide the original may be cause to disallow the expense. Entertainment expenses will not be reimbursed.

B. Airfare

Airline travel shall be reimbursed at actual least-cost, economy (non-refundable) airfare rates with hard copies of either electronic or paper ticket receipts, along with a copy of the signed Travel/Request Authorization Form. Airline tickets must be purchased a minimum of seven (7) days in advance of the anticipated travel date to obtain the economy airfare rate. Failure to book an airline ticket in advance, through no fault of OWNER, may result in CONSULTANT paying the net difference between the actual cost of the ticket and the advance economy purchase fare. Maximum one day of travel is authorized. M&IE to and from CONSULTANT's point of origin will be reimbursed at 75% of the daily allowance.

C. Lodging

Actual and reasonable lodging costs up to the maximum FTR rate will be reimbursed substantiated by receipts. Failure to provide receipts of costs incurred will result in non-payment of the expense. Hotel internet connections are not reimbursable and shall be considered as part of an overhead function.

D. Rental Car Expenses

Economy or standard intermediate rental car, parking fees and gasoline costs are reimbursable with copies of receipts for each of these respective expenditures from the actual provider. Personal accident insurance is not reimbursable. Should CONSULTANT's employee elect to utilize an alternate mode of transportation in lieu of air travel, reimbursement shall be made in accordance with the FTR mileage costs in effect at the time the travel occurs. However, total costs for this mode of transportation may not exceed the total allowances that would have been provided had CONSULTANT's employee traveled by public air carrier (including expenses to/from the airport, lodging and M&IE per diem incurred in excess of that which would have been incurred had CONSULTANT's employee traveled by least-cost, economy air).

E. Permit Fees

License or permit fees will be reimbursed through the Direct Expense Allowance for securing approval of authorities having jurisdiction over the Project. These fees shall be treated as a direct pass through with no additional markups (overhead and fee) added.

F. Document Reproduction

Expense of reproductions, including the submittals required by **EXHIBIT "D" TECHNICAL REQUIREMENTS**, shall be considered a part of the CONSULTANT's overhead cost and is non-reimbursable. If OWNER requests reproductions outside the scope of Contract deliverables, those costs will be reimbursed in accordance with Article 3 – **REIMBURSABLE EXPENSES**. CONSULTANT shall substantiate these costs with third party receipts and/or invoices. Prior to payment, CONSULTANT shall submit with the monthly invoice specific detail on the reproductions for the invoice period being billed,

providing, at a minimum, contract number, number of copies, type of copies, description of what was copied, copy rate, and date. Any other in-house copying is considered incidental, including associated labor, and will not be considered for payment and shall be included in the overhead rate and is non-reimbursable.

Expense of data processing associated with any technical work product and photographic productions outside the scope of Contract deliverables will be reimbursed with prior written approval by OWNER. All other day-to-day functions including scanning of documents shall be considered an overhead function and non-reimbursable.

G. Postage/Mail

It is OWNER's preference that U.S. Mail Services (First Class and Priority Mail) be utilized for any hard-copy submittals. These expenses shall be considered a part of CONSULTANT's overhead costs and are non-reimbursable. Express Mail or overnight carriers shall not be utilized unless required for schedule commitments and must be substantiated with receipts. These expenses will be reimbursed through the Direct Expense Allowance.

H. Telephones

Office telephones and cellular telephone expenses is considered to be a part of the CONSULTANT's overhead cost and is non-reimbursable.

I. Mileage

Mileage costs incurred for local business related travel for meetings, presentations, and site visits is considered to be a part of the CONSULTANT's overhead cost and is non-reimbursable.

J. Insurance

Expense of any additional insurance coverage or limits, including professional liability insurance in excess of $1,000,000 coverage after notice to and approval from OWNER, will be reimbursed at actual cost.

4. PAYMENT FOR ADDITIONAL SERVICES Error! Bookmark not defined.

No payment for additional Services will be made until a price of the additional Services has been mutually agreed between OWNER and CONSULTANT in writing. The total price will be based on a lump sum cost or on the hourly rates identified on **ATTACHMENT B**. Once approved, the price of the additional Services shall be added to the values in **EXHIBIT "C" SCHEDULE OF COMPENSATION.**

Payment for approved additional Services will be made on the pay estimate following completion or pro-rated portion of additional Services.

5. PAY ESTIMATE FORMAT Error! Bookmark not defined.

When work is performed, CONSULTANT and CONSULTANT's subconsultants shall submit Pay Estimates on a monthly basis in a format provided by the OWNER and in accordance with generally accepted accounting principles. The Pay Estimate shall be submitted as one original, consisting of all summary and calculation sheets, supporting documentation, and fully completed and executed

S/M/W/DBE forms as specified in **EXHIBIT "B" SPECIAL CONDITIONS**, Article 9. - **S/M/W/DBE CONTRACT COMPLIANCE REQUIREMENTS**.

CONSULTANT's and subconsultants Pay Estimates shall identify dates of Work, designated Contract Number, and percentage complete for each period within the applicable Design Services phase. Optional Services Lump Sum items shall be on a percentage-complete basis.

To constitute a proper Pay Estimate, the following information must be included and attached:

A. Completed OWNER-provided cover sheet;
B. Description of the task(s) performed on Design Service scope and any Optional Services items including employee timesheets;

C. Copies of receipts and/or third-party invoices substantiating costs incurred;

D. Other substantiating documentation or information as required by the Contract or Owner;

6. PAYMENT TERMS

OWNER shall pay CONSULTANT for the services satisfactorily performed hereunder an amount as provided in Article 2. - **FEES FOR SERVICES** and invoiced to OWNER not more than monthly. If applicable, invoices shall be supported by payrolls, time cards, receipts, and other documents of proof as may be reasonably required by the OWNER.

No payments or invoices or portions thereof shall at any time constitute approval or acceptance of the Work under this Contract, nor be considered to be a waiver by OWNER or CONSULTANT of any of the terms of this Contract.

Payment for Services shall become due thirty (30) days after presentation of CONSULTANT's statement of Services rendered, provided it is approved by OWNER. OWNER will not request a discount for payment of an invoice prior to the due date nor pay a fee or penalty should the payment date exceed the invoice due date. OWNER shall have the right to require additional information before being required to make payment and shall be allowed ten (10) calendar days to review the Pay Estimate. Should a portion of CONSULTANT's Pay Estimate be disputed by OWNER, OWNER will pay the approved portion of such Services. Once the disputed issues are resolved, said Services shall be included with the next monthly Pay Estimate.

OWNER will pay CONSULTANT the value of the accepted invoice less any amounts owed OWNER.

Any amounts otherwise payable under this Contract may be withheld, in whole or in part, if any of the following conditions occur:

A. Any claims are filed against CONSULTANT by OWNER or third parties (for which OWNER is or may become liable), or if reasonable evidence indicates the probability of filing any such claims;

B. CONSULTANT has not submitted:

1. Contract deliverables as specified in the Contract documents;

2. Schedules and/or progress reports as required by the Contract documents;
3. Proper insurance certificates or not provided proper coverage or proof thereof;

C. Adjustments are due from previous overpayment;

D. Offsets in favor of OWNER in other transactions are asserted;
E. CONSULTANT is in default of any contract condition; or

F. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid.

OWNER will pay such withheld payments if CONSULTANT;

A. Pays, satisfies, or discharges any claim of OWNER, or third parties against CONSULTANT arising out of or in any way connected with this Contract; and

B. Cures all defaults in the performance of this Contract.

CONSULTANT shall promptly pay all claims of persons or firms furnishing services, labor, equipment or materials used in performing the Services under this Contract. OWNER may require CONSULTANT to submit satisfactory evidence of payment and release of all such claims. If there is any evidence of any such unpaid claim, OWNER may withhold any payment until CONSULTANT has furnished such evidence of payment and release and shall indemnify and defend OWNER against any liability or loss arising from any such claim.

If claims filed against CONSULTANT or property of OWNER connected with performance under this Contract are not promptly removed by CONSULTANT after receipt of written notice from OWNER to do so, OWNER may remove such claims and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to CONSULTANT. If the amount of such withheld payments or other monies due CONSULTANT under the Contract is insufficient to meet such costs, or if any claim against CONSULTANT is discharged by OWNER after final payment is made, CONSULTANT and its surety or sureties shall promptly pay OWNER all costs incurred thereby regardless of when such claim arose.

7. FINAL PAYMENT

When CONSULTANT considers that all work under the Contract is complete, including submittal and approval of record documents by OWNER, CONSULTANT shall forward the following to OWNER:

A. A written notice that all conditions of the Contract have been concluded;

B. A final billing for the Contract;

C. Itemize any amount due to all S/M/W/DBE Subconsultant vendors; and,

D. A release of all claims against OWNER arising under or by virtue of this Contract, except such claims, if any, as may with the consent of OWNER, be specifically accepted by CONSULTANT from the operation of the release in stated amounts to be set forth therein.

OWNER will review the written notices, final billings and release, and will respond to CONSULTANT within ten (10) calendar days after receipt of same. On the date of Notice of Final Completion, OWNER will evaluate the information presented and commence processing CONSULTANT's payment and shall make final payment to CONSULTANT within thirty (30) days of the date of Notice of Final Completion.

ATTACHMENT A
SCHEDULE OF COMPENSATION – DETAIL

SCHEDULE OF COMPENSATION - DETAIL

PROJECT NO.: 3048 Drainage Improvements at R/W 8/26 at Harry Reid International Airport

CONSULTANT	PAY ITEM	CONTRACT AMOUNT ($)
Horrocks Engineers	35% Preliminary Design	$188,981.00
	65% Design Services	$135,035.00
	Potholes (Each based on 20)	$40,000.00
	95% Design Services	$152,992.00
	Issued for Bid/Construction Documents	$77,707.00
	Construction Phase Support Services (Hourly)	$40,720.00
	Record Documents (Hourly)	$17,458.00
	Other Direct Expenses	$4,000.00
	SUBTOTAL:	**$656,893.00**
Land Surveying	Preliminary Design	$34,160.00
The Barajas Group	65% Design Services	$0.00
	95% Design Services	$0.00
	Issued for Bid/Construction Documents	$0.00
	Construction Phase Support Services (Hourly)	$0.00
	Record Documents (Hourly)	$0.00
	SUBTOTAL:	**$34,160.00**
Geotechnical Engineering	Preliminary Design	$9,800.00
Ninyo & Moore	65% Design Services	$0.00
	95% Design Services	$0.00
	Issued for Bid/Construction Documents	$0.00
	Construction Phase Support Services (Hourly)	$0.00
	Record Documents (Hourly)	$0.00
	SUBTOTAL:	**$9,800.00**
Electrical Engineering	Preliminary Design (Hourly)	$10,812.00
PK Electrical	65% Design Services (Hourly)	$30,836.00
	95% Design Services (Hourly)	$26,756.00
	Issued for Bid/Construction Documents	$21,576.00
	Construction Phase Support Services (Hourly)	$9,020.00
	Record Documents (Hourly)	$1,200.00
	Other Direct Expenses	$4,500.00
	SUBTOTAL:	**$104,700.00**
Construction Cost Estimating	Preliminary Design	$9,657.00
Connico	65% Design Services	$12,351.00
	95% Design Services	$10,543.00
	Issued for Bid/Construction Documents	$7,425.00
	Construction Phase Support Services (Hourly)	$0.00
	Record Documents (Hourly)	$0.00
	SUBTOTAL:	**$39,976.00**

Planning and Civil Design Suppor	Preliminary Design	$74,639.00
HNTB Corporation	65% Design Services	$36,692.00
	95% Design Services	$30,325.00
	Issued for Bid/Construction Documents	$24,414.00
	Construction Phase Support Services (Hourly)	$0.00
	Record Documents (Hourly)	$1,241.00
	Other Direct Expenses	$1,000.00
	SUBTOTAL:	**$168,311.00**
	TOTAL:	**$1,013,840.00**

ATTACHMENT B
MAXIMUM DIRECT HOURLY WAGES

The fixed unit rates below are inclusive of all direct and indirect payroll costs, overhead, and profit for the applicable labor classification. These rates apply only to services or changes in service that are priced as "Hourly, Not-to-Exceed".

HORROCKS ENGINEERS, INC.

Senior Engineer V, P.E.	$297.08
Senior Associate Engineer, PE	$256.89
Principal Engineer III	$244.77
Associate Engineer III, P.E.	$196.47
Engineer IV, P.E.	$199.38
Engineer II, P.E.	$159.95
Senior Design Technician	$161.64
Engineering Intern II	$123.17
Engineering Intern I	$109.03
Administrative Assistant IV	$127.44
Senior CADD Technician II	$161.64
Senior CADD Technician	$121.33

PK ELECTRICAL, INC.

Principal	$240.00
Engineering Manager	$220.00
Sr. Electrical Designer/Engineer	$180.00
Electrical Designer	$160.00
Production Manager	$140.00
Drafter	$110.00

HNTB CORPORATION

Project Manager	$338.23
Design Manager	$314.15
Project Quality Manager	$241.10
Senior Aviation Planner	$312.09
Aviation Planner V	$216.41
Senior Civil Engineer	$250.56
Civil Engineer III	$198.65
Civil Engineer II	$105.90
Civil Engineer I	$109.36
Senior Environmental Planner	$311.47
Environmental Planner	$173.04
Senior Technician	$153.19
Project Administrator	$96.43
CADD Technician III	$118.59

NINYO & MOORE

Principal	$200.00
Project Manager	$170.00
Senior Project Engineer	$160.00
Senior Staff Engineer	$145.00
Technician	$90.00
CADD Technician	$80.00
Clerical	$70.00

THE BARAJAS GROUP

Project Manager	$160.00
CADD Technician	$115.00
Clerical	$35.00
1-Man/GPS or Robotics	$175.00
2-Man/GPS or Robotics	$250.00

1.5 times regular rate per hour for any regular overtime or Saturday overtime.
2 timed the regular rate per hour for any Sunday, holiday overtime, or for work over 11 hours in a regular shift.

CONNICO, INC.

Principal	$236.00
Associate Principal	$273.00
Principal Engineer III	$236.00
Director	$263.00
Chief Cost Specialist	$236.00
Senior Cost Specialist	$201.00
Chief Operating Officer	$177.00
Senior Project Specialist	$162.00
Cost Specialist	$140 to $162
Analyst III	$130 to $140
Analyst II	$111 to $123
Analyst I	$103.00
Administrative Specialist	$125.00

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

EXHIBIT "D"
TECHNICAL REQUIREMENTS

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EXHIBIT "D"
TECHNICAL REQUIREMENTS

1. GENERAL

A. Project Description

The Project purpose is to convert existing storm water conveyance facilities from surface (open ditches) to a closed conveyance system within an area which is bounded by Taxiway "A" on the north, the Airport Operations Area (AOA) fence parallel to Eastern Avenue on the East, the AOA fence parallel to Sunset Road on the south, and Taxiway "D" on the west. The Project scope also proposes to restore the existing detention basin located immediately east of Runway 26 by mucking out debris and sediment that has accumulated on the basin floor. The low flow channels traversing the detention basin floor are also proposed to be converted to a closed conduit system and the outfall reconstructed to tie in the conduits.

B. Location

The work is located at Harry Reid International Airport, within the airfield.

C. Existing Records

OWNER maintains certain limited references of the existing facilities surrounding the designated site that may be obtained by CONSULTANT through OWNER. Drawings, which further define airport facilities, may also be available. Access to these drawings may be arranged by contacting the OWNER's Authorized Representative and requesting an "Electronic File Disclaimer" form that will need to be completed and returned.

On-site investigations and measurements will be necessary to prepare design documents to meet the required level of accuracy.

2. SERVICES

A. Design Phase

CONSULTANT shall provide Design Phase Services as described below:

1. Prepare 35%, 65%, 95%, and Permit and Issued for Bid / Construction contract documents comprising drawings and technical specifications to be submitted for OWNER's review such that OWNER can make informed decisions regarding the project scope and design; collaborate with OWNER during the design phase; and prepare contract documents for the purpose of obtaining bids from General Contractors. Obtain and follow OWNER requirements for the size and presentation standards of the contract documents. Submit the contract documents for review in accordance with Article 3. - **SUBMITTALS**, and resolve all OWNER comments in writing including document revisions, all within the schedule. Assist OWNER in preparing the Technical Requirements section of the Construction Contract and comment upon other sections and attachments as relevant to CONSULTANT's interests and expertise. Provide progressive statements of probable construction cost under separate cover from the contract documents. Identify items requiring quality assurance inspection during shop fabrication or on-site construction. Specify requirements for Source Inspection and Quality Assurance documentation

as applicable. Prepare design drawings as required to accommodate construction phasing.

2. All design work shall be performed under the direct supervision of an architect or engineer licensed in the State of Nevada. All drawings, specifications, and calculations will be sealed and signed by a Nevada licensed architect or engineer, as required by Nevada Revised Statutes (NRS).

3. Prepare a Work Plan for the Services including:

   a. A schedule identifying principle project Services.

   b. An outline of activities including schedule, assistance in presentations, assistance in contract packaging. Submit the Plan and Schedule ten (10) Working days after receiving Notice to Proceed.

4. Coordinate and conduct design review work sessions at In-Progress and 100% design phase to review every drawing sheet and discuss review comments.

5. CONSULTANT shall study existing design documents and investigate the site to become totally familiar with all conditions related to the Services.

6. Topographic Surveys

   In order to accelerate the schedule, it is assumed the historical CADD topo from previous project base mapping will be utilized to develop base project drawings for the 35% submittal. This will allow time to complete the topographic ground survey. CONSULTANT, through its subconsultant, will conduct a detailed topographic ground survey for the project. The detailed survey will include survey cross sections within the proposed demolition and construction areas. Survey cross sections will be established at 50-foot intervals with additional shots taken in certain areas (e.g., grade breaks). Survey work will take place during nighttime hours except for survey activities that are completely outside of runway and taxiway object free areas (ROFA and TOFA). Surveyor shall coordinate with Airside Operations for providing escort personnel. Survey will pick up any lights, signs, storm drainage, and utility structures within the survey area. The survey effort will include the development of a survey control plan with vertical datum, basis of bearing and benchmarks. The survey data will include surface and utility features including visible vaults, manholes, airfield lighting, fences, and signage. Dipping accessible drainage structures and manholes is addressed under Subsurface Utility Engineering services. An AutoCAD Civil 3D DTM file will be developed to capture the existing surface conditions. The survey datum for the project will be based on the Airport Modified Coordinate System and datum.

7. Drainage Study

   Review Technical Drainage Studies provided by OWNER for the overall airport and off-airport areas that drain through the Project Area. Perform hydrologic analysis of the upstream and onsite area impacting the project site per criteria and standards from HCDDM and per FAA guidelines. Perform Hydraulic calculations for onsite swales, drop inlets, trench drains, storms drain pipes per FAA guidelines. Analyze downstream facilities to ensure conveyance capacity criteria is met as required by the Clark County Regional Flood Control District (CCRFCD) in their Hydrologic Criteria and Drainage Design Manual (HCDDM) and requirements of

FAA as addressed in their Advisory Circular (AC) 150/5320-5D – Airport Drainage Design. Analyze and design proposed improvements to ensure that they do not negatively affect existing or future improvements.

Prepare update for the original TDS for the detention basin. This update will address the proposed improvements per the standards and criteria of HCDDM including hydrologic, hydraulic and Stormwater Quality (HCDDM Ch. 15). Submit TDS update to CCDOA, CCRFCD, and CCPW. The Consultant will address comments from CCPW and CCRFCD with addendums and obtain written approval of the TDS update.

8. Geotechnical Investigation

The CONSULTANT, through its subconsultant, will conduct a "desktop" review of pertinent available data, including in-house geotechnical data, readily available soils reports for sites near the subject project, available boring logs obtain from in or near the Project Area, aerial photographs, and published geologic maps and soils data. Fieldwork will be limited to collecting samples of stockpiled asphalt millings and bag samples of onsite soils. It is assumed that fieldwork will be performed during daylight hours under the watch of a CCDOA escort. Performance of laboratory tests to evaluate physical and engineering properties of soil and asphalt milling mixtures, including in-place moisture content and density, gradation, plasticity, solubility, and chemical considerations. Actual quantity and selection of tests performed will depend on the materials encountered, the quantity and quality of samples recovered, and the needs of the project. A geotechnical report will be prepared to present the findings, conclusions, and recommendations, including geotechnical recommendations for design and construction of storm drain culvert, storm drain structures, and utility structures. The Report will also address lateral earth pressures, allowable bearing capacity, soil unit weights, lateral load resistance and settlement earthwork and suitability of native/on-site soils for use as structural fill and backfill. The Report will also address the suitability of stockpiled asphalt millings for incorporation into the work

9. Utility Coordination

CONSULTANT will conduct a field reconnaissance of utilities that are in the project area or may be affected by work that is included in the project. Existing power and communications lines within the work area will be located to Quality Level B to determine existence and horizontal position of utilities through geophysical methods. The results are then surveyed with support from any Quality Level C (survey of any visible above-ground utility facilities) and D (existing utility records such as geographic databases, construction plans and distribution maps) information that is available. This information will be documented in an AutoCAD file that will be used by the project designers.

CONSULTANT Vacuum Excavation to Locate Underground Utilities (Each). This item assumes up to twenty (20) potholes to a maximum depth of 10 feet will be excavated to locate existing utilities of concern (e.g., connection points or crossings) within the project limits and the top of the Airport Connector Tunnel. Electronic sweeping will be conducted to locate the utility before potholing. Potholes will be excavated using vacuum procedures. It is assumed that CCDOA staff will provide escorting services and work will be performed during night-time hours. Authorization by the OWNER is required prior to performing the Vacuum Excavation to Locate Underground Utilities task.

10. Contract Meetings

As soon as practical after award of Contract, and prior to commencing any work, a Design Kick-Off Meeting will be arranged. The purpose of this meeting is to determine procedures related to smooth progress of the project and to review any items requiring clarification. Procedures for processing and distributing all documents and correspondence related to the Contract will be established.

Design review meetings will be conducted every two weeks throughout the duration of the design phase of the project. CONSULTANT shall submit a draft agenda to OWNER no later than two working days prior to the meeting and distribute hard copies of final agenda at the meeting. The CONSULTANT will provide two (2) sets of exhibits with updated design for discussion purposes at each design review meeting. Handouts will be provided as appropriate. CONSULTANT shall prepare meeting agenda and minutes.
If applicable, three (3) separate design review conferences that will be conducted at each submittal phase: 35%, 65%, and 95%. Each design review conference will be conducted during a meeting that will review each section of the project. Design drawings, technical specifications, and an updated opinion of probable construction cost will be provided to the project team prior to the design review conference. The conference will be structured to engage all participants, to capture comments on the design, and to provide the basis for a complete review of the project. Notes throughout the sessions will be taken and all participants will be provided with meeting minutes and copies of presentation materials.

CONSULTANT will participate In OWNER's 35% Presentation and OWNER's 95% Presentation.

CONSULTANT shall, as requested by OWNER, attend any and all meetings called by OWNER to discuss the work under the Contract. Such meetings shall be conducted and recorded by CONSULTANT with minutes of each meeting distributed to OWNER and CONSULTANT. Any directions given in meetings that may result in a change to the Services shall be processed as required in **EXHIBIT "C" COMPENSATION CONDITIONS**, Article 4. – **PAYMENT FOR ADDITIONAL SERVICES.**

11. Federal Aviation Administration (FAA) Funded Construction Project

The FAA is providing partial funding for construction of the improvements being designed by CONSULTANT. Contract documents (plans and technical specifications) must be prepared in accordance with appropriate FAA and Clark County Areas Standards and Specifications. CONSULTANT shall prepare and submit appropriate forms and reports to the OWNER for its submittal to the FAA. CONSULTANT submits FAA 7460-1form on-line and provides copy to the OWNER.

CONSULTANT will prepare an Engineer's Report, Construction Phasing and Safety Report (CSPP), and Final Engineer's Report for submittal to the FAA.

B. Bidding and Issued for Bid / Construction Documents

Present a summary of the technical documents and lead a guided tour for potential bidders at the pre-bid conference between OWNER and Contractors. Answer OWNER's written questions as may be generated by bidders. Prepare technical parts of addenda as directed by OWNER to clarify or modify the Contract Documents. Prepare a final set of Issued for

Bid / Construction documents, including drawings and technical specifications, incorporating all addenda and other changes generated during bidding period.

C. Construction Phase

CONSULTANT shall provide the Construction Phase Services as described below:

1. Review and respond to documents when requested by OWNER, including, but not limited to Technical Submittals, Non-Compliance Reports (NCRs), Drawing Revisions (full sheet), Specification Change Notices (SCNs), and Requests for Information (RFIs). CONSULTANT will also assist in resolving the contractor's formal requests for substitution of materials or deviation from the Contract Documents. Review/response time of such documents by CONSULTANT and its subconsultants shall not exceed the following:

   a. Technical Submittals & NCR's — 5 working days

   b. Drawing Revisions, SCNs, and RFI's — 3 working days

   If additional time is required, it shall be requested in writing with necessary justification.

2. Attend the Pre-Construction meeting, as required, between OWNER and the Contractor. Attend site meetings as requested by OWNER. CONSULTANT and its subconsultants shall be responsible for visiting the work site as necessary to resolve contract document conflicts related to design errors/omissions.

3. Prepare all necessary design changes and obtain all required agency and utility company approvals during construction.

D. Record Documents

The CONSULTANT shall prepare Record Documents for the OWNER's file, based on redline drawings from the CONTRACTOR and drawing changes generated by the CONSULTANT during construction. Redline drawings will be provided to the CONSULTANT through the OWNER. Record Documents shall be submitted to the OWNER within thirty (30) calendar days after the completion of construction activities and receiving the CONTRACTOR's redline drawings. Record Documents shall be prepared and submitted in accordance with the Contract requirements.

3. SUBMITTALS

The following submittals shall be made to OWNER in accordance with the schedule. The percentages represent degree of completion measured against the total content of each design document (not the design job-hour budget).

A. Submittal Requirements

1. Schematic Design - 35%

   a. List all requirements including but not limited to FAA Form 7460-1, environmental approvals, coordinated with DOA Engineering Section, and any applicable Permits/Licenses required through use of the Permit Matrix.

Any Permits will also need to include their anticipated submittal due dates and approval durations.

b. Provide all studies (Geotechnical and Drainage) as applicable.

c. 35% Design Drawings with a proposed sheet numbering / naming list.

d. Outline Technical Specifications.

e. Order of Magnitude Construction Cost Estimate.

f. Construction Contract, Exhibit "E" – List of Technical Specifications

g. Construction Contract, Exhibit "F" List of Drawings.

h. Design calculations to substantiate and verify design requirements.

i. Presentation to OWNER. The following items will be presented at the 35% submittal, using an electronic format, such as power point, along with applicable hard copy handouts:

- Summary of the completed forms/studies from the above list.
- Drawings, elevations, sections and details of all facilities and site improvements.
- Status of Construction Cost Estimate.

j. Categorical Exclusion (CATEX)

2. Contract Design - 65%

a. Updated list of all requirements including but not limited to FAA Form 7460-1, environmental forms/studies and applicable Permits/Licenses including those required to operate the facility. Submit updated Permit Matrix.

b. Submit updated or completed reports/forms/studies (refer to the 35% submittal list), as applicable. Completed reports/forms/studies shall be presented in final form.

c. Submit updated contract documents (refer to the 35% submittal list). Also submit updated or completed structural, mechanical and electrical calculations, as applicable. Completed documents shall be presented in final form.

d. Submit itemized disposition of review comments made on previous submittals.

e. Updated Probable Construction Cost Estimate.

f. Attachment No. One to Bid of the Construction Contract, Bid Price Form, shall cover the various pay items, which shall be in Unit Price format, unless OWNER directs CONSULTANT to use Lump Sum.

g. Optional additional design (Electrical relocations) if authorized by the OWNER.

h. Draft Construction Safety and Phasing Plan (CSPP)

3. 95% Review Set

a. Completed list of all requirements including but not limited to FAA Form 7460-1, environmental forms/studies, and applicable Permits/Licenses including those required to operate the facility.

b. Submit reports/forms/studies (refer to 65% submittal), as applicable, in complete and final form.

c. Submit all contract documents (refer to 65% submittal) from the In-Progress Design review submittal, in complete and final form. Submit structural, mechanical and electrical calculations, as applicable, in complete and final form.

d. Submit itemized disposition of review comments made on the previous submittals.

e. Final Construction Contract Documents Bid Form, shall cover the various pay items, which shall be in Unit Price format, unless OWNER directs CONSULTANT to use Lump Sum.

f. Updated Probable Construction Cost Estimate.

g. Presentation to OWNER, including proposed finalized items from the above list as developed with the OWNER during the design development process.

h. Prepare a list of Contractor required submittals, including shop drawings, based on the Technical Specification requirements.

i. Optional additional design (Electrical relocations) if authorized by the OWNER.

j. Final Construction Safety and Phasing Plan (CSPP)

4. Issued for Bid / Permit Documents

a. Submit all documents listed above for the 95% review submittal, in complete and final form incorporating comments from the previous submittal. Also submit completed civil calculations as applicable to each package.

b. Submit itemized disposition of review comments made on the previous submittals.

c. Submit revised Probable Construction Cost Estimate reflecting the cost impact of comments made on the previous submittals.

d. Obtain OWNER acceptance of the completed final bid set.

5. Issued for Bid / Construction

   a. This submittal shall incorporate all changes to the contract documents required to obtain permits for the project.

6. Documents During Construction

   Design changes resulting from the Request for Information (RFI) process shall be as follows:

   a. Type I Change:

   Design changes that require the Building Department Authority Having Jurisdiction (Building Dept.) approval, or are substantial in scope but do not require Building Dept. approval, are to be submitted in full size revised drawing sheets.

   b. Type II Change:

   Design changes that do not require Building Dept. approval are to be provided through a well written and descriptive RFI/RFC response that provides clear direction to the Contractor with a reference to the applicable drawing sheet/revision number. Type II changes will be reflected on the Contractor's as-built redline drawings.

7. Record Documents

   Record documents shall consist of as-built redline information from the CONTRACTOR and design changes incorporated into original design.

   a. In the revision block, the last entry shall be typed "**RECORD DRAWING**" with the date. Remove all previous revisions from the revision block.

   b. Remove all clouds and deltas from each sheet.

   c. On both the Cover Sheet and Title Block Sheets, include "**RECORD DRAWING** – d*ate*" on the right edge of the sheet as shown on the standard DOA sheets from the McCarran website.

   d. Verify that all sheets are complete with no missing information, details, fonts, etc.

   e. Final Technical Specifications incorporating all changes generated during construction.

B. Submittal Type and Quantities

1. At the 35%, 65%, and 95% design stages, submit the following for review:

   a. Electronic copies of drawings in both CAD (DWG) files and PDF format. The individual PDF files shall be combined and submitted as one file, bookmarked.

b. Electronic copies of the technical specifications. Provide the files in both PDF and Microsoft Word format. The individual PDF files shall be combined and submitted as one file, bookmarked.

c. Electronic copies of the cost estimate and CONSULTANT Reports (if applicable). Provide the files in PDF, Microsoft Word, or Excel format, as appropriate. The individual PDF files shall be combined and submitted as one file, bookmarked.

d. Electronic copies of the civil/structural, mechanical and electrical calculations (if applicable). Provide the files in PDF, Microsoft Word, or Excel format, as appropriate. The individual PDF files shall be combined and submitted as one file, bookmarked.

2. Submit the following Permit Documents:

a. Four (4) full size sets of hard copy drawings with the date, the original or electronic seal, and signature of the registrant who provided the responsible control of the work on the sheet performed.

b. Electronic copy of the document in B. 2. a. in both CAD (DWG) files and PDF format. The individual PDF files shall be combined and submitted as one file, bookmarked.

c. Fire Protection report

3. Submit the following Issued for Bid / Construction documents:

a. One (1) full size set of hard copy drawings with the date, the original or electronic seal, and signature of the registrant who provided the responsible control of the work on the sheet performed.

b. One (1) set of hard copy specifications, reports, and other documents with the Seals Page / cover page containing the date, the original or electronic seal and signature of the registrant who provided the responsible control of the work on the SECTION / document.

c. Electronic copy of the document in B. 3. a. in both CAD (DWG) files and PDF format. The individual PDF files shall be combined and submitted as one file, bookmarked.

d. Electronic copy of the document in B. 3. b. in both PDF and Microsoft Word format. The individual PDF files shall be combined and submitted as one file, bookmarked.

4. Submit the following Final Issued for Bid / Construction documents:

a. Electronic copy of the document in B. 3. a. including the originally issued sheet along with all sheets that were changed by addendum. This will be submitted in both CAD (DWG) files and PDF format. The individual PDF files shall be combined and submitted as one file, bookmarked.

b. Electronic copy of the document in B. 3. b. containing the original SECTIONS or the SECTION changed by the latest addendum issued.

This will be submitted in both PDF and Microsoft Word format. The individual PDF files shall be combined and submitted as one file, bookmarked.

5. During Construction, submit the following:

   a. All Full Sheet Revisions (FSR's) should be submitted to OWNER for review on DWF plot files on compact disks (CDs). Once approved, a PDF, bookmarked, and DWG files of the final FSR drawing shall be submitted to the OWNER.

   b. After review, submit a PDF of the signed and coded Technical Submittals, bookmarked.

6. Submit the following Record Documents:

   a. Two (2) half-size sets of Record Documents.

   b. CONTRACTOR's original redline drawings; either one (1) full-size or one (1) half-size copy.

   c. One CD with the Record Documents in AutoCAD, DWG format, (Version 2014 or later) and PDF format, bookmarked. Create separate subdirectories for each discipline. The electronic file shall include the "Record" project specifications in PDF and Word format. CONTRACTOR's original redline drawings; either or one (1) full-size or one (1) half-size copy.

7. Meeting Minutes: Electronically in PDF, plus one (1) signed original for the file including agenda, handouts, and sign-in roster.

C. Submittal Format

1. Drawings shall be prepared using AutoCAD Version 2014 or later. For architectural projects, the drawings shall be in compliance to the latest version of the National CAD Standards and AIA CAD Standards for layer management. For civil projects only, the drawings shall conform to the DOA CAD Standards for layer management available at:

   https://www.harryreidairport.com/business/Construction/DrawingStandards

   The Technical specifications shall be formatted to the Construction Specifications Institute (CSI), 2016 Master Format (SECTIONS 2 - 49) and/or the Federal Aviation Administration (FAA) Specifications, FAA AC 150/5370-10 (Latest edition). Prepare specifications using Microsoft Office 2013 or later, Arial 10 point font. The document shall have margins of 1" for the Top, Left and Right, and .5" for the Bottom. The Footer shall be in the following format:

Contract Name	Contract No. XXXX
Issued for Bid / Construction or Addendum No. X	Specification Name
Date	[Section Number in XX XX XX] – [Page Number]

2. The revision block of all design development and 100% Contract Document drawings shall contain the percentage completion. The Issued for Bid /

Construction drawings shall be enumerated with "Issued for Bid / Construction" in the first line of the revision block. Each successive addendum issued will be in alphabetical order starting with A and dated as instructed by OWNER. All changes shall be clouded and previous clouds shall not show. For the Final Issued for Bid / Construction set, the alphabetical index, including dates, shall remain. During construction, all subsequent revisions within the drawings shall be clouded and marked with their respective revision number. The revision block is to reflect this number, including date of revision and all prior revision clouds shall be omitted.

3. Specification SECTIONS shall contain only an even number of pages. If the technical content ends on an odd page, add another page that states, "THIS PAGE INTENTIONALLY LEFT BLANK" mid-way on the sheet. During the bidding process, changes to the specification Sections will be clouded and denoted with a delta containing letters in alphabetical order, beginning with A. The footer will change from "Issued for Bid / Construction" to "Addendum A" where the A corresponds to the delta revision along with the new date as provided by the OWNER. When a SECTION has a revision, the entire SECTION will be replaced for the addendum.

4. CONTROL OF SERVICES

A. Control Documents

CONSULTANT shall prepare the following documents for review and update as required.

1. CONSULTANT's Work Plan, consisting of an itemized plan for accomplishing the Services within the contractual scope, schedule, sequence and budget. CONSULTANT's Work Plan shall consist of a complete listing of all deliverables, drawings, cost budget and a bar-chart duration including percentage complete for each deliverable item. The time scale for the Bar Chart shall be in two-week increments. For each deliverable longer than five weeks, the duration bar shall be subdivided by CONSULTANT into intermediate control points which can be identified by percent complete of the deliverable.

2. Financial Summary displaying planned and actual cash flows in graphical and tabular form based on CONSULTANT's Work Plan and Manpower Plan.

3. Drawing Control Log listing all planned drawings identified with respective deliverables and indicating schedules, forecast and actual issue dates. Sample forms shall be provided to the OWNER for review and approval.

B. Monthly Progress Report

CONSULTANT shall prepare a Monthly Progress Report containing the following:

1. Narrative section summarizing significant events and activities, activities planned for the next two months, important project related meetings, travel, milestones reached and any areas of concern not resolved by the report date.

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

EXHIBIT "E"
CONSULTANT'S PROPOSAL DATED May 19, 2022

HORROCKS
ENGINEERS

PROFESSIONAL SERVICES PROPOSAL COVER PAGE

May 19, 2022

PROJECT SCOPE

I. INTRODUCTION

The Clark County Department of Aviation (CCDOA) is planning to apply for a grant for FAA funding to complete Project 3048 Drainage Improvements at Runway (R/W) 8/26 at Harry Reid International Airport. The project is currently listed on the Airport Capital Improvement Plan (ACIP) and is scheduled to receive Airport Improvement Program (AIP) funds for construction in 2023.

The purpose of the project is to convert storm water conveyance facilities from surface to closed conveyance system within an area which is generally located in an area bounded by Taxiway (T/W) "A" on the north, the Airport Operations Area (AOA) fence parallel to Eastern Avenue on the East, the AOA fence parallel to Sunset Road on the south, and T/W "D" on the west (the Project Area).

The Consultant's scope of work includes services associated with design and construction support for the following (see also Exhibit A) in a manner consistent with FAA Advisory Circular (AC) 150/5300-13B – Airport Design, and AC 150/5320-5D Airport Drainage Design:

BASE SERVICES

Storm drainage system between Runway 8R-26L and the Sunset Road AOA fence

- It is anticipated that this contract will be comprised of one base bid and two additive alternates.
- Add approximately 12,600 linear feet of closed conveyance storm drain system upstream of the Eastern Avenue detention basin and extending to approximately 500' west of the R/W 8R blast pad (the "Main Line")
- Add five (5) Storm drain pipe laterals, totaling approximately 1700' linear feet, from ends of existing pipes near the Sunset Road AOA fence to the Main Line
- Add Manholes and/or junction structures to connect laterals to the Main Line
- Add easily maintainable security grates on storm drain pipes that cross the Sunset AOA fence
- Add inlets to pick up local drainage on the south side of R/W 8R-19L
- Fill in existing ditch that is parallel to and south of Runway 8R-26L with final grading meeting the requirements of FAA Advisory Circular (AC) 150/5300-13B – Airport Design
- Reconfigure existing oil/water separator (OWS) outfall to connect it to the new closed conveyance storm drain system
- Demolish headwall at the downstream end of the 48" and 72" pipes
- Replace furthest downstream piece of 72" RCP that is damaged
- Design junction structure to connect 48" and 72" RCP's to the new system (RCB or RCP)

- Design structure to connect downstream end of OWS to extended new RCB or RCP
- Design RCB or RCP to extend to the detention basin

Storm drainage system in the infield areas to the north of Runway 8R-26L

- Add six (6) storm drain pipe runs totaling approximately 6400 linear feet in the infield areas north of R/W 8R-19L to connect ends of existing culverts on the east end of the T/W "B8" culvert to the west end of T/W "A2" culvert
- Add manholes and/or junction structures to connect new pipes to existing pipes
- Add inlets to pick up local drainage from infield areas between R/W 8R-19L and T/W "A"
- Fill in existing ditch that is parallel to and north of Runway 8R-26L with final grading meeting the requirements of FAA Advisory Circular (AC) 150/5300-13B – Airport Design

Storm drainage work within the detention basin and south of Taxiway A2

- Replace drainage structure at upstream end (southwest corner) of detention basin
- Add approximately 1400 linear feet of pipe to convey low flows from southwest corner of detention basin to the outfall structure to minimize the potential for attracting wildlife and to reduce maintenance requirements
- Add storm drain pipe from existing culvert crossing T/W A2 on the south side of T/W A to convey low flow to detention basin outfall structure
- Add storm drain pipe from existing culvert crossing T/W A2 on the north side of T/W A to convey low flow to detention basin outfall structure
- Add manholes, inlets, and/or junction structures to accommodate low flow storm drain system
- Replace detention basin outfall structure with one of similar characteristics and connect new low flow pipes
- Remove silt, etc. to restore detention basin to its original storage capacity
- Shape and smooth detention basin and ditches
- Reroute dry utilities, either vertically, horizontally, or both to accommodate the design of the new storm drain system. It is expected to include all new ductbank, new cables coiled for splicing to allow short duration cutover to minimize any lighting, circuit controls, and runway RPU/sensor downtime.
  - Coordinate relocation or pushing deeper the lateral ductbanks from the electrical service mid runway and power and comm ductbanks from the lighting vault to accommodate change in drainage system invert elevations
  - Investigate and design, if necessary, up to 5 crossings of existing ductbanks with the new storm drain laterals
  - Investigate and design, if necessary, up to 4 crossings of existing ductbanks with new storm drain main

Miscellaneous work to enable storm drainage improvements

- Prepare an update to the original Technical Drainage Study (TDS) for the detention basin
- Minor coordination with Clark County Regional Flood Control District (CCRFCD) including submitting plans and TDS update for their concurrence
- Perform Subsurface Utility Engineering (SUE) services within the potential work area to ensure accurate locations and configurations of utilities are known
- Surveying the Project Area
- Geotechnical investigation
- Prepare National Environmental Policy Act (NEPA) Categorical Exclusion (CATEX) to cover the entire limits of the project including the detention basin and area between the south edge of T/W A and the AOA fence along Sunset Road. The CATEX shall also address the use of the stockpiled asphalt millings.
- Prepare Construction Safety and Phasing Plan (CSPP)
- Construction cost estimation

OPTIONAL SERVICES

(If requested by CCDOA, will be performed on an hourly or each basis not to exceed stated price without prior CCDOA authorization.)

- Design to reroute up to 1200 linear feet of a two new parallel ductbanks in the vicinity of the airport connector tunnel if existing conflicts with the new storm drain system
- Design to address electrical and/or communications duct banks, on the north and south sides of R/W 8R-26L, which may conflict with new storm drainage improvements
- Up to twenty (20) potholes if necessary to facilitate design and construction. The number of potholes performed is subject to approval by CCDOA.

II. SCOPE OF SERVICES

TASK A –PROJECT MANAGEMENT AND COORDINATION

Consultant will provide project management and coordination services needed to manage the efforts described in this SOW. These services include, but are not limited to the following tasks:

A1. Task Order Management Consultant will provide individuals with the experience and professional licenses in the areas described in this Scope of Services to direct and manage the design efforts, including contracting, resource scheduling and management, budget, and cost controls.

A2. Sub-Consultant Services Procurement/Coordination Consultant will procure outside services from its Project Team required to complete the work illustrated in this task order. Consultant will be responsible for the management of the Project Team, including communications, delivery management, contracts, invoicing, and duties of the like. The sub-consultants expected on this task order include:

- HNTB – CATEX and CSPP
- PK Electrical – Electrical Engineering

- Ninyo & Moore – Geotechnical Services
- The Barajas Group – Survey Services
- Connico – Cost Estimation

A3. **Develop and Maintain a Master Schedule** Consultant will prepare a schedule for the implementation of the project. The schedule will include key activities and will identify major project milestones. The design schedule will be updated monthly and made available to all parties.

A4. **Inter-Agency Coordination** The Consultant team will conduct coordination with local agencies having a stake in the Project. These include but are not limited to: Federal Aviation Administration lines of business, NV Energy, CCPW, CCRFCD, Transportation Safety Administration (TSA).

A5. **Client Coordination Meetings** Consultant will coordinate the design with CCDOA representatives. The first such meeting will be the Kickoff Meeting. During the preliminary engineering 35% and detailed design 65% phase, meetings will be held weekly. Biweekly meetings will be held throughout the detailed and final design efforts. Twenty (20) meetings (each approximately 1 hour in length) have been assumed. Meetings will primarily be web conference calls, however, meetings will be held in person at CCDOA offices, when necessary. Consultant will prepare an agenda for each meeting, record and prepare meeting minutes reflecting the major topics of discussions and track all action items in a log. It is assumed that all necessary coordination between the consultant team, the tenants, and stakeholders impacted as part of this project will take place in the regularly scheduled client coordination meetings and that stakeholders will be invited by CCDOA. Stakeholders are assumed to include Airport Operations (Ops), Air Traffic Control Tower (ATCT), Airport Facilities as well as the current lease-hold operators within and adjacent the proposed project site.

A6. **Develop Quality Control (QC) Procedures.** Consultant will adapt its current QC and quality assurance program to address the project-specific requirements. A Project QC plan shall be developed and shared with CCDOA.

A7. **Electrical Project Management and Coordination (Hourly).** Consultant will provide individuals with the experience and professional licenses in the areas described in this Scope of Services to direct and manage the design efforts, including contracting, resource scheduling and management, budget, and cost controls. Consultant will complete these electrical management services if it is found to be necessary to relocate electrical and/or communications ductbanks that may conflict with proposed storm drainage work. The necessity for such work cannot be determined until there is a preliminary storm drain design and potholing of crossings is completed. Authorization by CCDOA is required before proceeding with this item and the work will be billed on an hourly basis not to exceed the amount shown in the Schedule of Compensation.

TASK B –PRELIMINARY DESIGN SERVICES

Consultant will complete the preliminary design (35%), including, plans, basis of design report and preliminary Estimates for the Work. Consultant will prepare the documents meeting CCDOA CADD standards. This scope of services consists of the following tasks:

B1. Develop Draft Construction Safety and Phasing Plan (CSPP). In coordination with C/E, Airside Operations, and the local FAA Airport Traffic Controllers, Consultant, through use of a subconsultant, will prepare and submit a Construction Safety and Phasing plan (CSPP) in accordance with AC 5370-2G *Operational Safety on Airports During Construction* to the FAA for review and approval.

B2. Research and Inventory Existing Utilities. This task includes reviewing CCDOA's GIS database, as-built drawings, plans, and consulting with the local utility companies to identify underground utilities within the project site.

B3. Conduct Topographic Ground Survey. In order to accelerate the schedule, it is assumed the historical CADD topo from previous project base mapping will be utilized to develop base project drawings for the 35% submittal. This will allow time to complete the topographic ground survey. Consultant, through its subconsultant, will conduct a detailed topographic ground survey for the project. The detailed survey will include survey cross sections within the proposed demolition and construction areas. Survey cross sections will be established at 50-foot intervals with additional shots taken in certain areas (e.g., grade breaks). It is understood that the survey work will take place during nighttime hours except for survey activities that are completely outside of runway and taxiway object free areas (ROFA and TOFA). Surveyor shall coordinate with Airside Operations for providing escort personnel. Survey will pick up any lights, signs, storm drainage, and utility structures within the survey area. The survey effort will include the development of a survey control plan with vertical datum, basis of bearing and benchmarks. The survey data will include surface and utility features including visible vaults, manholes, airfield lighting, fences, and signage. Dipping accessible drainage structures and manholes is addressed under Subsurface Utility Engineering services. An AutoCAD Civil 3D DTM file will be developed to capture the existing surface conditions. The survey datum for the project will be based on the Airport Modified Coordinate System and datum.

B4. Subsurface Utility Engineering (SUE). Consultant will conduct a field reconnaissance of utilities that are in the project area or may be affected by work that is included in the project. Existing power and communications lines within the work area will be located to Quality Level B to determine existence and horizontal position of utilities through geophysical methods. The results are then surveyed with support from any Quality Level C (survey of any visible above-ground utility facilities) and D (existing utility records such as geographic databases, construction plans and distribution maps) information that is available. This information will be documented in an AutoCAD file that will be used by the project designers.

B5. Electrical Research and Preliminary Design (Hourly). Consultant will complete preliminary electrical services including research and designs for relocations of electrical and/or communications ductbanks that may conflict with proposed storm drainage work. The necessity for such work cannot be determined until there is a preliminary storm drain design and potholing of crossings is completed. Authorization by CCDOA is required before proceeding with this item and the work will be billed on an hourly basis not to exceed the amount shown in the Schedule of Compensation.

B6. Geotechnical Evaluation. The Consultant, through its subconsultant, will conduct a "desktop" review of pertinent available data, including in-house geotechnical data, readily available soils reports for sites near the subject project, available boring logs obtain from in or near the Project Area, aerial photographs, and published geologic maps and soils data. Fieldwork will be limited

to collecting samples of stockpiled asphalt millings and bag samples of onsite soils. It is assumed that fieldwork will be performed during daylight hours under the watch of a CCDOA escort. Performance of laboratory tests to evaluate physical and engineering properties of soil and asphalt milling mixtures, including in-place moisture content and density, gradation, plasticity, solubility, and chemical considerations. Actual quantity and selection of tests performed will depend on the materials encountered, the quantity and quality of samples recovered, and the needs of the project. A geotechnical report will be prepared to present the findings, conclusions, and recommendations, including geotechnical recommendations for design and construction of storm drain culvert, storm drain structures, and utility structures. The Report will also address lateral earth pressures, allowable bearing capacity, soil unit weights, lateral load resistance and settlement earthwork and suitability of native/on-site soils for use as structural fill and backfill. The Report will also address the suitability of stockpiled asphalt millings for incorporation into the work.

B7. Prepare Project Base Drawings. A base map of the project will be prepared using available base mapping data. Consultant will organize drawing layers, develop a sheet layout, and otherwise adapt the base mapping data to the project.

B8. Develop Preliminary Geometry and Grading Alternative. Consultant will develop a preliminary grading plan that meets FAA AC 150/5300-13B standards while accomplishing the project goal of having storm runoff in a closed conduit system. During evaluation of grading alternatives, preference will be given to minimizing work required in the Runway Safety Area (RSA).

B9. Perform Hydrologic and Hydraulic Analyses. Review Technical Drainage Studies provided by CCDOA for the overall airport and off-airport areas that drain through the Project Area. Perform hydrologic analysis of the upstream and onsite area impacting the project site per criteria and standards from HCDDM and per FAA guidelines. Perform Hydraulic calculations for onsite swales, drop inlets, trench drains, storms drain pipes per FAA guidelines. Analyze downstream facilities to ensure conveyance capacity criteria is met as required by the Clark County Regional Flood Control District (CCRFCD) in their Hydrologic Criteria and Drainage Design Manual (HCDDM) and requirements of FAA as addressed in their Advisory Circular (AC) 150/5320-5D – Airport Drainage Design. Analyze and design proposed improvements to ensure that they do not negatively affect existing or future improvements.

B10. Prepare Preliminary Storm Drainage Plans. This task will consist of locating existing and proposed drainage improvements to include on a base map to be used during the preparation of a preliminary storm drainage system layout. It is assumed at this time the drainage system will consist primarily of Reinforced Concrete Pipe (RCP) and Reinforced Concrete Box (RCB) culverts which will direct flows below grade to the existing detention basin. The base scope of work includes designing a structure at the upstream end of the basin, a low flow pipe across the basin, and replacing the outfall structure and discussions with CCDOA, Clark County Public Works (CCPW), and CCRFCD regarding these improvements.

B11. Detention Basin Coordination. The Consultant will participate in up to two meetings with CCDOA, CCPW, and CCRFCD to seek concurrence with proposed improvements within the existing detention basin.

B12. Prepare Technical Drainage Study Update. Prepare update for the original TDS for the detention basin. This update will address the proposed improvements per the standards and

criteria of HCDDM including hydrologic, hydraulic and Stormwater Quality (HCDDM Ch. 15). Submit TDS update to CCDOA, CCRFCD, and CCPW. The Consultant will address comments from CCPW and CCRFCD with addendums and obtain written approval of the TDS update.

B13. Prepare Preliminary Drawings Consultant will develop preliminary design drawings (35%) for the project elements. Below is a preliminary list of drawings.

Sheet Title	Number of Sheets
Cover Sheet	1
Index of Drawings	1
Abbreviations and Legend	1
Overall Site Plan	1
Construction Phasing and Safety Notes	2
Overall Construction Sequencing	8
Construction Sequencing Details	4
Overall Existing Conditions	1
Existing Conditions Plans	16
Overall Demolition Plan	1
Demolition Plans	16
Overall Grading and Drainage Plan	1
Grading and Drainage Plans	16
Electrical Plans	30
Total Number of Sheets	99

B14. Develop Categorical Exclusion (CATEX). Consultant will prepare a CATEX for approval by the PHX ADO. Consultant will draft a project description and justification that summarizes existing conditions and articulates the scope of the proposed projects. Consultant will review and provide narrative of all impact analysis categories for the project. Consultant will complete and submit the draft CATEX to CCDOA for review and comment. Following incorporation of comments, Consultant will provide the final CATEX to CCDOA to sign and submit to the PHX ADO.

B15. Prepare 35% Quantity Take-offs and Cost Estimate. Consultant will complete quantity take-offs and develop estimate of probable construction costs based on preliminary design documents.

B16. QA/QC Review at 35%. Prior to submittal, Consultant shall complete a Quality Assurance/Quality Control review of the schematic design deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. Consultant shall utilize staff not directly involved in the development of the deliverables to provide an

independent review. A digital record of the QA/QC will be logged and made available to CCDOA upon request.

TASK C –DETAILED AND FINAL DESIGN SERVICES

Consultant will complete the detailed and final design (65%, 95%, and Issued for Bid including, Plans, Technical Specifications, Estimates (PS&E) and an Engineer's Report for the Work. Consultant will prepare the construction documents meeting CCDOA's CADD standards. This scope of services consists of the following tasks:

C1. Review and Respond to CCDOA Comments. Consultant will assemble, review, and respond to CCDOA comments on design package drawings and specifications. Responses shall be logged and submitted with subsequent submittals. Consultant will coordinate with CCDOA for clarifications, as needed

C2. Prepare Detailed and Final Storm Drainage Design. Drainage design for storm drain structures and pipes will be completed in accordance with the FAA drainage criteria, standard engineering practices, and local requirements.

C3. Prepare Final Grading Design. Consultant will finalize grading plans that meets FAA AC 150/5300-13B. The plans will address filling in the existing drainage ditch parallel to R/W 8R-26L, the low flow swale that crosses the detention basin, and any areas that require grading as a result of storm drainage features that are included in the project. Grading plans will also include restoring the detention basin to its original volume.

C4. Prepare Final Electrical Design (Hourly). Electrical subconsultant will complete electrical services including all calculations, research, and designs for relocations of electrical and/or communications ductbanks that may conflict with proposed storm drainage work. The necessity for such work cannot be determined until there is a preliminary storm drain design and potholing of crossings is completed. Electrical subconsultant will visit site and conduct field investigation to confirm that field conditions are consistent with as-built drawings and other available data for any electrical and communications systems that may be modified in this project. Authorization by CCDOA is required before proceeding with this item and the work will be billed on an hourly basis not to exceed the amount shown in the Schedule of Compensation.

C5. Prepare Final Construction Safety and Phasing Plan (CSPP). In coordination with C/E, Airside Operations, and the local FAA Airport Traffic Controllers, the Consultant will finalize the preferred construction phasing concept for the project and address prior FAA comments on the CSPP. A final CSPP shall be prepared and submitted to the FAA for approval.

C6. Develop Detailed Drawings (65%, 95% and Issued for Bid). Consultant will develop detailed design for the project elements. Below is a preliminary list of drawings.

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Sheet Title	Number of Sheets
Cover Sheet	1
Index of Drawings	1
Abbreviations and Legend	1
Overall Site Plan	1
Survey Control	1
Construction Phasing and Safety Notes	2
Construction Sequencing Logic Diagram	1
Overall Construction Sequencing	12
Construction Sequencing Details	6
Overall Existing Conditions	1
Existing Condition Plans	16
Overall Demolition Plan	1
Demolition Plans	16
Demolition Details	3
Overall Grading and Drainage Plan	1
Grading and Drainage Plans	30
Typical Grading Sections	1
Grading and Drainage Details	6
Electrical Plans	40
Total Number of Sheets	**141**

C7. Prepare Detailed Specifications, Volume II: Consultant to update/develop general and technical specifications provided by the CCDOA for the project elements. The General and Technical specifications will be based on FAA standard specifications for airfield construction projects where applicable, and include bid item description of each bid item, measurement and payment clauses, QA/QC testing procedures and frequencies, and standard CCDOA modifications where applicable. Non-FAA specifications will be assembled to address work elements not covered by FAA specifications where applicable. The CCDOA will prepare the Volume I, Special Provisions and "front end" specifications. Draft specifications will be submitted for review at the 65%, 95%, and IFB stages. Units of Measurement and bid item payment language will be coordinated with CCDOA.

C8. Prepare Design Engineer's Report: During the preparation of the 65% and 95% plans and specifications, a design report will include the following:

a. **Prepare Design Analysis Narrative.** Prepare a detailed description of the project that addresses the geometric work. This section will also contain any alternative design concepts that were investigated and evaluated.

b. **Prepare Drainage Design Narrative.** The drainage design section will address the storm drainage components, provide design of the inlets and manholes and address the subsurface drainage system for the project area. A sufficient portion of the drainage calculations will be included to justify the types, sizes, and gradients of the culverts and structures that will be installed.

c. **Prepare Electrical Design Narrative.** The Consultant will prepare a section describing the general scope of the electrical and communications work along with conclusions that are utilized as a basis of design.

d. **Prepare Structural Design Section.** Include assumptions used in the structural analysis as well as the calculations related to the pipe culverts, box culverts, junction structures, head walls, detention basin outfall structure, and other drainage structures as may be required.

e. Prepare Project Scheduling and Estimated Project Cost Narrative. Schedule for the completion of the design, bidding and construction of the work will be included in the summary of the project, along with the engineer's construction cost estimate.

C9. Prepare Estimate of Probable Construction Cost. Cost estimates will be updated at 65% 95% and IFB submittals. Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the 100% construction cost estimate.

a. **Calculate bid item quantities.** The Consultant will complete a methodical calculation of the estimated quantity of each bid item for each schedule of work.

b. **Prepare cost estimate spreadsheet.** The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available, such as printed bid tabs from current LAS projects.

c. **Research recent bid tabulations.** Research bid tabulations maintained by the Consultant for recent regional projects that have used similar work items and construction methods to determine the general bidding trend.

d. **Consult with local contractors.** Local contractors and prospective bidders will be contacted to reference their workload at the time the project is scheduled, and salient local condition information will be considered while making unit price determinations.

e. **Consult with material suppliers.** Material suppliers will be questioned regarding the current material requests at the time the project is scheduled, and the information will be considered while making unit price determinations.

C10. QA/QC Review at 65%, 95%, and Issued for Bid. Prior to submittal, Consultant shall complete a Quality Assurance/Quality Control review of the 65%, 95% and issued for bid deliverables. This review will include the checking, back-checking, modification, and validation of all deliverables. Consultant shall utilize staff not directly involved in the development of the deliverables to provide an independent review. A digital record of the QA/QC will be logged and made available to the client upon request.

C11. Vacuum Excavation to Locate Underground Utilities (Each). This item assumes up to twenty (20) potholes to a maximum depth of 10 feet will be excavated to locate existing utilities of concern (e.g., connection points or crossings) within the project limits and the top of the Airport Connector Tunnel. Electronic sweeping will be conducted to locate the utility before potholing. Potholes will be excavated using vacuum procedures. It is assumed that CCDOA staff will provide escorting services and work will be performed during nighttime hours.

C12. Finalize Technical Drainage Study Update. Respond to comments on Memo from CCDOA, CCRFCD, and CCPW. Analyze stormwater quality facilities per HCDDM and FAA criteria.

C13. Prepare 7460. Consultant shall prepare one (1) exhibit depicting latitude / longitude coordinates for the project staging area, haul route, and any other major construction features for submission of a completed 7460 to the FAA. CCDOA will be responsible for entering and submitting the completed 7460 to the FAA.

TASK D –BIDDING ASSISTANCE

Consultant shall assist the CCDOA with the procurement of construction services for the proposed work as follows:

D1. Respond to Contractor Questions. Consultant will provide assistance and respond to contractor questions during bid period. Questions shall be formally submitted to CCDOA, Consultant will provide proposed responses to CCDOA for review and consideration, and CCDOA will respond formally to the question(s).

D2. Prepare Addenda. Consultant will prepare any necessary addenda to cover valid and acceptable issues and concerns as presented by interested parties during the advertisement process. CCDOA will issue addenda to bidders. Two addenda are assumed for budgeting purposes, additional addenda may constitute extra services.

D3. Electrical Bidding Assistance (Hourly). Electrical subconsultant will provide assistance and respond to contractor questions during bid period if ductbank relocation design is authorized by CCDOA. Questions shall be formally submitted to CCDOA, subconsultant will provide proposed responses to CCDOA for review and consideration, and CCDOA will respond formally to the question(s). Authorization by CCDOA is required before proceeding with this item and the work will be billed on an hourly basis not to exceed the amount shown in the Schedule of Compensation.

D4. Prepare Issued for Construction Documents. Consultant will prepare the Issued for Construction Drawings and Specifications to include addenda items.

TASK E –CONSTRUCTION SUPPORT SERVICES

It is anticipated that Construction Support Services will be very limited, and Consultant shall assist the CCDOA with the design construction support services for the proposed work as follows:

E1. Review Contractor Submittals. Review Contractor submittals, shop drawings, test data, etc. for general conformance with the contract documents. Consultant will endeavor to provide prompt responses to submittals and is obligated to provide responses to submittals within 20 working days of receipt. Submittals will be tracked, reviewed and responded to in ProCore.

E2. Respond to Contractor Questions. Consultant will respond to contractor questions and Requests for Information (RFI's) during construction. Consultant will endeavor to provide prompt responses to RFI's and is obligated to provide responses within 5 working days of receipt. RFI's will be tracked, reviewed and responded to in ProCore.

E3. Prepare Plan Bulletin Modifications. Consultant shall issue necessary interpretations, clarifications, and plan bulletins updates to the Contract Documents during construction and assist CCDOA with communications to Contractor.

E4. Prepare Record Drawings. At the close of the project, consultant shall Prepare "as-constructed" record drawings based on "red-line" drawings maintained by Contractor and any change orders approved during construction. Both PDF and CADD files will be submitted to CCDOA.

E5. Prepare Final Construction Report. Consultant shall compile a final report summarizing changes or revisions to the project that occurred during construction. Report shall include final costs of the project, listing of change orders during construction, material testing and survey verification reports. It is assumed CCDOA will provide required field data and consultant will simply be compiling the data in a report format.

III. SCHEDULE OF SERVICES

The delivery of the tasks included in this Scope of Work is detailed in the attached design schedule. Any changes to the notice to proceed, duration, or sequence of activities may constitute a change and shall be confirmed in writing.

IV. FEE

Consultant will be compensated per the Compensation schedule in the attached Professional Services Proposal, Attachment A.

V. SCOPE OF SERVICES – ASSUMPTIONS AND EXCLUSIONS

1) Items to be provided by the CCDOA:
   a) Preferred AutoCAD CAD standards, if any, for electronic deliverables.
   b) Existing airport planning documents, drawings, reports, studies, etc.
   c) Existing As-Built drawings
   d) Existing Drainage Reports
2) Section 163 determination will be completed by CCDOA.
3) CCDOA will assist in the coordination of stakeholders. This shall include identifying appropriate participants, scheduling meetings, and distributing materials for review.
4) Only one section, up to 100 lineal feet, of existing 72" RCP will need replacement.
5) Grading and drainage modifications necessary to convert the storm conveyance system from surface to closed, while connecting to existing drainage system, can be designed to meet current FAA standards. Consultant will coordinate with FAA to seek approval of a routine Modification to Standards, but a protracted approval process, if necessary, will be paid for under Additional Services.
6) No modifications will be required to the system that diverts low flows to the OWS.

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7) No modifications to the two existing Utility transformers and meters at both locations (airfield control and AWOS tower houses mid-runway, and at the east end at the lighting vault) will be required.
8) No modifications to the existing lighting vault will be required.
9) Airfield cable calculations are excluded – assume new design is insignificantly different from existing.
10) The following programs will be utilized for drawing and document production (most recent version): AutoCAD Civil 3D, MS Word, MS Excel, MS Project.
11) One bid package will be prepared for the project. Additional packaging of bid documents will be paid for under Additional Services.
12) It is assumed that there are no contaminated soils within the project boundaries.
13) Advertising costs for project bidding will be paid for by CCDOA.
14) No permitting effort is expected as part of this scope. Should permits be required, the effort to submit plan, conduct plan check, address comments, and receive Ready-to-Issue permits shall be considered an extra service.
15) Permit application fees, plan check review fees, and any other agency-required fee will be paid for by CCDOA.
16) CCDOA will distribute bid documents, plans, and addenda, and maintain plan holder's list during bidding period.
17) During the construction phase it is assumed that CA support services will be limited. It is anticipated that the Consultant will not attend the pre-construction meeting or weekly construction progress coordination meetings, attend site visits or provide inspection services.

End of Scope of Work

Signature

_____

Attachments: Attachment A – Schedule of Compensation
Attachment B – Schedule of Compensation – Detailed
Attachment C – Consultant and Subconsultant Contacts
Attachment D – Fully Burdened Hourly Rates

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ATTACHMENT A
SCHEDULE OF COMPENSATION

SCHEDULE OF COMPENSATION

PROJECT NO.: LAS 3048

PROJECT NAME: Drainage Improvements at R/W 8-26 at Harry Reid Int'l Airport

CONSULTANT	PAY ITEM	CONTRACT AMOUNT ($)
Horrocks Engineers	Preliminary Design	$188,981.00
	65% Design Services	$135,035.00
	Potholes (Each based on 20)	$40,000.00
	95% Design Services	$152,992.00
	Issued for Bid/Construction Documents	$77,707.00
	Construction Phase Support Services (Hourly)	$40,720.00
	Record Documents (Hourly)	$17,458.00
	Other Direct Expenses	$4,000.00
	SUBTOTAL:	**$656,893.00**
Land Surveying	Preliminary Design	$34,160.00
The Barajas Group	65% Design Services	$0.00
	95% Design Services	$0.00
	Issued for Bid/Construction Documents	$0.00
	Construction Phase Support Services (Hourly)	$0.00
	Record Documents (Hourly)	$0.00
	SUBTOTAL:	**$34,160.00**
Geotechnical Engineering	Preliminary Design	$9,800.00
Ninyo & Moore	65% Design Services	$0.00
	95% Design Services	$0.00
	Issued for Bid/Construction Documents	$0.00
	Construction Phase Support Services (Hourly)	$0.00
	Record Documents (Hourly)	$0.00
	SUBTOTAL:	**$9,800.00**
Electrical Engineering	Preliminary Design (Hourly)	$10,812.00
PK Electrical	65% Design Services (Hourly)	$30,836.00
	95% Design Services (Hourly)	$26,756.00
	Issued for Bid/Construction Documents	$21,576.00
	Construction Phase Support Services (Hourly)	$9,020.00
	Record Documents (Hourly)	$1,200.00
	Other Direct Expenses	$4,500.00
	SUBTOTAL:	**$104,700.00**

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SCHEDULE OF COMPENSATION - DETAIL

PROJECT NO.: LAS 3048

PROJECT NAME: Drainage Improvements at R/W 8-26 at Harry Reid Int'l Airport

CONSULTANT	PAY ITEM	CONTRACT AMOUNT ($)
Construction Cost Estimating	Preliminary Design	$9,657.00
Connico	65% Design Services	$12,351.00
	95% Design Services	$10,543.00
	Issued for Bid/Construction Documents	$7,425.00
	Construction Phase Support Services (Hourly)	$0.00
	Record Documents (Hourly)	$0.00
	SUBTOTAL:	**$39,976.00**
Planning and Civil Design Support	Preliminary Design	$74,639.00
HNTB Corporation	65% Design Services	$36,692.00
	95% Design Services	$30,325.00
	Issued for Bid/Construction Documents	$24,414.00
	Construction Phase Support Services (Hourly)	$0.00
	Record Documents (Hourly)	$1,241.00
	Other Direct Expenses	$1,000.00
	SUBTOTAL:	**$168,311.00**
	TOTAL:	**$1,013,840.00**

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ATTACHMENT B
SCHEDULE OF COMPENSATION – DETAILED

SEE ATTACHED EXCEL FILE

	Position	Sr. Associate Engineer, PE	Engineer IV, PE	Sr. Design Technician	Sr. Engineer V, PE	Associate Engineer III, PE	Engineer II, PE	Engineering Intern I	Principal Engineer III	Engineering Intern II	Sr. CADD Technician	Administrative Assistant IV	Pothole (Each)	SUE (Lump Sum)
	Billing Rate	256.89	199.38	161.64	297.08	196.47	159.95	109.03	244.77	123.17	121.33	127.44	2,000	1
		HORROCKS ENGINEERS												
WBS	Task Name													
A	**Project Management and Coordination**													
A1	Task Order Management	48	48											
A2	Sub-Consultant Services Procurement/Coordination	8	30									20		
A3	Develop and Maintain a Master Schedule	4	40											
A4	Inter-Agency Coordination	4	10	4										
A5	Client Coordination Meetings	60	50	30								20		
A6	Develop Quality Control (QC) Procedures				24									
A7	Electrical Project Mangement and Coordination (Hourly)													
B	**Preliminary Design Services**													
B1	Develop Draft Construction Safety and Phasing Plan (CSPP)													
B2	Research and Inventory Existing Utilities	4	8	12										
B3	Conduct Topographic Ground Survey													
B4	Subsurface Utility Engineering (SUE)													$ 13,770
B5	Electrical Research and Preliminary Design (Hourly)													
B6	Geotechnical Evaluation													
B7	Prepare Project Base Drawings	8	8	40										
B8	Develop Preliminary Geometry and Grading Alternative	48	12	40					8					
B9	Perform Hydrologic and Hydraulic Analyses						56	140						
B10	Prepare Preliminary Storm Drainage Plans	30	20	16			64	24	12					
B11	Detention Basin Coordination						24							
B12	Prepare Technical Drainage Study Update						38	105						
B13	Prepare Preliminary Drawings	16	40	60										
B14	Develop Categorical Exclusion (CATEX)													
B15	Prepare 35% Quantity Take-offs and Cost Estimate	2	8											
B16	QA/QC Review at 35%	6	8		6	16								

HORROCKS ENGINEERS

Position	Sr. Associate Engineer, PE	Engineer IV, PE	Sr. Design Technician	Sr. Engineer V, PE	Associate Engineer III, PE	Engineer II, PE	Engineering Intern I	Principal Engineer III	Engineering Intern II	Sr. CADD Technician	Administrative Assistant IV	Pothole (Each)	SUE (Lump Sum)
Billing Rate	256.89	199.38	161.64	297.08	196.47	159.95	109.03	244.77	123.17	121.33	127.44	2,000	1
	HORROCKS ENGINEERS												
WBS Task Name													
C 65% Design Services													
C1 Review and Respond to CCDOA 35% Comments	4	4									2		
C2 Prepare Detailed and Final Storm Drainage Design	24	52	24					8					
C3 Prepare Final Grading Design	40		24										
C4 Prepare Final Electrical Design (Hourly)													
C5 Prepare Final Construction Safety and Phasing Plan (CSPP)													
C6 Develop Detailed Drawings	12	55	80					4	20	48			
C7 Prepare Detailed Specifications, Volume II	6	12						2			16		
C8 Prepare Design Engineer's Report	4	16						5	49		16		
C9 Prepare Estimate of Probable Construction Cost	2	6	8										
C10 QA/QC Review at 65%	6	8		5	16			16					
C11 Vacuum Excavation to Locate Underground Utilities (Each)												20	
C 95% Design Services													
C1 Review and Respond to CCDOA 65% Comments	4	6						4			2		
C2 Prepare Detailed and Final Storm Drainage Design	16	24	16			4							
C3 Prepare Final Grading Design	24	18	16										
C4 Prepare Final Electrical Design (Hourly)													
C5 Prepare Final Construction Safety and Phasing Plan (CSPP)													
C6 Develop Detailed Drawings	20	48	80					7	90	110			
C7 Prepare Detailed Specifications, Volume II	6	16						2			16		
C8 Prepare Design Engineer's Report	2	8						7	36		8		
C9 Prepare Estimate of Probable Construction Cost	2	8	4										
C10 QA/QC Review at 95%	4	8		4	8			20					
C12 Finalize Technical Drainage Study Update	2	4				32	72						
C13 Prepare 7460		8	2										

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WBS	Task Name	Sr. Associate Engineer, PE	Engineer IV, PE	Sr. Design Technician	Sr. Engineer V, PE	Associate Engineer III, PE	Engineer II, PE	Engineering Intern I	Principal Engineer III	Engineering Intern II	Sr. CADD Technician	Administrative Assistant IV	Pothole (Each)	SUE (Lump Sum)
Position														
Billing Rate		256.89	199.38	161.64	297.08	196.47	159.95	109.03	244.77	123.17	121.33	127.44	2,000	1
		HORROCKS ENGINEERS												
C	**IFB Design Services**													
C1	Review and Respond to CCDOA 95% Comments	4	6						4			2		
C2	Prepare Detailed and Final Storm Drainage Design	8	18	12										
C3	Prepare Final Grading Design	8	2	12										
C4	Prepare Final Electrical Design (Hourly)													
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)													
C6	Develop Detailed Drawings	16	40	32					2	15	21			
C7	Prepare Detailed Specifications, Volume II	1	4						1			8		
C8	Prepare Design Engineer's Report	1	4						2	9		6		
C9	Prepare Estimate of Probable Construction Cost	1	6											
C10	QA/QC Review at IFB%	2	2		4	8			5					
D	**Bidding Assistance**													
D1	Respond to Contractor Questions	16	14					12	2	2		4		
D2	Prepare Addenda	8	6	8				4	6	6	6	4		
D3	Electrical Bidding Assistance (Hourly)													
D4	Prepare Issued for Construction Documents	5	6	12					2	2	2	4		
E	**Construction Support Services (Hourly)**													
E1	Review Contractor Submittals	8	8				8		12	32		4		
E2	Respond to Contractor Questions	20	10				4	16	12	12		4		
E3	Prepare Plan Bulletin Modifications	16	12	16			2	8	7	7	7	2		
E4	Prepare Record Drawings	8	16	24			2	12	2	3	5	2		
E5	Prepare Final Construction Report	2	8				4		4	4		6		
	Labor:	540	745	572	43	48	238	393	156	287	199	146	--	--
	Other Direct Expenses:						4000							
	Total Labor and Expenses:													

HORROCKS ENGINEERS

WBS	Task Name	Survey (Lump Sum)	Geotechnical (Lump Sum)	Principal	Engineering Manager	Sr. Electrical Designer/Engr.	Electrical Designer	Production Manager	Drafter	Principal	Associate Principal	Chief Operating Officer	Director	Chief Cost Specialist	Analysit II	Analyst I	Administrative Specialist
Position																	
Billing Rate		1	1	240.00	220.00	180.00	160.00	140.00	110.00	236.00	273.00	177.00	263.00	236.00	123.00	103.00	125.00
		BARAJAS	N&M	PK Electrical, Inc.						CONNICO							
A	**Project Management and Coordination**																
A1	Task Order Management									4							8
A2	Sub-Consultant Services Procurement/Coordination																
A3	Develop and Maintain a Master Schedule																
A4	Inter-Agency Coordination																
A5	Client Coordination Meetings																
A6	Develop Quality Control (QC) Procedures																
A7	Electrical Project Mangement and Coordination (Hourly)			4	8	20											
B	**Preliminary Design Services**																
B1	Develop Draft Construction Safety and Phasing Plan (CSPP)																
B2	Research and Inventory Existing Utilities																
B3	Conduct Topographic Ground Survey	$ 34,160															
B4	Subsurface Utility Engineering (SUE)																
B5	Electrical Research and Preliminary Design (Hourly)			1	3	12	16	4	22								
B6	Geotechnical Evaluation		$ 9,800														
B7	Prepare Project Base Drawings																
B8	Develop Preliminary Geometry and Grading Alternative																
B9	Perform Hydrologic and Hydraulic Analyses																
B10	Prepare Preliminary Storm Drainage Plans																
B11	Detention Basin Coordination																
B12	Prepare Technical Drainage Study Update																
B13	Prepare Preliminary Drawings																
B14	Develop Categorical Exclusion (CATEX)																
B15	Prepare 35% Quantity Take-offs and Cost Estimate										2	8	2	8	24	16	
B16	QA/QC Review at 35%																

HORROCKS ENGINEERS

WBS	Task Name	Survey (Lump Sum)	Geotechnical (Lump Sum)	Principal	Engineering Manager	Sr. Electrical Designer/Engr.	Electrical Designer	Production Manager	Drafter	Principal	Associate Principal	Chief Operating Officer	Director	Chief Cost Specialist	Analysit II	Analyst I	Administrative Specialist
Position																	
Billing Rate		1	1	240.00	220.00	180.00	160.00	140.00	110.00	236.00	273.00	177.00	263.00	236.00	123.00	103.00	125.00
		BARAJAS	N&M	PK Electrical, Inc.						CONNICO							
C	**65% Design Services**																
C1	Review and Respond to CCDOA 35% Comments																
C2	Prepare Detailed and Final Storm Drainage Design																
C3	Prepare Final Grading Design																
C4	Prepare Final Electrical Design (Hourly)			2	9	56	56	6	60								
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)																
C6	Develop Detailed Drawings																
C7	Prepare Detailed Specifications, Volume II																
C8	Prepare Design Engineer's Report																
C9	Prepare Estimate of Probable Construction Cost										2	8	2	8	40	24	
C10	QA/QC Review at 65%																
C11	Vacuum Excavation to Locate Underground Utilities (Each)																
C	**95% Design Services**																
C1	Review and Respond to CCDOA 65% Comments																
C2	Prepare Detailed and Final Storm Drainage Design																
C3	Prepare Final Grading Design																
C4	Prepare Final Electrical Design (Hourly)			2	6	37	56	6	60								
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)																
C6	Develop Detailed Drawings																
C7	Prepare Detailed Specifications, Volume II																
C8	Prepare Design Engineer's Report																
C9	Prepare Estimate of Probable Construction Cost																
C10	QA/QC Review at 95%										2	8	2	8	32	16	
C12	Finalize Technical Drainage Study Update																
C13	Prepare 7460																

HORROCKS ENGINEERS

WBS	Task Name	Survey (Lump Sum)	Geotechnical (Lump Sum)	Principal	Engineering Manager	Sr. Electrical Designer/Engr.	Electrical Designer	Production Manager	Drafter	Principal	Associate Principal	Chief Operating Officer	Director	Chief Cost Specialist	Analysit II	Analyst I	Administrative Specialist
Position																	
Billing Rate		1	1	240.00	220.00	180.00	160.00	140.00	110.00	236.00	273.00	177.00	263.00	236.00	123.00	103.00	125.00
		BARAJAS	N&M	PK Electrical, Inc.						CONNICO							
C	**IFB Design Services**																
C1	Review and Respond to CCDOA 95% Comments																
C2	Prepare Detailed and Final Storm Drainage Design																
C3	Prepare Final Grading Design																
C4	Prepare Final Electrical Design (Hourly)			3	12	26	28	4	32								
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)																
C6	Develop Detailed Drawings																
C7	Prepare Detailed Specifications, Volume II																
C8	Prepare Design Engineer's Report																
C9	Prepare Estimate of Probable Construction Cost										2	8	2	8	24		
C10	QA/QC Review at IFB%																
D	**Bidding Assistance**																
D1	Respond to Contractor Questions																
D2	Prepare Addenda																
D3	Electrical Bidding Assistance (Hourly)			1	4	14		1	8								
D4	Prepare Issued for Construction Documents																
E	**Construction Support Services (Hourly)**																
E1	Review Contractor Submittals				2	12											
E2	Respond to Contractor Questions				2	12											
E3	Prepare Plan Bulletin Modifications				2	6	8	1	8								
E4	Prepare Record Drawings					2			4								
E5	Prepare Final Construction Report				1	1											
	Labor:	--	--	13	49	198	164	22	194	4	8	32	8	32	120	56	8
	Other Direct Expenses:					4500											
	Total Labor and Expenses:																

HORROCKS ENGINEERS

		Position	Project Manager	Design Manager	Project Quality Manager	Senior Aviation Planner	Aviation Planner V	Senior Civil Engineer	Civil Engineer III	Civil Engineer II	Civil Engineer I	Senior Environmental Planner	Environmental Planner	Senior Technician	Project Administrator	CADD Technician III		
		Billing Rate	338.23	314.15	241.10	312.09	216.41	250.56	198.65	105.90	109.36	311.47	173.04	153.19	96.43	118.59	HOURS	LABOR
			HNTB															
WBS	Task Name																Hours	Labor
A	**Project Management and Coordination**																	
A1	Task Order Management		1												16		125	$ 25,726
A2	Sub-Consultant Services Procurement/Coordination																58	$ 10,585
A3	Develop and Maintain a Master Schedule																44	$ 9,003
A4	Inter-Agency Coordination					8											26	$ 6,165
A5	Client Coordination Meetings		2	20		8								16			206	$ 44,688
A6	Develop Quality Control (QC) Procedures																24	$ 7,130
A7	Electrical Project Mangement and Coordination (Hourly)																32	$ 6,320
																	515	$ 109,616
B	**Preliminary Design Services**																	
B1	Develop Draft Construction Safety and Phasing Plan (CSPP)			48				16			8			56			128	$ 28,542
B2	Research and Inventory Existing Utilities																24	$ 4,562
B3	Conduct Topographic Ground Survey																	$ 34,160
B4	Subsurface Utility Engineering (SUE)																	$ 13,770
B5	Electrical Research and Preliminary Design (Hourly)																58	$ 8,600
B6	Geotechnical Evaluation																	$ 9,800
B7	Prepare Project Base Drawings																56	$ 10,116
B8	Develop Preliminary Geometry and Grading Alternative																108	$ 23,147
B9	Perform Hydrologic and Hydraulic Analyses																196	$ 24,221
B10	Prepare Preliminary Storm Drainage Plans																166	$ 30,071
B11	Detention Basin Coordination																24	$ 3,839
B12	Prepare Technical Drainage Study Update																143	$ 17,526
B13	Prepare Preliminary Drawings			8							16			36			176	$ 31,562
B14	Develop Categorical Exclusion (CATEX)			16		4						32	72				124	$ 28,701
B15	Prepare 35% Quantity Take-offs and Cost Estimate																70	$ 11,085
B16	QA/QC Review at 35%			2	2			2						2			44	$ 9,980
																	1,317	$ 289,682

HORROCKS ENGINEERS

	Position	Project Manager	Design Manager	Project Quality Manager	Senior Aviation Planner	Aviation Planner V	Senior Civil Engineer	Civil Engineer III	Civil Engineer II	Civil Engineer I	Senior Environmental Planner	Environmental Planner	Senior Technician	Project Administrator	CADD Technician III		
	Billing Rate	338.23	314.15	241.10	312.09	216.41	250.56	198.65	105.90	109.36	311.47	173.04	153.19	96.43	118.59	HOURS	LABOR
		HNTB															
WBS	Task Name															Hours	Labor
C	**65% Design Services**																
C1	Review and Respond to CCDOA 35% Comments				4											14	$ 3,328
C2	Prepare Detailed and Final Storm Drainage Design															108	$ 22,371
C3	Prepare Final Grading Design															64	$ 14,155
C4	Prepare Final Electrical Design (Hourly)															189	$ 28,940
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)		16					8		8			16			48	$ 9,942
C6	Develop Detailed Drawings		16				8						36		16	295	$ 50,689
C7	Prepare Detailed Specifications, Volume II		8													44	$ 8,976
C8	Prepare Design Engineer's Report															90	$ 13,516
C9	Prepare Estimate of Probable Construction Cost															100	$ 14,771
C10	QA/QC Review at 65%		4	2			4						6			67	$ 15,342
C11	Vacuum Excavation to Locate Underground Utilities (Each)															20	$ 40,000
																1,039	$ 222,029
C	**95% Design Services**																
C1	Review and Respond to CCDOA 65% Comments				4											20	$ 4,706
C2	Prepare Detailed and Final Storm Drainage Design															60	$ 12,121
C3	Prepare Final Grading Design															58	$ 12,340
C4	Prepare Final Electrical Design (Hourly)															167	$ 24,860
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)		16				8	8		8			16			56	$ 11,946
C6	Develop Detailed Drawings		6										20		16	397	$ 60,630
C7	Prepare Detailed Specifications, Volume II		2													42	$ 7,888
C8	Prepare Design Engineer's Report															61	$ 9,276
C9	Prepare Estimate of Probable Construction Cost															14	$ 2,755
C10	QA/QC Review at 95%		6	4			4						6			132	$ 25,009
C12	Finalize Technical Drainage Study Update															110	$ 14,280
C13	Prepare 7460															10	$ 1,918
																1,127	$ 187,731

HORROCKS ENGINEERS

WBS	Task Name	Project Manager	Design Manager	Project Quality Manager	Senior Aviation Planner	Aviation Planner V	Senior Civil Engineer	Civil Engineer III	Civil Engineer II	Civil Engineer I	Senior Environmental Planner	Environmental Planner	Senior Technician	Project Administrator	CADD Technician III	HOURS	LABOR
Position																	
Billing Rate		338.23	314.15	241.10	312.09	216.41	250.56	198.65	105.90	109.36	311.47	173.04	153.19	96.43	118.59		
		HNTB															
WBS	Task Name															Hours	Labor
C	**IFB Design Services**																
C1	Review and Respond to CCDOA 95% Comments				4											20	$ 4,706
C2	Prepare Detailed and Final Storm Drainage Design															38	$ 7,584
C3	Prepare Final Grading Design															22	$ 4,394
C4	Prepare Final Electrical Design (Hourly)															105	$ 16,600
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)		8					8					8			24	$ 5,328
C6	Develop Detailed Drawings		6				6						8		8	154	$ 27,705
C7	Prepare Detailed Specifications, Volume II		2				2									18	$ 3,448
C8	Prepare Design Engineer's Report															22	$ 3,417
C9	Prepare Estimate of Probable Construction Cost															51	$ 8,781
C10	QA/QC Review at IFB%		6				4						6			37	$ 8,703
																491	$ 90,666
D	**Bidding Assistance**																
D1	Respond to Contractor Questions		2				4									56	$ 11,086
D2	Prepare Addenda		2				8		4				8			70	$ 12,708
D3	Electrical Bidding Assistance (Hourly)															28	$ 4,660
D4	Prepare Issued for Construction Documents												4			37	$ 6,521
																191	$ 34,976
E	**Construction Support Services (Hourly)**																
E1	Review Contractor Submittals															86	$ 14,918
E2	Respond to Contractor Questions															92	$ 17,041
E3	Prepare Plan Bulletin Modifications															102	$ 17,781
E4	Prepare Record Drawings															80	$ 13,273
E5	Prepare Final Construction Report		2										4			36	$ 6,626
																396	$ 69,640
	Labor:	3	196	8	32	0	66	24	4	40	32	72	248	16	40	5,076	$ 1,004,340
	Other Direct Expenses:							1000								**ODC:**	$ 9,500
	Total Labor and Expenses:																**$ 1,013,840**

HORROCKS ENGINEERS

WBS	Task Name	Horrocks	Barajas	N&M	PK Electrical	Connico	HNTB	TOTAL
A	**Project Management and Coordination**							
A1	Task Order Management	$ 21,901	$ -	$ -	$ -	$ 1,944	$ 1,881	$ 25,726
A2	Sub-Consultant Services Procurement/Coordination	$ 10,585	$ -	$ -	$ -	$ -	$ -	$ 10,585
A3	Develop and Maintain a Master Schedule	$ 9,003	$ -	$ -	$ -	$ -	$ -	$ 9,003
A4	Inter-Agency Coordination	$ 3,668	$ -	$ -	$ -	$ -	$ 2,497	$ 6,165
A5	Client Coordination Meetings	$ 32,780	$ -	$ -	$ -	$ -	$ 11,907	$ 44,688
A6	Develop Quality Control (QC) Procedures	$ 7,130	$ -	$ -	$ -	$ -	$ -	$ 7,130
A7	Electrical Project Mangement and Coordination (Hourly)	$ -	$ -	$ -	$ 6,320	$ -	$ -	$ 6,320
		$ 85,067	$ -	$ -	$ 6,320	$ 1,944	$ 16,285	$ 109,616
B	**Preliminary Design Services**							
B1	Develop Draft Construction Safety and Phasing Plan (CSPP)	$ -	$ -	$ -	$ -	$ -	$ 28,542	$ 28,542
B2	Research and Inventory Existing Utilities	$ 4,562	$ -	$ -	$ -	$ -	$ -	$ 4,562
B3	Conduct Topographic Ground Survey	$ -	$ 34,160	$ -	$ -	$ -	$ -	$ 34,160
B4	Subsurface Utility Engineering (SUE)	$ 13,770	$ -	$ -	$ -	$ -	$ -	$ 13,770
B5	Electrical Research and Preliminary Design (Hourly)	$ -	$ -	$ -	$ 8,600	$ -	$ -	$ 8,600
B6	Geotechnical Evaluation	$ -	$ -	$ 9,800	$ -	$ -	$ -	$ 9,800
B7	Prepare Project Base Drawings	$ 10,116	$ -	$ -	$ -	$ -	$ -	$ 10,116
B8	Develop Preliminary Geometry and Grading Alternative	$ 23,147	$ -	$ -	$ -	$ -	$ -	$ 23,147
B9	Perform Hydrologic and Hydraulic Analyses	$ 24,221	$ -	$ -	$ -	$ -	$ -	$ 24,221
B10	Prepare Preliminary Storm Drainage Plans	$ 30,071	$ -	$ -	$ -	$ -	$ -	$ 30,071
B11	Detention Basin Coordination	$ 3,839	$ -	$ -	$ -	$ -	$ -	$ 3,839
B12	Prepare Technical Drainage Study Update	$ 17,526	$ -	$ -	$ -	$ -	$ -	$ 17,526
B13	Prepare Preliminary Drawings	$ 21,784	$ -	$ -	$ -	$ -	$ 9,778	$ 31,562
B14	Develop Categorical Exclusion (CATEX)	$ -	$ -	$ -	$ -	$ -	$ 28,701	$ 28,701
B15	Prepare 35% Quantity Take-offs and Cost Estimate	$ 2,109	$ -	$ -	$ -	$ 8,976	$ -	$ 11,085
B16	QA/QC Review at 35%	$ 8,062	$ -	$ -	$ -	$ -	$ 1,918	$ 9,980
		$ 159,208	$ 34,160	$ 9,800	$ 8,600	$ 8,976	$ 68,938	$ 289,682

HORROCKS ENGINEERS

WBS	Task Name	Horrocks	Barajas	N&M	PK Electrical	Connico	HNTB	TOTAL
C	65% Design Services							
C1	Review and Respond to CCDOA 35% Comments	$ 2,080	$ -	$ -	$ -	$ -	$ 1,248	$ 3,328
C2	Prepare Detailed and Final Storm Drainage Design	$ 22,371	$ -	$ -	$ -	$ -	$ -	$ 22,371
C3	Prepare Final Grading Design	$ 14,155	$ -	$ -	$ -	$ -	$ -	$ 14,155
C4	Prepare Final Electrical Design (Hourly)	$ -	$ -	$ -	$ 28,940	$ -	$ -	$ 28,940
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)	$ -	$ -	$ -	$ -	$ -	$ 9,942	$ 9,942
C6	Develop Detailed Drawings	$ 36,246	$ -	$ -	$ -	$ -	$ 14,443	$ 50,689
C7	Prepare Detailed Specifications, Volume II	$ 6,462	$ -	$ -	$ -	$ -	$ 2,513	$ 8,976
C8	Prepare Design Engineer's Report	$ 13,516	$ -	$ -	$ -	$ -	$ -	$ 13,516
C9	Prepare Estimate of Probable Construction Cost	$ 3,003	$ -	$ -	$ -	$ 11,768	$ -	$ 14,771
C10	QA/QC Review at 65%	$ 11,682	$ -	$ -	$ -	$ -	$ 3,660	$ 15,342
C11	Vacuum Excavation to Locate Underground Utilities (Each)	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ 40,000
		$ 149,515	$ -	$ -	$ 28,940	$ 11,768	$ 31,807	$ 222,029
C	95% Design Services							
C1	Review and Respond to CCDOA 65% Comments	$ 3,458	$ -	$ -	$ -	$ -	$ 1,248	$ 4,706
C2	Prepare Detailed and Final Storm Drainage Design	$ 12,121	$ -	$ -	$ -	$ -	$ -	$ 12,121
C3	Prepare Final Grading Design	$ 12,340	$ -	$ -	$ -	$ -	$ -	$ 12,340
C4	Prepare Final Electrical Design (Hourly)	$ -	$ -	$ -	$ 24,860	$ -	$ -	$ 24,860
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)	$ -	$ -	$ -	$ -	$ -	$ 11,946	$ 11,946
C6	Develop Detailed Drawings	$ 53,784	$ -	$ -	$ -	$ -	$ 6,846	$ 60,630
C7	Prepare Detailed Specifications, Volume II	$ 7,260	$ -	$ -	$ -	$ -	$ 628	$ 7,888
C8	Prepare Design Engineer's Report	$ 9,276	$ -	$ -	$ -	$ -	$ -	$ 9,276
C9	Prepare Estimate of Probable Construction Cost	$ 2,755	$ -	$ -	$ -	$ -	$ -	$ 2,755
C10	QA/QC Review at 95%	$ 10,278	$ -	$ -	$ -	$ 9,960	$ 4,771	$ 25,009
C12	Finalize Technical Drainage Study Update	$ 14,280	$ -	$ -	$ -	$ -	$ -	$ 14,280
C13	Prepare 7460	$ 1,918	$ -	$ -	$ -	$ -	$ -	$ 1,918
		$ 127,471	$ -	$ -	$ 24,860	$ 9,960	$ 25,440	$ 187,731

HORROCKS ENGINEERS

WBS	Task Name	Horrocks	Barajas	N&M	PK Electrical	Connico	HNTB	TOTAL
C	**IFB Design Services**							
C1	Review and Respond to CCDOA 95% Comments	$ 3,458	$ -	$ -	$ -	$ -	$ 1,248	$ 4,706
C2	Prepare Detailed and Final Storm Drainage Design	$ 7,584	$ -	$ -	$ -	$ -	$ -	$ 7,584
C3	Prepare Final Grading Design	$ 4,394	$ -	$ -	$ -	$ -	$ -	$ 4,394
C4	Prepare Final Electrical Design (Hourly)	$ -	$ -	$ -	$ 16,600	$ -	$ -	$ 16,600
C5	Prepare Final Construction Safety and Phasing Plan (CSPP)	$ -	$ -	$ -	$ -	$ -	$ 5,328	$ 5,328
C6	Develop Detailed Drawings	$ 22,143	$ -	$ -	$ -	$ -	$ 5,563	$ 27,705
C7	Prepare Detailed Specifications, Volume II	$ 2,319	$ -	$ -	$ -	$ -	$ 1,129	$ 3,448
C8	Prepare Design Engineer's Report	$ 3,417	$ -	$ -	$ -	$ -	$ -	$ 3,417
C9	Prepare Estimate of Probable Construction Cost	$ 1,453	$ -	$ -	$ -	$ 7,328	$ -	$ 8,781
C10	QA/QC Review at IFB%	$ 4,896	$ -	$ -	$ -	$ -	$ 3,806	$ 8,703
		$ 49,663	$ -	$ -	$ 16,600	$ 7,328	$ 17,075	$ 90,666
D	**Bidding Assistance**							
D1	Respond to Contractor Questions	$ 9,456	$ -	$ -	$ -	$ -	$ 1,631	$ 11,086
D2	Prepare Addenda	$ 8,426	$ -	$ -	$ -	$ -	$ 4,282	$ 12,708
D3	Electrical Bidding Assistance (Hourly)	$ -	$ -	$ -	$ 4,660	$ -	$ -	$ 4,660
D4	Prepare Issued for Construction Documents	$ 5,909	$ -	$ -	$ -	$ -	$ 613	$ 6,521
		$ 23,790	$ -	$ -	$ 4,660	$ -	$ 6,525	$ 34,976
E	**Construction Support Services (Hourly)**							
E1	Review Contractor Submittals	$ 12,318	$ -	$ -	$ 2,600	$ -	$ -	$ 14,918
E2	Respond to Contractor Questions	$ 14,441	$ -	$ -	$ 2,600	$ -	$ -	$ 17,041
E3	Prepare Plan Bulletin Modifications	$ 13,961	$ -	$ -	$ 3,820	$ -	$ -	$ 17,781
E4	Prepare Record Drawings	$ 12,473	$ -	$ -	$ 800	$ -	$ -	$ 13,273
E5	Prepare Final Construction Report	$ 4,985	$ -	$ -	$ 400	$ -	$ 1,241	$ 6,626
		$ 58,178	$ -	$ -	$ 10,220	$ -	$ 1,241	$ 69,640
	Labor:	$ 652,893	$ 34,160	$ 9,800	$ 100,200	$ 39,976	$ 167,311	$ 1,004,340
	Other Direct Expenses:	$ 4,000	$ -	$ -	$ 4,500	$ -	$ 1,000	$ 9,500
	Total Labor and Expenses:	$ 656,893	$ 34,160	$ 9,800	$ 104,700	$ 39,976	$ 168,311	$ 1,013,840

HORROCKS ENGINEERS

HORROCKS
ENGINEERS

ATTACHMENT C
CONSULTANT AND SUBCONSULTANT(S) CONTACT LIST

Provide contact information for the firm and each person in responsible charge for the CONSULTANT and each subconsultant.

CONSULTANT

Prime Consultant
Horrocks Engineers, Inc.
1401 N Green Valley Parkway, Suite 160
Henderson, NV 89074
(702) 966-4063

Wayne Horlacher, PE
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Karen Purcell, PE
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(775) 750 7300

Environmental and Civil Design Support Services
HNTB Corporation
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Las Vegas Nv 89119
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Jeff Watson, PE
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Geotechnical Engineering
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Las Vegas, Nevada 89119
702-433-0330

Michael Stojanoff, PE
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Land Surveying
The Barajas Group
4560 Donovan Way,
North Las Vegas, NV 89081

Adrian Barajas
adrianb@barajas.com
702-274-5209

Cost Estimating
Connico
2940 Hebron Park Drive, Suite 209
Hebron KY, 41048
615-758-7474

David Hunley, PE
DHunley@connico.com
859-466-1002

HORROCKS
ENGINEERS

ATTACHMENT D
FULLY BURDENDED HOURLY RATES

HORROCKS ENGINEERS, INC.

Senior Engineer V, P.E.	$297.08
Senior Associate Engineer, PE	$256.89
Principal Engineer III	$244.77
Associate Engineer III, P.E.	$196.47
Engineer IV, P.E.	$199.38
Engineer II, P.E.	$159.95
Senior Design Technician	$161.64
Engineering Intern II	$123.17
Engineering Intern I	$109.03
Administrative Assistant IV	$127.44
Senior CADD Technician II	$161.64
Senior CADD Technician	$121.33

PK ELECTRICAL, INC.

Principal	$240.00
Engineering Manager	$220.00
Sr. Electrical Designer/Engineer	$180.00
Electrical Designer	$160.00
Production Manager	$140.00
Drafter	$110.00

THE BARAJAS GROUP

Project Manager	$160.00
CADD Technician	$115.00
Clerical	$35.00
1-Man/GPS or Robotics	$175.00
2-Man/GPS or Robotics	$250.00

1.5 times regular rate per hour for any regular overtime or Saturday overtime.
2 timed the regular rate per hour for any Sunday, holiday overtime, or for work over 11 hours in a regular shift.

HORROCKS
ENGINEERS

HNTB CORPORATION

Project Manager	$338.23
Design Manager	$314.15
Project Quality Manager	$241.10
Senior Aviation Planner	$312.09
Aviation Planner V	$216.41
Senior Civil Engineer	$250.56
Civil Engineer III	$198.65
Civil Engineer II	$105.90
Civil Engineer I	$109.36
Senior Environmental Planner	$311.47
Environmental Planner	$173.04
Senior Technician	$153.19
Project Administrator	$96.43
CADD Technician III	$118.59

NINYO & MOORE

Principal	$200.00
Project Manager	$170.00
Senior Project Engineer	$160.00
Senior Staff Engineer	$145.00
Technician	$90.00
CADD Technician	$80.00
Clerical	$70.00

CONNICO, INC.

Principal	$236.00
Associate Principal	$273.00
Principal Engineer III	$236.00
Director	$263.00
Chief Cost Specialist	$236.00
Senior Cost Specialist	$201.00
Chief Operating Officer	$177.00
Senior Project Specialist	$162.00
Cost Specialist	$140 to $162
Analyst III	$130 to $140
Analyst II	$111 to $123
Analyst I	$103.00
Administrative Specialist	$125.00

HORROCKS
ENGINEERS

ATTACHMENT E
SCHEDULE OF DELIVERABLES

CONTRACT DELIVERABLE	DUE DATE
Submittal of 35 % Design Package	NTP plus 57 days
Submittal of 65 % Design Package	NTP plus 123 days
Submittal of 95 % Design Package	NTP plus 158 days
Issued for Bid / Construction Set to CCDOA *(Permit Approval plus 14 days)*	NTP plus 208 estimated days
Submittal of Final Issued for Bid / Construction *(Issued for Bid/Construction plus 49 days)*	NTP plus 222 estimated days
Proposed Construction Duration	300 estimated days

Notes

- NTP: Notice To Proceed of the project. NTP will be given at the project kick-off Meeting.
- All days should be in Calendar Days not business days

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

EXHIBIT "F"
REQUIRED CONTRACT PROVISIONS

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EXHIBIT "F"
REQUIRED CONTRACT PROVISIONS

1. GENERAL NOTES

For purposes of this Exhibit F, the term "contract" includes subcontracts.

The CONSULTANT (including all subconsultants) shall insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The CONSULTANT is responsible for compliance with these contract provisions by any subconsultants, lower-tier subconsultant or service provider.

2. CIVIL RIGHTS - GENERAL

The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONSULTANT and subtier CONSULTANTS from the Contract negotiation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3. CIVIL RIGHT – TITLE VI ASSURANCE

A. Title VI Solicitation Notice

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B. Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the OWNER or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a CONSULTANT's noncompliance with the Non-discrimination provisions of this contract, the OWNER will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their subconsultants compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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:

	65	
Corporate/Business Entity Name:	Horrocks Engineers, Inc.	
(Include d.b.a., if applicable)		
Street Address:	2162 West Grove Parkway	**Website:** www.horrocksengineers.com
City, State and Zip Code:	Pleasant Grove, UT 84062-6728	**POC Name:** Wayne Horlacher, wayneh@horrocks.com **Email:**
Telephone No:	(801) 763-5100	**Fax No:** (801) 763-5101
Nevada Local Street Address: **(If different from above)**	1401 N. Green Valley Parkway, Suite 160	**Website:** www.horrocksengineers.com
City, State and Zip Code:	Henderson, Nevada 89074	**Local Fax No:**
Local Telephone No:	(702) 966-4063	**Local POC Name:** Wayne Horlacher, wayneh@horrocks.com **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)
Russell Youd	President/CEO	11.6%
Brian Akinson	Secretary	5.8%
Bryan Foote	Vice President	5.8%

(see attached for additional names)

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

1. 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.)

2. 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 — Wayne Horlacher (Print Name)

Principal/Senior Vice President (Title) — 5/9/22 (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

Additional Individuals with 5% or greater Ownership

Full Name	Title	% Owner
Matt Horrocks	Vice President	5.8%
Ron Mortimer	Vice President	5.8%