# PROFESSIONAL SURVEYING SERVICES CONTRACT FOR CONSTRUCTION OF SILVERADO RANCH DETENTION BASIN AND OUTFALL FACILITIES AND SILVERADO RANCH BOULEVARD FROM ARVILLE STREET TO DEAN MARTIN DRIVE (PHASE B)

THIS CONTRACT, hereinafter referred to as "Contract", made and entered into this 4<sup>th</sup> day of May, 2021 between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and **Atkins North America, Inc.**, a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as "SURVEYOR".

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

#### COUNTY

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

Fax: (702) 455-6040

#### SURVEYOR

Matt Baird, Vice President Atkins North America, Inc. 2270 Corporate Circle, Suite 200 Henderson, Nevada 89074 Telephone: (702) 263-7275

Fax: (702) 263-7200

#### WITNESSETH

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

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

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

#### **ARTICLE I**

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

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

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

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

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

"Project" means the construction of a 294 acre-ft detention basin with two inflow storm drains, both consisting of large reinforced concrete boxes, and a concrete reinforced box outfall storm drain that transitions to a concrete lined open channel. Constructing and widening of Silverado Ranch Boulevard from Arville Street to Dean Martin Drive. Roadway improvements include milling, hot mix asphalt and Ultra-Thin Asphalt Concrete Surface (UTACS). Improvements also include striping, signing, drop inlets, storm drain laterals, streetlights, sidewalk, ITS conduit, raised medians, and related appurtenances.

#### **ARTICLE II**

#### 2.01 -- BASIC SERVICES

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

The SURVEYOR will provide the following services for the Project:

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

- 2. Construction Stakes: provide all necessary stakes and/or marks to allow the Construction Contractor to properly complete the Project including but not limited to:
  - a. Right of Way: One (1) set of stakes marking right of way limits and temporary construction easements at a maximum of 200-foot intervals, minimum of 50-foot intervals in curves, and angle points, as requested by the Construction Contractor.
  - b. Limits of Disturbances: One (1) set of stakes marking Limits of Disturbances at a maximum of 100-foot intervals, minimum of 50-foot intervals in curves, and angle points, as requested by the Construction Contractor.
  - c. Saw-cuts and Removals: One (1) set of stakes at 100-foot intervals maximum plus angle points, to properly locate removal limits throughout the project including but not limited to: pavement milling, pavement removal, fences, walls, storm drain pipe, driveways, median islands, curb and gutter.
  - d. Curb and Gutter / Edge of Pavement: One (1) set of offset grade stakes providing horizontal and vertical control to the top of curb / finish grade at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, driveways, beginning and end of curves, at offset distances chosen by the Construction Contractor.
  - e. Median Islands: Establish points sufficient to layout locations for median islands at 50-foot intervals in tangents, 25-foot intervals in curves, plus the beginning and end of curves, angle points, grade breaks, radius points and/or quarter deltas (maximum), at locations requested by the Construction Contractor.
  - f. Gravel grades Silverado Ranch Boulevard: One (1) set of subgrade stakes, 3 across maximum, at 100-foot intervals in tangents, 50-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves. One (1) set of Type-II finish grade stakes, 5 across maximum, at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves.
  - g. Encasement Sections: Marks sufficient to identify locations of encasement sections, as requested by the Construction Contractor.

- h. Waterline Relocations: One (1) set of offset grade stakes providing horizontal and vertical control to waterlines at 50-foot intervals, plus grade breaks and angle points, at offset distances requested by the Construction Contractor.
- Streetlights, Spread Footings, and Pull Boxes: One (1) set of offset grade stakes
  providing horizontal and vertical control at actual locations and/or offset
  distances chosen by the Construction Contractor.
- j. Traffic signal pole: Two (2) offset grade stakes for each traffic signal pole and smart pole at offsets requested by the Construction Contractor.
- k. Striping: Marks sufficient to properly control the alignment of Striping shown on the construction plans, as requested by the Construction Contractor.
- I. Channel: Two (2) sets of offset grade stakes providing horizontal and vertical control to location chosen by contractor at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, cut-off walls, transitions, angle points, beginning and end of curves, at offset distances chosen by the Construction Contractor.
- m. Drainage Structures / Pipe Penetration Locations: One (1) set of offset grade stakes providing horizontal and vertical control, sufficient in number to properly locate and construct headwalls, cut-off walls, spillway walls, manhole structures, pipe penetrations, Inlet, outlet, and junction structures, at offset distances chosen by the Construction Contractor.
- n. Storm Drain: One (1) set of offset grade stakes providing horizontal and vertical control at 50-foot intervals in tangents, 25-foot intervals in curves, plus angle points, grade breaks, and connections, as well as alignment of lateral pipe sections at drop inlet locations and manhole structures, at offset distances chosen by the Construction Contractor.
- o. Drop Inlets and Manholes: Two (2) offset grade stakes grade stakes providing horizontal and vertical control at offset distances chosen by the Construction Contractor, as well as verification of invert elevations prior to concrete placement.

- p. Gravel Grades Channel: One (1) set of subgrade stakes, 3 across maximum, at 100-foot intervals in tangents, 50-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves. One (1) set of Type-II finish grade stakes, 5 across maximum, at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves.
- q. Gravel Grades Storm Drain: One (1) set of subgrade stakes, 2 across maximum, at 100-foot intervals in tangents, 50-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves. One (1) set of Type-II finish grade grade stakes, 2 across maximum, at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves.
- r. Rough Grade Detention Basin Embankments: One (1) set of rough grade stakes or slope stakes, both sides of the embankment at 100-foot intervals in tangents, 50-foot intervals in curves plus, grade breaks, angle points, beginning and end of curves, for shaping of berms, keys, access roads and basin slopes, at offset distances chosen by the Construction Contractor.
- s. Detention Basin Grading: One (1) set of rough grade stakes and one (1) set of finish grade in a maximum 100-foot by 100-foot grid pattern for basin excavation.
- t. Gravel Grades Access Roads: One (1) set of subgrade stakes, 2 across maximum, at 100-foot intervals in tangents, 50-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves. One (1) set of Type-II finish grade stakes, 2 across maximum, at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves.
- u. Test Hole: One (1) set of grade stakes at test hole locations as requested by the Construction Contractor.
- v. Fencing: One (1) set of stakes at 50-foot intervals and angle points as requested by the Construction Contractor.

- w. Sediment / Depth Gauge: One (1) set of two offset grade stakes for detention basin depth gauge and at each sediment gauge location as requested by the Construction Contractor.
- x. Monitoring Station: One (1) set of stakes at each corner of monitoring station as requested by the Construction Contractor.
- y. As-built survey of re-located water and gas line at connection and angle points.
- 3. Stakes not specified above which the Construction Contractor may request and the Director determines are necessary to insure the work will be properly constructed.
- **4.** Acquire, document, and certify all work performed at the direction of the COUNTY, which would result in revisions to the Contract drawings.
- Attend the preconstruction meeting and necessary construction coordination meetings for the Project and coordinate all activities with the Construction Contractor and the Director.
- 6. Final Monumentation, in accordance with NRS Chapter 625 and the Clark County Improvement Standards, of all intersections, controlling corners and public land survey corners within the construction area, monuments in the overlay area must be replaced or raised to the final finished grade and file, with the Clark County Recorder, a Record of Survey indicating monuments and reference monuments set.

#### 2.02 -- SPECIAL SERVICES

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

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

#### ARTICLE III

#### 3.01 -- TIME OF PERFORMANCE

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

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

The SURVEYOR shall complete all Basic Services and authorized Special Services by January 26<sup>th</sup>, 2023 or upon written receipt of notification from the Director that Basic Services and Special Services are complete, whichever occurs first.

#### 3.02 -- TIME EXTENSIONS

Upon written request of the SURVEYOR, the COUNTY may grant time extensions to the extent of any delays caused by the COUNTY or other agencies with whom the work must be coordinated and over whom the SURVEYOR has no control, but only to the extent that the exercise of due diligence and care, on the part of the SURVEYOR, within the scope of its work under this Contract could not have avoided such delays and to the extent of any delays caused by force majeure, as that term is defined in Subsection 7.09 hereof.

# ARTICLE IV PAYMENT FOR SERVICES

#### 4.01 -- MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the COUNTY to the SURVEYOR shall be a sum equal to the Basic Service fees plus the Special Service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the total amount payable to the SURVEYOR under this Contract or in connection with the subject matter of this Contract, exceed the sum of THREE HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS AND 00/100 (\$361,518.00) for Basic Service fees, and THIRTY-SIX THOUSAND DOLLARS AND 00/100 (\$36,000.00) for Special Service fees, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

#### 4.02 -- METHOD OF PAYMENT

Payment for the Basic Services provided herein shall be made on the basis of the percent of total work complete as determined by the COUNTY at the time of invoice. Payment for authorized Special Services shall be made when the authorized work is one hundred percent (100%) complete as determined by the COUNTY at the time of invoice. Fees for authorized Special Services shall be based upon **TWO HUNDRED DOLLARS AND 00/100 (\$200.00)** per hour. Fees for the services shall be invoiced in the month which follows performances of such services and shall be paid by the COUNTY within thirty (30) days after receipt of an invoice submitted by the SURVEYOR and approved by the Director unless the Director notifies the SURVEYOR within such period of time that a payment or a portion thereof for the services rendered is in dispute. The COUNTY agrees that it will not unreasonably delay or withhold payment or approval of any invoice submitted by the SURVEYOR.

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

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

<b>TASK</b>	
-------------	--

GRAND TOTAL BASIC AND SPECIAL SERVICES

#### **MAXIMUM AMOUNT**

\$ 397,518.00

2.01, #1 through #6, BASIC SERVICES	\$ 361,518.00
2.02, #1, SPECIAL SERVICES	\$ 36,000.00

#### **ARTICLE V**

#### **5.01 -- IN GENERAL**

This Contract shall be in force and effect from and after the day on which the Director gives notice to the SURVEYOR to begin work under this Contract under Section 2.01 above. This Contract shall remain in effect until January 26th, 2024. This section shall not be construed to relieve either party of its obligations to perform under this Contract while the Contract is in effect. Termination of this Contract shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this Contract or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which cause of action arising out of this Contract, or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

#### 5.02 -- TERMINATION BY THE COUNTY

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

# ARTICLE VI

#### **6.01 -- IN GENERAL**

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

#### 6.02 -- INSURANCE COVERAGES

The SURVEYOR will provide the COUNTY with certificates of insurance for coverage as listed below and endorsements establishing coverage required by this Contract within ten (10) calendar days after approval of this Contract by the Clark County Board of Commissioners. The certificates of endorsement for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The insurance coverages are to be in the following amounts:

The SURVEYOR will maintain general liability coverage at limits of no less (A) than ONE MILLION and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury, and property damages. Coverage shall be on an "occurrence basis" only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. The COUNTY, its officers and its employees, and its designated volunteers must be expressly covered as "additional insured's". A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.

- (B) Maintain automobile coverage at limits of no less than ONE MILLION and 00/100 Dollars (\$1,000,000.00) combined single limit "per accident" for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile used on this Project. The COUNTY, it officers and its employees, and its designated volunteers must be expressly covered as "additional insureds".
- (C) Maintain professional liability insurance at limits of no less than ONE MILLION and 00/100 Dollars (\$1,000,000.00) per occurrence to insure against claims or losses arising out of performance of the services provided by the SURVEYOR, the SURVEYOR's agents, representatives or employees pursuant to the SURVEYOR's Contract with the COUNTY. "Claims made" insurance coverage will continue for a period of three (3) years beyond the term of this Contract. Any retroactive date must coincide with or predate the date of this Contract and may not be advanced without the COUNTY's consent. The SURVEYOR's professional liability insurance must provide coverage for the SURVEYOR's subcontractor if the subcontractor does not maintain professional liability insurance in the same amounts and manner as required for the SURVEYOR.

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$250,000.00) with respect to coverage provided for in paragraphs A,B, and C above, without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance. Any notice given to the SURVEYOR with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company's rating, as shown in the latest "Best's Key Rating Guide" shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the SURVEYOR, including the rating and financial health of each insurance company providing coverages, is subject to approval of the COUNTY.

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

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

#### 6.03 -- ADDITIONAL COVERAGE

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

#### 6.04 -- NOTICE OF CANCELLATION

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

#### 6.05 -- COUNTY'S REMEDIES

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

- (A) Terminate the Contract;
- **(B)** Declare the SURVEYOR in breach of Contract;
- (C) Purchase replacement insurance; or,
- (D) Pay the premiums that are due on existing policies in order that the required coverage may be maintained.

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

# ARTICLE VII MISCELLANEOUS PROVISIONS

#### 7.01 -- INDEPENDENT CONTRACTOR

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

#### 7.02 -- BUSINESS STRUCTURE AND ASSIGNMENTS

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

#### 7.03 -- SUBCONTRACTORS

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

#### 7.04 -- PARTIES AND INTERESTS

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

#### **7.05 -- NON-WAIVER**

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

#### 7.06 -- APPLICABLE LAWS

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

#### 7.07 -- **NOTICES**

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

#### 7.08 -- PROPERTY: COPYRIGHTS

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

All of such Documents shall be deemed to be "works made for hire" prepared for the COUNTY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the COUNTY when any such is subject to copyright. The SURVEYOR agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The SURVEYOR further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such

Documents, unless authorized to do so by the Clark County Board of Commissioners. The SURVEYOR shall place a conspicuous notation upon each such Document, which indicates that the copyright thereto is owned by the COUNTY.

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

#### 7.09 -- FORCE MAJEURE

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

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

The term force majeure as used herein, does not include; strikes, lockouts, work slowdowns, and other labor disturbances.

#### 7.10-- INSPECTIONS AND AUDITS

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

#### 7.11--IMMUNITY FOR INCORRECT DATE GENERATION

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

#### 7.12-- INDEMNIFICATION

#### **Professional Liability**

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

SURVEYOR further agrees to indemnify, defend and hold harmless the COUNTY and all the officers, employees and agents of the COUNTY, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the SURVEYOR, and SURVEYOR's employees and/or agents, in the performance of this

Contract when said liabilities, negligence, errors, omissions, recklessness or intentional misconduct are not based upon or arising out of the professional services performed under this Contract.

SURVEYOR will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the COUNTY from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the COUNTY.

#### General and Automobile Liability

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

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

#### 7.13—NON-DISCRIMINATION

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

#### 7.14-- ENTIRE AGREEMENT

This Contract contains all of the agreements of the parties.

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

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date herein above set forth.

**COUNTY OF CLARK, NEVADA** 

ATKINS NORTH AMERICA, INC.

Tho

Randall J. Tarr Assistant County Manager Matt Baird Vice President

**APPROVED AS TO FORM:** 

Laura C. Rehfeldt Deputy District Attorney

#### DISCLOSURE OF OWNERSHIP/PRINCIPALS

		ט	ISCLUSUR		OF CAAIA	ERSF	H	PRINCIPALS			
Business Entity Ty	Business Entity Type (Please select one)										
Sole Proprietorship	Partnership	Co	Limited Liability mpany	ē	Corporation	Trus	t	Non-Profit Organization		Other	
Business Designat	ion Group (Pleas	e sel	ect all that apply)	_					_		
MBE	□WBE		SBE	_	PBE		1	VET		OVET	□ESB
Minority Business Enterprise	Women-Owned Business Enterprise		Small Business Enterprise		Physically Ch Business Ente			Veteran Owned Business		abled Veteran med Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 127											
Corporate/Business	s Entity Name:	Atk	ins North Americ	ca	, Inc.						
(Include d.b.a., if ap											
Street Address:		403	30 West Boy Sco	ut	Blvd. Suite	700	Wel	bsite; www.atkinsglo	bal.	com	
City, State and Zip	Code:	Та	mpa, FL 3360	7		1		Charlotte Ma	addo		
Telephone No:		(81	3) 282-7275				Fax	No: (813) 281-3634			
Nevada Local Stree		22	70 Corporate	С	ircle, Suite	200	Wei	<sup>bsite:</sup> www.atkins	sglo	bal.com	
Chy, State and Zip		Her	nderson, NV 890	74	4		or	al Fax No: (702) 263	-720	0	
Local Telephone No			02) 263-7275					al POC Name: Matthe	w S		
Entitles include all bu	siness associations	s orga	nized under or gove	me	ed by Title 7 of	the Nevada	a Re	nds to the applicant and the evised Statutes, including and professional corporations.	but	not limited to privat	e corporations,
	Full Name					Title				% Owned of required for Pub	licly Traded
Corporations/Non-profit organizations) Atkins North America, Inc. is a wholly owned subsidiary of the Atkins North America Holdings Corporation. The Atkins North America											
		<u> </u>		_			_	Atkins US Holdings	_		
of SNC-Lavalin Gr	oup, Inc., (trad	ed o	n the Toronto, C	Ca	nada exchai	nge). Th	e A	Atkins North Americ	а Но	oldings Corpora	ation and Atkins
North America, In	c. do not own	sha	res in SNC-Lav	/al	lin Group, In	ic.		See Attached	list d	f Directors an	d Officers
This section is not re	quired for publicly	y-trac	led corporations. A	ire	you a publicly	traded co	rpo	ration? Yes		No	
			mers or principals, in on District full-time en					lark County, Department official(s)?	of Av	iation, Clark Count	y Detention
Yes (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.)											
<ol> <li>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 Rectamation District full-time employee(s), or appointed/elected official(s)?</li> </ol>											
Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)											
I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.											
Matthew S. Baird											
Signature					Print Name						
Vice President				4	4/13/2021						
Title					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			
* 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:						
	noted above, please complete the follo	-	and a decrease of the second			
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 Representat	ive					

## ATKINS NORTH AMERICA, INC.

#### **FY 2021 DIRECTORS AND OFFICERS**

#### **Board of Directors**

George L. Nash, Jr.

Susan C. Reinhardt

C. Ernest Edgar IV

#### Office Title, Officer Names and Office

President/Chief Executive Officer - George L. Nash, Jr., NEW YORK

Sen. V.P./Chief Financial Officer/Treasurer-Susan C. Reinhardt, CALV

Sen. V.P./Chief Operations Officer, Kenneth J. Burns, Jr., DEN

Sen. V.P./General Counsel/Secretary -C. Ernest Edgar IV, TPA

Sen. V.P. - Luis E Centeno, HOU

Sen. V.P. – Paul E. Demit, ATL

Sen. V.P. - W. Bradley Dennard, ATL

Sen. V.P. - Trevor Green, HOU

Sen. V.P. - Timothy Horner, HOU

Sen. V.P. - Donna M. Huey, ORL

Sen. V.P. – Allen Ibaugh, ORL

Sen. V.P. – Thomas R Jaske, NEW YORK

Sen.V.P. – Justin P. Jones, PHX

Sen.V.P. - Paul A Male, BOS

Sen. V.P. - Steven C. Malecki, DEN

Sen. V.P. - Jonathan Marshall, MINN

Sen. V.P. - Maureen M. Nayowith, DEN

Sen. V.P. - Michael M. Newton, TPA

Sen. V.P. - Catherina Rautenbach, LONG BEACH

Sen. V.P. - James R. Steele, Jr., TPA

V.P. - Carlos J. Arboleda-Osorio, MIA

V.P. - Maria M. Alvarez, Los Angeles

V.P. - Robert A. Bailey, AUS

V.P. - Matthew S. Baird, HEND

V.P. – Mark A. Banks, DEN

V.P. - Danielle N. Barner, DAL

- V.P. Ira C. Barrow, NORMAN
- V.P. /Assistant Secretary Donya M. Becton, MIA
- V.P. Robert B. Bolick, ATL
- V.P. Mourad Bouhafs, ATL
- V.P. Jeremy J. Bourdon, MIA
- V.P. Gagan Brata,
- V.P. Robert Paul Brown, CHICAGO
- V.P. Wesley M. Burford, AUS
- V.P. Kevin P. Callahan, ORL
- V.P. Sergio Callen, New York
- V.P. Robin Campbell, ALEX
- V.P. David J. Carter, MIA
- V.P. Robert W. Chandler, BART
- V.P. Catherine Carr Clinch, CALV
- V.P. Walter M. Clark, New York
- V.P. Amanda Corson, AUS
- V.P. Scott Daly, PHOE
- V.P./Assistant Secretary Rene de los Rios, MIA
- V.P. Thomas J. Delaney, ORL
- V.P. P. Michael DePue, II, MAD
- V.P. Harshal B. Desai, HEN
- V.P. Michael A. Dewyre, TPA
- V.P. Benjamin Dutton, ALEX
- V.P. Wendy E. Dyson, ATL
- V.P. Donald L. Erwin, Jr., ORL
- V.P. Kurt A. Goddard, ATL
- V.P. Susan A. Gratch, ORL

- V.P. Jill S. Gurak, RAL
- V.P. -Khashayar Hadibour, PhD, LONG BEACH
- V.P. Rami C. Harb, PhD, DEN
- V.P. -David M. Harper, MIA
- V.P. Kenneth P. Hawkins, DEN
- V.P. Ruben A. Hernandez Gregorat, MIA
- V.P. John Tyler Hewitt, ATL
- V.P. Robert G. Horr, III, NY
- V.P. Ashley D Hough, HOU
- V.P. Daniel Q. Humphrey, NORMAN
- V.P./Assistant Secretary Jayanth Jayaram, TPA
- V.P. Dusty Johnson, PORT
- V.P. Arthur A. Jones-Dove, CALV
- V.P. James M. Kapinos, ALEX
- V.P. Wade C. Kelly, MAR
- V.P. Thomas S. Knuckey, ORL
- V.P. Matthew J. Koch, MISSOURI
- V.P. Darin R. Larson, FT. MYERS
- V.P. Dean M Leonard, PHO
- V.P. Luke E. LeBas, BAT
- V.P. Timothy P. Ledet, HOUS
- V.P. Daniel A. Liddle, DEN
- V.P. Derek Lindvall, DEN
- V.P. Scott A. Logan, NASH
- V.P. Duncan P MacKenzie-Williams, HOU
- V.P. Charlotte A. Maddox, TPA
- V.P. Kevin L. Martin, VEST

- V.P. Regan P. McDonald, ALEX
- V.P. David W. McNamara, CHI
- V.P. Steven D. McWilliams, ORL
- V.P. Mark D. Micikas, TPA
- V.P. Michael R. Moseley, Jr., ATL
- V.P. Carlos R Nazario, NY
- V.P. Gene Niemasz, DEN
- V.P. Elizabeth T. Norris, AUS
- V.P. Francis O'Connor, EDISON
- V.P. Jeff Okeson, LONG BEACH
- V.P. Praveen K. Ommi, ORL
- V.P. -Wiley C. Page, Jr. JAX
- V.P. Shayne M. Paynter, TPA
- V.P. Roger A. Phillipi, RENO
- V.P. Rodrigo Pigna, MIA
- V.P. Luis J Pinto, HOU
- V.P. William P. Pitcher, FT LAUD
- V.P. Ronald A Pruzinsky, DAL
- V.P. Gary D. Reinhardt, AUS (OFFSITE) (REAL ESTATE, TX)
- V.P. Knute R Ruggaard, PHO
- V.P. Michael R. Ryan, FT. MYERS
- V.P. Edward Hull Ryde, DAL
- V.P. Frank J. Schultz, DEN
- **V.P.** Thomas J. Schweitzer, CALV
- V.P. -Sina Seyedian, DEN
- V.P. Joseph L. Shalkowski, AUS
- V.P. Daniel J Shovlin, PHI

V.P. - Jennifer K. Sorenson, AUS

V.P. - Matthew A. Taylor, ORL

V.P. - Scott E. Tezak, BOS

V.P. - Rukiya Thomas, ATL

V.P. - David P. Thompson, RAL

V.P. - Carmelo J Torrisi, CHI

V.P. - Jennifer M. Tsien, ATL

V.P. – Kirk S. Webb, DEN

V.P. - Chester W. Wendrzyk, MEL

V.P. - Lisa M. Wheatly, DEN

V.P. – Gregory J. Wilk, DAL

V.P. – Marcus A. Wittich, ATL

V.P. - Rosemary E. Woods, TAL

V.P. - Jeffrey Wright, ALEX

V.P. - Taylor P. Wright, ATL

V.P. - Terrance J. Zable, ORL

Assoc. V.P. - Robert G. Garner, ATL (LAND SURVEY, GA)

Assoc. V.P. - Franklin J. Kaye, ALEX (ARCHITECTURE, MD)

Assoc. V.P. – Jacqueline G. Kinker, ORL, (REAL ESTATE, GA AND NC)

Assoc. V.P. – Sudhir Kukillaya, NORMAN

Assoc. V.P. - David W. Larsen, ORL, (LANDSCAPE ARCHITECTURE, FL)

Assoc. V.P.- Desiderio "Desi" Maldonado, TAL (ENGINEERING, US VI)

Assoc. V.P. - Roberto D. Mantecon, MIA (LAND SURVEY, FL)

Assoc. V.P. – Paul W. Maddox, TPA (REAL ESTATE, FL)

Assistant Secretary - Mina Wheless, HOU

P 1 04/14/2021 09:32 Serial No. A79M011027477 TC: 151478

Addressee	Start Time	Time	Prints	Result	Note
17756882991	04-14 09:31	00:00:39	003/003	OK	

Note TMR:Timer TX, PQL:Polling, ORG:Original Size Setting, FME:Frame Grase IX, PQL:Polling, ORG:Original TX, CALL:Manual TX, CSC:CSC; FMD:Forward, PC:PC-FAX, BPN:Double-Siged Binding Direction, Sp:Special Original, FCODE:F-Code, RTX:R8-TX, REV:R81ay, MEX:Confidential, BUL:Bulletin, Sip:Sip Fax, IPADR:ITP Address Fax, I-FAX:Internet Fax

Result



## **Department of Public Works**

500 S Grand Central Pky | 80x 554000 | Les Vegas NV 89155-4000 (702) 465-6000 | www.Clark/CountyNV.gov/PubWorks

NV BOE & LS	- FAX	
	From:	Michael Jacquart
	_	(702) 455-6150
(775) 688-2991	Total Pages:	3
		LIC WORKS
Message Originated From The F	ollowing Public Works Offi	ce/Fax Machine:
r's Office   Support Services	(702) 455-6040	
iction Mgmt / Development	(702) 380-9816	
oment Review	(702) 388-2550	
Engineering   Construction	(702) 455-6113	
nance Management	(702) 435-4702	
Assurance  Lab	(702) 739-1558	
or's Office	(702) 382-0849	
Map Team	(702) 455-6203	
Management	(702) 455-6415	
Ops/Vector Control	(702) 454-8968	
	e: RE: NEVADA GOVERNMENT ENT CTS FOR POSTING ON BOARD WEBS  Message Originated From The F r's Office   Support Services action Mgmt / Development boment Review Engineering   Construction hance Management Assurance   Lab or's Office   Map Team Management	From:  (775) 688-2991  Total Pages:  RE: NEVADA GOVERNMENT ENTITY FILING OF AWARDED PUBLICITS FOR POSTING ON BOARD WEBSITE.  Message Originated From The Following Public Works Officer's Office   Support Services (702) 455-6040 (702) 380-9816 (702) 380-9816 (702) 388-2550 (702) 388-2550 (702) 388-2550 (702) 455-6113 (702) 455-6113 (702) 435-4702 (702) 435-4702 (702) 435-4702 (702) 435-4702 (702) 435-4702 (702) 435-4702 (702) 455-6203 (702) 455-6203 (702) 455-6203 (702) 455-6203 (702) 455-6415



## **Department of Public Works**

500 S Grand Central Pky | Box 554000 | Las Vegas NV 89155-4000 (702) 455-6000 | www.ClarkCountyNV.gov/PubWorks

To:	NV BOE & LS	FAX	
Company:		From:	Michael Jacquart
Subject:		_	(702) 455-6150
Fax:	(775) 688-2991	Total Pages:	3
_	e: RE: NEVADA GOVERNMENT ENTI		IC WORKS
PROJE	CTS FOR POSTING ON BOARD WEBSI	TE.	
This	Message Originated From The Fo	ollowing Public Works Offic	:e/Fax Machine:
□ Directo	or's Office   Support Services	(702) 455-6040	
□ Constru	action Mgmt / Development	(702) 380-9816	
□ Develo	pment Review	(702) 388-2550	
☐ Design	Engineering   Construction	(702) 455-6113	
☐ Mainter	nance Management	(702) 435-4702	
☐ Quality	Assurance   Lab	(702) 739-1558	
☑ Surveye	or's Office	(702) 382-0849	
□ Survey	Map Team	(702) 455-6203	
☐ Traffic	Management	(702) 455-6415	
□ Traffic	Ops/Vector Control	(702) 454-8968	



#### NEVADA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

1755 E. PLUMB LANE, RENO, NEVADA 89502-3632 • (775) 688-1231 • FAX (775) 688-2991 board@boe.state.nv.us

## NEVADA GOVERNMENT ENTITY FILING OF AWARDED PUBLIC WORKS PROJECTS FOR POSTING ON BOARD WEBSITE

In accordance with Nevada Revised Statutes (NRS) 338, awarded public works projects must be submitted to the Nevada State Board of Professional Engineers and Land Surveyors (Board) for posting on the Board's official website. Nevada state and local government entities are to use this form to comply with NRS 338.

#### **INSTRUCTIONS**

- Forms must be typed or printed legibly in ink.
- 2. The person completing the form must sign form in ink.
- 3. Only authorized government staff can submit this form.
- 4. List all certified professional licensees by discipline that were considered to give firm(s) local preference.
- 5. Form is to be submitted to the Board via email [board@boe.state.nv.us] from an official email account or faxed [(775) 688-2991] with an official cover

I - Public Works Project Awarding Agency		II - Firm Awarded Public Works Project					
Clark County			Atkins North Americ	a, Inc.			
Agency			Firm Name				
Public Works			2270 Corporate Circl	le, Suite 200			
Department			Address 1				
500 South Grand Central Pa	arkway						
Address 1			Address 2				
			Henderson	1	NV 89	074	
Address 2			City	S	tate Zip		
Las Vegas	NV	89155	(702) 263-7275	Matt.Bair	d@atkinsg	lobal.com	
City	State	Zip	Phone Number	Email			
	InTheWorks@	ClarkCountyNV.gov	(702) 263-7200 Fax Number				
(702) 382-0849			If selected firm is a	a Joint Venture	list firm	ns involved on	
Fax Number			additional sheet(s) and attach.				
III - Project Descripti	on						
Silverado Ranch Detention	Basin and Roa	dway improvements	397,518.00		☐ Actual	☑ Projected	
Project Name			Project Cost				
The construction of a 294 a	cre-ft detention	h basin with two inflow s	storm drains, and an outfal	ll storm drain th	at transitio	ns to a concrete	
Project Description - Provide the s			selected. Attached extra sheet(s)				
			Boulevard from Arville S	Samuel to Dans M	In maior Desires	. T	

IV - Local Preference: Did selected firm reco	eive local preference per NRS 338?	☐ Yes <b>☑</b> No	
If yes, then complete Section V, otherwise, skip to	Section VI.		
V - Certified Professional Licensee(s)			
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Use additional sheet(s) if more certified licensees w	vere considered in this selection.		
VI – Person Completing Posting Form  Michael Laeguer  Signature	4-14-2021 Date		
Michael L. Jacquart Name			
Deputy County Surveyor Title			
(702) 455-0664 jacquart@ClarkCountyl	NV.gov		

Phone Number

Email