

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 3047

POWER IMPROVEMENTS AT LAS – OFF-SITE

**HARRY REID INTERNATIONAL AIRPORT
DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA**

AWARD DATE

July 19, 2022

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

PROFESSIONAL SERVICES CONTRACT

CONTRACT 3047

POWER IMPROVEMENTS AT LAS - OFF-SITE

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CONTRACT

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HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 3047

POWER IMPROVEMENTS AT LAS - OFF-SITE

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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 GCW, 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 April 25, 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.

Vicki Marjerrison, Executive Vice President
GCW, Inc.
1555 South Rainbow Blvd.
Las Vegas, NV 89146
Telephone: (702) 804-2000
Fax: (702) 804-2299
Email: vmarjerrison@gcwengineering.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.

Witness:

TOLIVAISA

GCW, INC.

Vicki D.
Marjerrison

Digitally signed by
Vicki D. Marjerrison
Date: 2022.06.28
18:19:02 -07'00'

BY: *Vicki Marjerrison*

VICKI MARJERRISON
Executive Vice President

Witness:

APPROVED AS TO FORM:

BY: *[Signature]*

JOHN P. WITUCKI
Senior Attorney

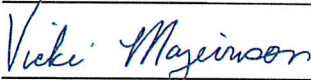
ATTACHMENT NO. ONE
LIST OF SUBCONSULTANTS

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.

<u>Firm Name</u>	<u>Address</u>	<u>Contact</u>	<u>Work Description - License No.</u>
Aerotech Mapping, Inc.	3285 N. Fort Apache Road Las Vegas, Nevada 89129	Leo Torres, leotorres@atmlv.com , 702.228.6277	Aerial Topography 2001187.054-190
Ninyo & Moore	6700 Paradise Road, Suite E Las Vegas, Nevada 89119	Naik Banavathu nbnavathu@ninyoandmoore.com 702.433.0330	Geotechnical 1001981.215
KCI Technologies Inc.	6280 S. Valley View Boulevard Las Vegas, Nevada 89118	Rick Torrens Richard.torrens@kci.com gschafler@lagedesigninc.com	Subsurface Utility Locating 2001873.023-140
Lage Design, Inc.	314 S. Water St., Suite 120 Henderson, Nevada 89015	Geoffrey Schafler gschafler@lagedesigninc.com 702.297.6184	Landscape Architect 2000324.VEN-101

FIRM: GCW, Inc.

BY: 

(Signature)

NAME: Vicki D. Marjerrison

POSITION: Executive Vice President

DATE: June 28, 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 CFR 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: GCW, Inc.

BY: 

(Signature)

NAME: Vicki D. Marjerrison

POSITION: Executive Vice President

DATE: June 28, 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 ___ 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 ___ 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: GCW, Inc.

BY: *Vicki Marjerrison*

(Signature)

NAME: Vicki D. Marjerrison

POSITION: Executive Vice President

DATE: June 28, 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.

N/A

2. Plans, specifications and requirements of the contract were provided to the following S/M/W/DBEs, 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: GCW, Inc. _____

BY: Vicki Marjerrison
(Signature)

NAME: Vicki D. Marjerrison _____

POSITION: Executive Vice President _____

DATE: June 28, 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/W/DBE 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?
N/A

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: GCW, Inc.
BY: Vicki Marjerrison
(Signature)
NAME: Vicki D. Marjerrison
POSITION: Executive Vice President
DATE: June 28, 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: GCW, Inc.

BY: Vicki Marjerrison
(Signature)
NAME: Vicki D. Marjerrison

POSITION: Executive Vice President

DATE: June 28, 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

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

N/A

to propose on the above identified work on _____

(Date)

FIRM: GCW, Inc.


BY: *Vicki Marjerrison*
(Signature)
NAME: Vicki D. Marjerrison

POSITION: Executive Vice President

DATE: June 28, 2022

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

I certify that AeroTech Mapping Inc. has agreed to participate
(S/M/W/DBE Firm Name)
with GCW Engineering in Contract No. 3047 as a
(CONSULTANT Name)
subconsultant / supplier. The agreed upon subcontract amount or estimated purchase amount is
\$ 120,000.00.

By: 
(S/M/W/DBE Firm Authorized Representative)
Title: Vice President
Company: AeroTech Mapping 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: June 28, 2022

**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:	AEROTECH MAPPING, Inc.
ADDRESS:	3285 N. Fort Apache Road, Las Vegas, NV 89129
TELEPHONE NUMBER:	702.228.6277
S/M/W/DBE BUSINESS ENTERPRISE TYPE:	<input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Minority Business Enterprises (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input checked="" type="checkbox"/> Disadvantaged Business Enterprises (DBE)
ETHNICITY:	<input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Caucasian
DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED:	Aerial Topography
DESCRIPTION OF SUPPLIES TO BE FURNISHED:	N/A
ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:	\$120,000.00

(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: \$ 3,410,030.00

Total S/M/W/DBE Amount: \$ 260,000.00

Percentage of S/M/W/DBE Participation: 7.6 %

FIRM: GCW, Inc. _____

BY: Vicki D. Marjerrison
(Signature)

NAME: Vicki D. Marjerrison _____

POSITION: Executive Vice President _____

DATE: June 28, 2022 _____



Nevada Unified Certification Program

This is to Certify that:

AEROTECH MAPPING, INC.

Is registered as a Disadvantaged Business Enterprise in the Nevada Unified Certification Program

Under the Provisions of 49 CFR Part 26

And is Therefore Recognized This 20th Day of April, 2012

And supersedes any certification or listing previously issued

Certificate No. NV00968UCPN



**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:	LAGE DESIGN
ADDRESS:	314 S. Water Street, Suite 120, Henderson, Nevada 89015
TELEPHONE NUMBER:	702.297.6184
S/M/W/DBE BUSINESS ENTERPRISE TYPE:	<input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Minority Business Enterprises (MBE) <input checked="" type="checkbox"/> Women Business Enterprise (WBE) <input checked="" type="checkbox"/> Disadvantaged Business Enterprises (DBE)
ETHNICITY:	<input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Caucasian
DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED:	Landscape Architecture
DESCRIPTION OF SUPPLIES TO BE FURNISHED:	
ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:	\$140,000.00

(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: \$ 3,410,030.00

Total S/M/W/DBE Amount: \$ 260,000.00

Percentage of S/M/W/DBE Participation: 7.6 %

FIRM: GCW, Inc.

BY: Vicki D. Marjerrison
(Signature)

NAME: Vicki D. Marjerrison

POSITION: Executive Vice President

DATE: June 28, 2022



Reno-Tahoe
Airport Authority
775-328-6979



McCarran
INTERNATIONAL AIRPORT
702-261-5226

Nevada Unified Certification Program

This is to certify that:

Lage Design, Inc.

*Is registered as a Disadvantaged Business Enterprise (DBE)
and Small Business Enterprise (SBE) in the Nevada Unified Certification Program*

under the provisions of 49 CFR Part 26,

and is Therefore Recognized This 5th Day of January, 2019.

*Lage Design, Inc. is further recognized and has been verified as a
Women-Owned Business (WBE) by the NUCP Member Agencies.*

This certificate supersedes any certification or listing previously issued

Certificate No. NV20344895NUCP





December 17, 2021

Cecilia Schafler, Owner
LAGE DESIGN, INC.
314 South Water Street, Suite 120
Henderson, NV 89015

RE: Notice of Continued Eligibility as a Disadvantage Business Enterprise (DBE)

Dear Ms. Schafler:

Congratulations! An evaluation of the Annual Certification Review form and all supporting documentation, affirms that your firm continues to meet the eligibility requirements to maintain its certification as a Disadvantaged Business Enterprise (DBE) through the Clark County Department of Aviation (CCDOA) and the Nevada Unified Certification Program (UCP), pursuant to the U.S. Department of Transportation's (DOT) Title 49 Code of Federal Regulations (CFR) Part 26.

Next year, your review is a **3-year comprehensive review**. In accordance with §26.83(j), you must provide the 3 Year Certification Review form along with all supporting documents. This form will be due on **January 5, 2023**. A PDF interactive version of this form is available for downloading at:

<http://www.mccarran.com/DoingBusiness/DisadvantagedBusinessProgram.aspx>

Please note that you are required to provide timely notice of any changes in ownership, control, business structure of the firm, or change of address. Pursuant to subsection §26.109(c), all participants in the DBE program are required to cooperate fully and promptly with certification reviews. Failure to cooperate may result in a finding of non-compliance and removal of DBE eligibility.

Please contact me via e-mail at davide@mccarran.com or by phone at 702-261-5226 if you have any questions or need additional information.

Sincerely,

DAVID ECLIPS
ACDBE/DBE Liaison Officer

DE:bm

ATTACHMENT NO. EIGHT
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				137		
Corporate/Business Entity Name:		GCW, Inc.				
(Include d.b.a., if applicable)						
Street Address:		1555 South Rainbow Boulevard		Website: www.gcwengineering.com		
City, State and Zip Code:		Las Vegas, NV 89146		POC Name: Vicki Marjerrison		
Telephone No:		702.804.2000		Email: VMarjerrison@gcwengineering.com		
Nevada Local Street Address:				Fax No: 702.804.2299		
(If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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


Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
GCW Holdings, Inc.	N/A	100%
Employee Stock Ownership Plan	(Not one employee owns 5% or more)	

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.

	Tim McCoy
Signature	Print Name
President	May 11, 2022
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
Joe Yatson	Margarita Yatson/Mngmt Analyst	Spouse	Clark County
Joe Cetrulo	Alicia Cetrulo/Sr Recordation Tech	Spouse	Clark County
Jeanette Rios	Martha Rios/Associate Engineer	Sister	Clark County
Erik Denman	Derek Denman/Survey Tech II	Son	CCPW/Survey
Erik Denman	Cristofer Denman/Hvy Equip Op	Brother	CCPW Road Maintenance

* 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:

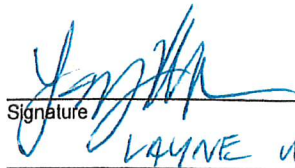
- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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

**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 GCW, 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, Kiribati, 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 confidentiality 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
- 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 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:

<u>CONTRACT DELIVERABLE</u>	<u>DUE DATE</u>
Alignment Study	NTP plus 90 days
Submittal of 30% Design Package	NTP plus 150 days
Submittal of 60% Design Package	NTP plus 240 days
Submittal of 95% Design Package	NTP plus 320 days
Submittal of Permit Documents (Submittal of 95% Design Package plus 51 days)	NTP plus 371 days
Issued for Bid / Construction Set to Owner (Permit Approval plus 14 days)	NTP plus 385 days
Submittal of final Issued for Bid / Construction	Bid Opening + 2 weeks

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 ___ _____

Name

If no, estimated completion date: _____

Title

Estimated outstanding value: _____

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 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.)

APPROVAL BY OWNER

Name of CONSULTANT _____ By: _____ Signature of Authorized Signatory Name: _____ (Type or Print) Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
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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 Power Improvements at LAS - On-Site 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 **THREE MILLION FOUR HUNDRED TEN THOUSAND THIRTY DOLLARS AND ZERO CENTS** (\$3,410,030.00), subject to the provisions set forth below. This amount represents a Lump Sum Cost for design and bidding phase services (\$2,751,320.00), a not-to-exceed amount for construction and record drawing phase services (\$338,710.00), and Direct Expense and Special Allowances (\$320,000.00).

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

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	Alignment Study	LS	\$307,250.00
2	Submittal of 30% Design Package	LS	\$871,662.00
3	Submittal of 60% Design Package	LS	\$682,126.00
4	Submittal of 90% Design Packages	LS	\$619,287.00
5	Permit and Issued for Bid / Construction Sets	LS	\$270,995.00
Total for Design and Bidding Phase Services			<u>\$2,751,320.00</u>
6	Construction Phase Services	Hourly	\$289,450.00
7	Record Documents*	Hourly	\$49,260.00
Total for Construction and Record Document Phase Services			<u>\$338,710.00</u>
8	Direct Expense Allowance	LS	\$20,000.00
9	OWNER's Special Allowance	LS	\$300,000.00
<u>ESTIMATED TOTAL FOR ALL PAY ITEMS 1 THROUGH 9</u>			<u>\$3,410,030.00</u>

* 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 1-5

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 6-7

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**.

3. Pay Item 8 – 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**.

4. Pay Item 9 – 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.

5. 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 \$1,000,000.00 coverage after notice to and approval from OWNER, will be reimbursed at actual cost.

4. **PAYMENT FOR ADDITIONAL SERVICES**

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**

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

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	Alignment Study	LS	\$ 307,250.00
2	Submittal of 30% Design Package	LS	\$ 871,662.00
3	Submittal of 60% Design Package	LS	\$ 682,126.00
4	Submittal of 90% Design Package	LS	\$ 619,287.00
5	Permit and Issued for Bid / Construction Sets	LS	\$ 270,995.00
Total for Design and Bidding Phase Services			<u>\$ 2,751,320.00</u>
6	Construction Phase Support Services	Hourly	\$ 289,450.00
7	Record Documents	Hourly	\$ 49,260.00
Total for Construction and Record Document Phase Services			<u>\$ 338,710.00</u>
8	Direct Expense		\$ 20,000.00
9	Owner's Special Allowance		\$ 300,000.00
<u>TOTAL FOR ALL PAY ITEMS</u>			<u>\$3,410,030.00</u>

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".

<u>Classification</u>	<u>Wage Rate/Hour (Max)</u>
Principal	\$240.00
Associate	\$230.00
Supervising Engineer / Land Surveyor	\$220.00
Senior Project Manager	\$200.00
Project Manager	\$190.00
Project Engineer / Land Surveyor / Specification Manager	\$180.00
Senior Designer	\$160.00
Designer / Engineering Intern 2	\$145.00
Engineering Intern 1	\$135.00
Project Coordinator / Senior CAD Technician	\$125.00
CAD Technician	\$115.00
Project Assistant 2 / Processor	\$100.00
Project Assistant 1	\$ 80.00

AEROTECH MAPPING, INC.

<u>Classification</u>	<u>Wage Rate/Hour (Max)</u>
Principal Project Manager	\$164.20
Senior Project Manager	\$144.80
Professional Land Surveyor	\$117.25
Project Manager Surveyor	\$122.50
Certified Photogrammetrist	\$136.80
Aerotriangulation Technician	\$ 89.20
Stereo Compiler Technician	\$ 87.40
Cartographic Technician / Lidar Technician	\$ 86.70
CADD Technician / GIS Technician	\$ 86.70
Orthophoto Technician	\$ 81.60
Survey Technician	\$ 72.40
1 Man Survey Crew	\$ 95.30
2 Man Survey Crew	\$185.70
Aerial Survey Pilot	\$122.50
Aerial Sensor Operator	\$ 84.30
Flight Crew-Manager-Pilot	\$125.00
Office Business Manager	\$112.50
Secretary/Clerical	\$ 55.00
Aircraft Mobilization (Imagery)	\$1,820.00 (per project)
Aircraft Mobilization (LIDAR)	\$2,460.00 (per project)
Aircraft On-Line (Imagery)	\$2,800.50 (per project)
Aircraft On-Line (LIDAR)	\$5,200.70 (per project)

NINYO & MOORE

<u>Classification</u>	<u>Wage Rate/Hour (Max)</u>
Principal	\$200.00
Senior Engineer	\$170.00
Project Engineer	\$160.00
Senior Staff Engineer	\$145.00
Staff Engineer	\$130.00
Drafter / CAD Operator	\$ 80.00
Word Processor / Clerical	\$ 70.00

KCI TECHNOLOGIES, INC.

<u>Classification</u>	<u>Wage Rate/Hour (Max)</u>
Project Manager	\$196.00

LAGE DESIGN, INC.

<u>Classification</u>	<u>Wage Rate/Hour (Max)</u>
Principal	\$210.00
Senior Landscape Architect / Project Manager	\$175.00
Landscape Architect	\$150.00
Senior Designer	\$150.00
3D Modeling / Visualization	\$150.00
CADD / Graphic Design	\$100.00
Administrative Support	\$ 70.00

HARRY REID INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

EXHIBIT "D"
TECHNICAL REQUIREMENTS

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EXHIBIT "D"
TECHNICAL REQUIREMENTS

1. GENERAL

A. Project Description

Project includes the design for new duct bank infrastructure improvements for an NV Energy feeder system from two power company substations that will provide additional capacity to Terminal 1 at Harry Reid International Airport. The NV Energy feeder system will consist of the following two segments:

1. Alignment 1 (Spencer) – 3.1 miles of 10 MVA feeder duct bank from the NV Energy Substation (Spencer) located at Flamingo Road and Spencer Street to Terminal 1 at Central Plant 1.
2. Alignment 2 (Russell) – 3.8 miles of 10 MVA feeder ductbank from the NV Energy Substation (Russell) located at Russell Road and Sandhill Road to Terminal 1 at Central Plant 1.

B. Location

The work is located at Harry Reid International Airport and in public Right of Way routes to and from NV Energy Substations (Spencer and Russell).

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 Preliminary Alignment Study, 30%, 60%, 90%, 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

Aerial mapping and field design surveys will be provided and used to develop engineering base sheets and digital terrain models (DTM).

All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale 1-foot contour interval aerial topography of the proposed two (2) alignments for the segments that are off Airport property, and alternate alignments on Airport property that are east of Spencer Street.

OWNER provided 2018 aerial topography for the IH-17-026 contract which will be utilized for Airport onsite segments west of Spencer Street of the proposed alignments and alternate alignments. CONSULTANT will supplement the IH-17-026 topography with spot survey to capture the new Russell Road median islands and intersection islands at Russell Road and Paradise.

The aerial survey will be prepared on the NAVD 88 Version 2003 Datum as required by Clark County Public Works Department (CCPW) and NDOT. Equations will be provided to Harry Reid International Airport datum(s).

The aerial topography limits will be 100 feet wide on both sides of the roadway centerline (200-foot total width), and 500 feet wide on both sides of the roadway centerline (1,000-foot total width) at the major intersections along the project limits.

Field surveys will include setting aerial panels and locating existing features in the field to supplement aerial photography. Field survey will also include spot survey along the selected alignments as required to supplement the aerial topography, and dips for utility manhole invert grades at critical crossings.

7. Drainage Study – (NOT APPLICABLE)

A Drainage Study is not included in the scope of work because this project proposes to design buried electrical duct infrastructure.

8. Geotechnical Investigation / Pavement Design

By CONSULTANT's subcontractor or otherwise, perform geotechnical evaluations for up to twenty-five (25) exploratory test borings to a depth of up to 15 feet at a spacing of approximately 1/4 mile, with up to four (4) of the borings to a depth of up to 20 feet; perform in-place moisture content and density, gradation, Atterberg limits, R-value, solubility, and chemical (salt and corrosivity) tests and other appropriate tests to prepare geotechnical recommendations for the project; and analyze and prepare a report of soil conditions applicable to the Project.

Project elements to be evaluated in the geotechnical report include earthwork and compaction requirements, trench subgrade preparation, excavated slope stability, utility trench requirements, and suitability of the excavated trench for backfill material. Recommendations regarding foundations, retaining wall design, lateral earth pressures, flexible pavement section design, excavatability of the subsurface materials, temporary construction slopes, backfills, concrete corrosion, and other aspects of earthwork will be included in the report.

9. Utility Coordination

CONSULTANT is responsible to obtain all forms, and coordinate review and approvals from all utility companies, environmental agencies and other agencies having jurisdiction over permitting and operation of the project. CONSULTANT shall coordinate with OWNER to develop a list of all items needed for this task at the NTP of this project and process during the design phase. CONSULTANT will submit documents to utility companies and applicable agencies as required to obtain approval from each entity such that permits will be ready for construction contractor to obtain.

CONSULTANT to coordinate with OWNER and local utility companies including, but not limited to: Clark County Water Reclamation District (CCWRD), Las Vegas Valley Water District (LVVWD), Southern Nevada Water Authority (SNWA), NVE, Centurylink, Southwest Gas, and Cox Communications to gather information on the location of their facilities and any abandoned, planned, or proposed improvements that would affect the Project.

CONSULTANT shall prepare a pothole plan showing potential conflicts of proposed improvements with existing utilities and submit to OWNER for review. Up to one hundred twenty (120) potholes will be performed. Utility adjustments and minor relocations are included in this scope and will be shown

on the plans. Major utility relocation design plans are not anticipated, and will be paid for separately under Additional Services upon separate authorization by the OWNER.

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: 30%, 60%, and 90%. 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 90%.

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 – NOT APPLICABLE

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 daysIf 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.

E. Right of Way Support

CONSULTANT shall provide right-of-way engineering services to aid with easement acquisitions from private property owners as well as dedication of easements from the OWNER to NV Energy as may be required for this Project. Legal descriptions for easements will be prepared in draft format for OWNER review. One (1) round of comments will be addressed by the CONSULTANT before finalizing the legal descriptions. This service will not be executed nor paid out unless OWNER provides written authorization to the CONSULTANT to perform this task. The written authorization will specify the number of legal descriptions that CONSULTANT is authorized to prepare.

Legal Descriptions: It is assumed that up to twenty (20) legal descriptions and associated exhibits will be prepared and signed/sealed by a registered Nevada Professional Land Surveyor.

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. Preliminary Alignment Study
 - a. Prepare Alternate to Alignment 1 (Spencer) and Alignment 2 (Russell)
 - b. Research Existing and Proposed Utilities
 - c. Research Existing Dedications
 - d. Identify Existing and Proposed Improvements
 - e. Prepare Preliminary Alignment Alternate Exhibits
 - f. Prepare Preliminary Cost Estimate
 - g. Prepare Alignment Study Report

2. Schematic Design - 30%
 - 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 as applicable.
 - c. 30% 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 30% 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.
3. Contract Design - 60%
 - 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 30% submittal list), as applicable. Completed reports/forms/studies shall be presented in final form.
 - c. Submit updated contract documents (refer to the 30% 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.
 4. 90% 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 60% submittal), as applicable, in complete and final form.
 - c. Submit all contract documents (refer to 60% 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.
5. Issued for Bid / Permit Documents
- a. Submit all documents listed above for the 90% 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.
6. Issued for Bid / Construction
- a. This submittal shall incorporate all changes to the contract documents required to obtain permits for the project.
7. 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.
8. 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 – date**” 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 30%, 60%, and 90% 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 April 25, 2022



PROFESSIONAL SERVICES PROPOSAL COVER PAGE

April 25, 2022

Power Improvements at LAS

Project No.: 3047
Professional Services Contract Proposal

CCDOA Design Project Manager: Raul Valdez, PE
Consultant Authorized Signer: Vicki Marjerrison, PE

PROJECT SCOPE

This professional services scope is for duct bank infrastructure improvements for two NV Energy (NVE) feeder systems from two NVE substations that will provide additional capacity to Terminal 1 at Harry Reid International Airport. The scope also includes alignment studies for the two proposed duct bank routes.

The detailed professional services scope of work is as follows:

PROJECT DESCRIPTION:

The scope of services to be provided by GCW, Inc. (CONSULTANT) includes preparation of design plans, specifications, and construction cost estimates related to the construction of infrastructure for the NV Energy (NVE) feeder systems that will provide additional capacity to Terminal 1. The NVE feeder systems will consist of following two segments:

1. **Alignment 1 (Spencer)** - 10MVA from NVE Substation (Spencer) at Flamingo Road/Spencer Street to Central Plant 1 with an approximate length of 3.1 miles. The proposed route is:
 - South from the existing substation at Flamingo Road/Spencer Street to Flamingo Road
 - West on Flamingo Road to Maryland Parkway
 - South on Maryland Parkway to Russell Road
 - West on Russell Road to Paradise Road
 - Route through Harry Reid Airport Terminal 1 Roadways to Central Plant 1
2. **Alignment 2 (Russell)** - 10MVA from NVE Substation (Russell) at Russell Road/Sandhill Road to Central Plant 3 with an approximate length of 3.8 miles. The proposed route is:
 - West on Russell Road to Paradise Road
 - Route through Harry Reid Airport Terminal 1 Roadways to Central Plant 1

NVE will provide the design for the proposed feeder systems including but not limited to duct bank cross section, number and size of conduits, manholes, associated equipment, and cabling. CONSULTANT will utilize the design information provided by NVE to provide the horizontal and vertical design for the proposed duct bank and associated appurtenances.

GENERAL

Project includes an Alignment study for the Duct Bank routing, Plan and Profile Design for the two (2) chosen alignment routes from the two (2) NVE substations to Central Plant 1, and Construction Support for the two selected alignments.

1.0 PROJECT MANAGEMENT SERVICES

- 1.1 **Project Management:** Perform day-to-day work to administer interrelated activities of the Project; manage personnel and resources associated with the project; coordinate with Clark County Department of Aviation (DOA) Staff; and prepare monthly status reports and invoices. Consultant shall prepare a project schedule using Microsoft Project for the alignment study and design phases, and will update on a bi-weekly basis, as needed.
- 1.2 **Kick-Off Meeting/ Progress/Review Meetings:** Attend kickoff meeting with DOA staff at project initiation. Conduct kickoff meeting(s) with DOA staff for NVE, and other relevant agencies. Prepare draft agenda and meeting minutes for review by the DOA prior to issuing final versions for distribution. Attend up to twenty-four (24) progress meetings with the DOA, NVE, DOA's onsite power routing design consultant, relevant agencies and utility companies during the design phase. Preparing meeting minutes, progress reports, and exhibits as needed.
 - o *Deliverables: Meeting agenda, exhibits and minutes.*
- 1.3 **Agency Coordination:** Coordinate efforts as directed by DOA Project Manager with government agencies including, but not limited to: Clark County, Nevada Department of Transportation (NDOT), Regional Transportation Commission of Southern Nevada (RTC), Clark County Regional Flood Control District (CCRFCD), and other local, state, and federal agencies to gather information on the location and operation of their facilities, and facilitate the resolution of any design or operational issues.

2.0 ALIGNMENT STUDIES

CONSULTANT proposes to perform an alignment study for the two (2) alignments identified above, and an Alternate Alignment study for the two alignments. The purpose of the alignment studies are to optimize the routes and identify beneficial adjustments to avoid large utilities or additional pavement removal limits. CONSULTANT shall also examine the previously prepared Future Land Side Roadway network (Airport Project IH-17-026) to optimize the alignments and confirm they are not in conflict with future improvements. The alignment studies are described below:

- 2.1 **Alternate to Alignment 1 (Spencer) –** Alternate alignment from NVE Substation (Spencer). The proposed alternate to the route is:
 - o South from the existing substation at Flamingo Road/Spencer Street to Flamingo Road
 - o East on Flamingo Road to Spencer Street
 - o South on Spencer Street to Russell Road
 - o West on Russell Road to Paradise Road (Airport Property)

- Route through Harry Reid Airport Terminal 1 to Central Plant 1 (Airport Property)

2.2 Alternate to Alignment 2 (Russell) – Alternate alignment from NVE Substation (Russell). The proposed alternate to the route is:

- South on Annie Oakley to Oquendo Road
- West on Oquendo Road to South Pearl Street
- South on South Pearl Street to Patrick Lane
- West on Patrick Lane to Surrey Street (Airport Property)
- North on Surrey Street to Russell Road (Airport Property)
- Route through Terminal 3 Return/Exit to Paradise Road (Airport Property)
- Route through Harry Reid Airport Terminal 1 to Central Plant 1 (Airport Property)

2.3 Alignment Study Scope - The specific services we will provide for the Alignment Study and Alternate Alignment Study are as follows:

- 2.3.1 **Existing and Proposed Utilities:** Research and identify known existing wet and dry utilities as to size, location and provider along or crossing the two (2) alignments and two (2) alternate alignments. Also, identify any proposed wet or dry utilities based on meetings and/or correspondence with the utility providers.
- 2.3.2 **Existing Dedications:** Create a map to show all known rights-of-way and easements along the two (2) alignments and two (2) alternate alignments. Information will be created from GIS, record documents, and parcel maps. Field services are excluded.
- 2.3.3 **Existing and Proposed Improvements:** Identify existing improvements that present obstacles to the two (2) alignments and two (2) alternate alignments, and research possible proposed improvements that may be planned along the alignment(s) including roadway improvements, building and/or structural modifications, and “no-cut” areas..
- 2.3.4 **Preliminary Plans:** Prepare preliminary plans showing existing utilities, other possible conflicts, “no-cut” areas, property boundaries, easements and rights-of-way, and the proposed Duct Bank route for the two (2) alignments, and two (2) alternate alignments. These will not be construction drawings. Their purpose will be to assist DOA in selecting an alignment. The alternative alignment study will use GIS-aerial information for the base sheet, right-of-way information and centerline alignments. The study will evaluate impacts on existing utilities, pavement condition, right-of-way, constructability, maintenance of traffic, and costs to accommodate the proposed trench section. Plans will include horizontal alignments of duct banks, existing utilities, existing right-of-way and removal limits.
- 2.3.5 **Preliminary Cost Estimate:** Prepare preliminary construction cost estimates for the two (2) alignments and two (2) alternate alignments.
- 2.3.6 **Report:** Prepare a report of the findings of the research and alignment study that presents the proposed alignment and the alternate alignments, including the advantages, disadvantages, and cost estimates of each.

The report will discuss the right-of-way requirements related to each alignment, and the entities and property owners that will be affected summarized in a table format with affected APN's and Owner information as it relates to each alignment.

2.3.7 **Meetings:** CONSULTANT will attend up to twenty (20) meetings with DOA, the entities and property owners.

2.3.8 **Exclusions:**

- Preparation of construction drawings and specifications.
- Topographic and right-of-way surveys.
- Preparation of right-of-way documents and permit applications.
- Environmental investigations, reports, and application preparation.
- Geotechnical investigations.
- Structural calculations, design, or details.
- Acquisition of additional easements or rights-of-way including negotiations, meetings, preparation of legal descriptions or easement documents.
- Utility potholes

3.0 DESIGN PHASE

3.1 **Existing Airport Facilities:** Research and identify known existing airport underground facilities along or crossing the proposed alignment. CONSULTANT assumes accurate record drawings will be provided by DOA for this effort.

3.2 **Existing Dedications:** Create a "Land Lines, Right-of-Way and Easements" drawing to show all known encroachments in the vicinity of the Duct Banks for the proposed two (2) alignments. This work will be dependent upon a recent title report of the areas. DOA will provide the associated title reports.

3.3 **Utility Coordination and Potholing:** Coordinate with DOA and local utility companies including, but not limited to: Clark County Water Reclamation District (CCWRD), Las Vegas Valley Water District (LVVWD), Southern Nevada Water Authority (SNWA), NVE, Centurylink, Southwest Gas, and Cox Communications to gather information on the location of their facilities and any abandoned, planned, or proposed improvements that would affect the Project.

Consultant shall prepare a pothole plan showing potential conflicts of proposed improvements with existing utilities and submit to DOA for review. Up to one hundred twenty (120) potholes will be performed. Utility adjustments and minor relocations are included in this scope and will be shown on the plans. Major utility relocation design plans are not anticipated, and will be paid for separately under Additional Services upon separate authorization by DOA.

- *Deliverables: Pothole Plan for review, final pothole information, and coordination documentation as requested by DOA.*

3.4 **Encroachment Permits:** CONSULTANT will coordinate all efforts to secure required encroachment permits from Clark County, NDOT, or any other relevant utility entity should access be required into their rights-of-way or easements in order to pothole or otherwise locate existing surface or underground facilities in

support of this design phase. NDOT roadways include Flamingo Road, Tropicana Avenue, Sunset Road, and Eastern Avenue. Harry Reid International Airport will pay all fees associated with obtaining these encroachment permits.

3.5 Map Existing Utilities: Prepare preliminary drawings of all known existing utilities including precise pothole locations.

3.6 Aerial Topography and Design Survey: Aerial mapping and field design surveys will be provided and used to develop engineering base sheets and digital terrain models (DTM).

- All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale 1-foot contour interval aerial topography of the proposed two (2) alignments for the segments that are off Airport property, and alternate alignments on Airport property that are east of Spencer Street.
- DOA provided 2018 aerial topography for the IH-17-026 contract which will be utilized for Airport onsite segments west of Spencer Street of the proposed alignments and alternate alignments. CONSULTANT will supplement the IH-17-026 topography with spot survey to capture the new Russell Road median islands and intersection islands at Russell Road and Paradise.
- The aerial survey will be prepared on the NAVD 88 Version 2003 Datum as required by Clark County Public Works Department (CCPW) and NDOT. Equations will be provided to Harry Reid International Airport datum(s).
- The aerial topography limits will be 100 feet wide on both sides of the roadway centerline (200-foot total width), and 500 feet wide on both sides of the roadway centerline (1,000-foot total width) at the major intersections along the project limits.
- Field surveys will include setting aerial panels and locating existing features in the field to supplement aerial photography. Field survey will also include spot survey along the selected alignments as required to supplement the aerial topography, and dips for utility manhole invert grades at critical crossings.

3.7 Plan and Profile Existing/Proposed Utilities and Improvements: Prepare 1" = 20' scale plan and profile drawings for the Duct Banks showing all known existing and proposed utilities and/or construction interferences. Submittals to the DOA will be made at 30%, 60%, 90%, and Issue for Bid completion. These plans will show the limits of pavement demolition and restoration.

3.8 Phasing/Project Volumes: The two proposed alignments have different agency review and approval requirements, and are proposed to be prepared in separate volumes of improvements done under the same improvement package. The improvements are proposed to be done under three (3) separate volumes of improvements plans as described below:

- Volume 1 – Alignment 1 (Spencer). Improvements will run in NDOT right-of-way in Flamingo Road and cross NDOT right-of-way at Tropicana Avenue.

Proposed to end Volume 1 at Russell Road with the remainder of Alignment 1 (Spencer) on Airport Property proposed to be in Volume 3.

- Volume 2 – Alignment 2 (Russell). Improvements will run west in Russell Road. Proposed to end Volume 2 at Surrey Street with the remainder of Alignment 2 (Russell) located on Airport Property proposed to be in Volume 3.
- Volume 3 – Airport Property. Volume 3 will include the remainder of Alignment 1 (Spencer) and Alignment 2 (Russell) located on Airport Property over to Central Plant 1.

Depending on the alternate alignments chosen, there may be some overlap of the alignments in the separate Volumes.

One (1) set of Technical Specifications is proposed to be prepared for the project, and Volumes 1 and 2 are assumed to be bid and constructed as one package, with Volumes 3, 4 and 5 as an Additive Alternate Bid. The one (1) set of Technical Specifications will include NDOT specific sections required for permitting purposes.

3.9 Address Agency Comments: Prepare one (1) set of revisions to the plan and profile designs as requested by the above agencies.

3.10 Coordination with NVE: CONSULTANT will work with NVE in conjunction with DOA to coordinate NVE's schematic design with CONSULTANT's detailed plan and profile design. The coordination will focus on trench section designs, manhole or switch locations, allowable duct bank geometry and bend limitations and other constructability and/or maintenance issues. Our proposal is based on the assumption that the two Duct Banks are an "express system" delivering power from the substation directly to Terminal 1. Any additional coordination to provide planning or designs for power to serve other and/or future airport facilities or any adjacent properties will be performed under separate authorization. As part of the NVE coordination effort, CONSULTANT will review the original NVE Project Information Request, and the draft Design Initiation Agreements (DIA), and CONSULTANT will monitor NVE's design efforts for these Duct Banks.

3.11 Geotechnical Report: By subcontractor or otherwise, perform geotechnical evaluations for up to twenty-five (25) exploratory test borings to a depth of up to 15 feet at a spacing of approximately 1/4 mile, with up to four (4) of the borings to a depth of up to 20 feet; perform in-place moisture content and density, gradation, Atterberg limits, R-value, solubility, and chemical (salt and corrosivity) tests and other appropriate tests to prepare geotechnical recommendations for the project; and analyze and prepare a report of soil conditions applicable to the Project.

Project elements to be evaluated in the geotechnical report include earthwork and compaction requirements, trench subgrade preparation, excavated slope stability, utility trench requirements, and suitability of the excavated trench for backfill material. Recommendations regarding foundations, retaining wall design, lateral earth pressures, flexible pavement section design, excavatability of the subsurface materials, temporary construction slopes, backfills, concrete corrosion, and other aspects of earthwork will be included in the report.

- *Deliverables: Two (2) copies of the Draft and Final Geotechnical Report including one (1) electronic copy in Adobe Acrobat (PDF) format.*

3.12 Landscaping Plans: Prepare landscaping plans for the restoration of areas disturbed by the Duct Bank construction. Landscape plans will be for areas within the limits of Harry Reid International Airport.

3.13 Exclusions:

- Alignment Studies
- Construction Stakeout
- Environmental Investigations, reports and application preparation
- Design of improvements within County/NDOT right-of-way other than those described above.
- Traffic control plans are assumed to be provided by the Contractor and have been excluded.

4.0 BIDDING SUPPORT AND ISSUED FOR BID/CONSTRUCTION DOCUMENTS

CONSULTANT shall present a summary of the technical documents to potential bidders at the Pre-Bid meeting between DOA and Contractors. Answer DOA's written questions as may be generated by bidders. Prepare technical parts of addenda as directed by DOA to clarify or modify the Contract Documents. Prepare one (1) final set of Issued for Bid/Construction documents, including drawings and technical specifications, incorporating all addenda and other changes generated during bidding period.

5.0 RIGHT OF WAY SUPPORT

CONSULTANT shall provide right-of-way engineering services to aid with easement acquisitions from private property owners as well as dedication of easements from the DOA to NV Energy as may be required for this Project. Legal descriptions for easements will be prepared in draft format for DOA review. One (1) round of comments will be addressed by the CONSULTANT before finalizing the legal descriptions. This service will not be executed nor paid out unless DOA provides written authorization to the CONSULTANT to perform this task. The written authorization will specify the number of legal descriptions that CONSULTANT is authorized to prepare.

5.1 Legal Descriptions: It is assumed that up to twenty (20) legal descriptions and associated exhibits will be prepared and signed/sealed by a registered Nevada Professional Land Surveyor.

6.0 CONSTRUCTION PHASE SERVICES

CONSULTANT shall provide Construction Phase Services as described below:

6.1 Construction Support: Attend the Pre-Construction Meeting, as required, between DOA and the Contractor. Attend site meetings as requested by DOA. The CONSULTANT representative shall answer design questions and respond to contractor requests for information throughout the preconstruction period, as and to the extent authorized by the DOA's representative.

6.2 Review and respond to documents when required by DOA, 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.

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

7.0 RECORD DOCUMENTS

The CONSULTANT shall prepare Record Documents for the DOA'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 DOA.

8.0 DESIGN DOCUMENT SUBMITTALS

- 8.1 **30% Design Submittal:** This submittal will consist of roll plots at 1"=40' scale, outline specifications, and order-of-magnitude construction cost estimates of the proposed improvements. The roll plots will include survey/topography, horizontal control centerline, existing right-of-way, existing utilities and proposed improvements.

Deliverables:

- *Two (2) sets of the roll plots, and one (1) electronic copy in Adobe Acrobat (PDF) format*
- *One (1) copy of construction cost estimate in PDF format.*
- *One (1) copy of Outline Specifications in PDF and Microsoft Word format.*

- 8.2 **60% Design Submittal:** This submittal will include further refinements to the 30% design, and cost estimate to reflect the 60% level of completion. This submittal will include responses to comments on the 30% design. This submittal will include plans, technical specifications, and cost estimates for all design elements included in the scope of the project.

Deliverables:

- *Electronic copies of drawings in both CAD (DWG) and PDF format.*
- *Electronic copies of the technical specifications in both PDF and Microsoft Word format.*
- *Electronic copies of the cost estimate in PDF and Excel format.*
- *Electronic copies of the civil/structural calculations (if applicable) in PDF, Microsoft Word, or Excel format as appropriate.*

- 8.3 **90% Design Submittal:** This submittal will include further refinements to the 60% design, and cost estimate to reflect the 90% level of completion. In addition to the items contained in the 60% submittal, this submittal will include responses to comments on the 60% design. This submittal will include plans, technical specifications, and cost estimates for all design elements included in the scope of the project.

Deliverables:

- *Electronic copies of drawings in both CAD (DWG) and PDF format.*
- *Electronic copies of the technical specifications in both PDF and Microsoft Word format.*
- *Electronic copies of the cost estimate in PDF and Excel format.*

- *Electronic copies of the civil/structural calculations (if applicable) in PDF, Microsoft Word, or Excel format as appropriate.*

8.4 Clark County Off-Site Permit and Utility Agency Submittals: This submittal shall incorporate comments from the 90% submittal and consist of plan submittal form, plans and other documents required for submittal to Clark County, LVVWD, CCWRD, and other agencies as required. Apply for and obtain, on behalf of DOA, a Clark County Off-Site Permit for each segment within the Clark County jurisdiction; prepare and submit to Clark County the Offsites Bond Estimate; submit and obtain approval for all required permit attachments, meet with Clark County staff to obtain copies of existing plans, submit applications, or discuss permit comments; and ensure that the bid documents are compatible with all permit conditions of approval.

Deliverables:

- *Two (2) Hard copies of full-size (24"X36") plans for submittal to CCPW*
- *Electronic copies of drawings in both CAD (DWG) and PDF format for DOA files.*
- *Electronic copies of the cost estimate in pdf and Excel format for DOA files.*
- *Electronic copies of the civil/structural calculations (if applicable) in PDF, Microsoft Word, or Excel format as appropriate.*

8.5 Issued for Bid Submittal: The plans, technical specifications, bid schedule and cost estimate will incorporate comments from 90% and Clark County Off-Site Permit submittals. This submittal shall consist of a complete package for competitive bidding of the Project.

Deliverables:

- *One (1) full size set (24"X36") of hard copy drawings with the date, the original or electronic seal, and signed by a Nevada P.E., including the cover sheet containing all required approval signatures.*
- *One (1) set of hard copy specifications, and reports with Seals Page/ cover page containing the date, and the original or electronic seal and signature of the Nevada P.E. who provided the responsible control of the work on the Section/document.*
- *Electronic copies of drawings in both CAD (DWG) and PDF format.*
- *Electronic copies of the technical specifications, and reports in both PDF and Microsoft Word format.*
- *One (1) copy of the final cost estimate in the DOA's bid schedule format in both PDF and Microsoft Word format.*

ADDITIONAL SERVICES

Upon Written Authorization from the DOA, the CONSULTANT shall perform additional engineering services. Additional services may include, but are not limited to:

- **Additional Design Services:** Provide additional design and related services in the event the DOA finds it necessary to perform work not specified in Tasks above, but required for and related to the Project.
- **Additional Survey Services:** Provide additional design survey related services in the event that additional survey is needed.

- **Utility Relocations:** Prepare the design of utility relocations required to construct the proposed improvements.
- **Title Reports:** Obtain title reports, if acquisition is required.
- **Traffic Control and Additional Phasing Plans**
- **Environmental Analyses:** Phase 1 ESA - Hazardous Materials Analysis, United States Army Corps of Engineers (USACE) Section 404 and RFCD Supplemental Final Environmental Impact Statement (SEIS) Section 8 screening.
- **Construction Survey Staking:** Perform survey staking for construction of the proposed improvements by the Contractor.
- **Construction Management/Administration**

Exclusions:

1. Preparing of plans for utility relocations
2. Obtaining title reports
3. Preparing of environmental investigations, reports, and application preparation
4. Preparing structural calculations, drawings and details
5. Performing construction staking
6. Performing Construction Management/Administration

Cordially,

GCW, INC.



Vicki Marjerrison, P.E.
Executive Vice President

c: Tim McCoy, GCW
Business Office, GCW

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

**ATTACHMENT A
SCHEDULE OF COMPENSATION**

SCHEDULE OF COMPENSATION – POWER IMPROVEMENTS

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	Alignment Study	LS	\$ 307,250.00
2	Submittal of 30% Design Package	LS	\$ 871,662.00
3	Submittal of 60% Design Package	LS	\$ 682,126.00
4	Submittal of 90% Design Package	LS	\$ 619,287.00
5	Permit and Issued for Bid / Construction Sets	LS	\$ 270,995.00
Total for Design and Bidding Phase Services			<u>\$ 2,751,320.00</u>
6	Construction Phase Support Services	Hourly	\$ 289,450.00
7	Record Documents	Hourly	\$ 49,260.00
Total for Construction and Record Document Phase Services			<u>\$ 338,710.00</u>
8	Direct Expense		\$ 9,970.00
9	Owner's Special Allowance		\$ 000.00
<u>ESTIMATED TOTAL FOR ALL PAY ITEMS</u>			<u>\$ 3,100,000.00</u>

**ATTACHMENT B
SCHEDULE OF COMPENSATION – DETAILED**

SEE ATTACHED EXCEL FILE

EXHIBIT "B"
MCCARRAN INTERNATIONAL AIRPORT, LAS VEGAS, NV
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TASK 1.0: PROJECT MANAGEMENT SERVICES											
Task No.	Task Item/Drawing Title	Manhours by Category							Total Hours	Total Fee per Task	Total Fee per Sheet
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgn/Engr.	Designer/ EI	Tech/Cadd	Survey Crew			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
1.1	Project Management/Administration	180	180		80				440	\$96,400	
1.2	Kick-off & Progress Meetings (24)	75	50		80	50			255	\$49,850	
									SUBTOTAL:	695	\$146,250
	Total Hours	255	230	0	160	50	0	0			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
	Total Labor Costs	\$61,200	\$50,600	\$0	\$27,200	\$7,250	\$0	\$0			
SUBTOTAL MANHOURLY FEES (PROJECT MANAGEMENT SERVICES):										\$146,250	
TASK 2.0: ALIGNMENT STUDIES											
Task No.	Task Item/Drawing Title	Manhours by Category							Total Hours	Total Fee per Task	Total Fee per Sheet
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgn/Engr.	Designer/ EI	Tech/Cadd	Survey Crew			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
Spencer w/ Alternate											
2.3.1	Existing and Proposed Utilities	0	24		40		50		114	\$17,830	
2.3.2	Existing Dedications	2		6	40	50	50		148	\$21,480	
2.3.3	Existing and Proposed Improvements	2	4		16	24	40		86	\$12,160	
2.3.4	Preliminary Plans	4	20		40	80	100		244	\$35,260	
2.3.5	Preliminary Cost Estimate	0	4		8	16	16		44	\$6,400	
2.3.6	Report	2	16		16	24			58	\$10,200	
2.3.7	Meetings										
									SEE TASK 1.2		
									Subtotal Manhour Fees (Spencer)	694	\$103,330
Russell w/ Alternate											
2.3.1	Existing and Proposed Utilities	0	40		45		50		135	\$22,200	
2.3.2	Existing Dedications	2		6	38	50	50		146	\$21,140	
2.3.3	Existing and Proposed Improvements	2	8		16	24	50		100	\$14,190	
2.3.4	Preliminary Plans	4	40		50	80	120		294	\$43,660	
2.3.5	Preliminary Cost Estimate	0	8		8	16	16		48	\$7,280	
2.3.6	Report	2	16		16	24			58	\$10,200	
2.3.7	Meetings										
									SEE TASK 1.2		
									Subtotal Manhour Fees (Russell)	781	\$118,670
	Total Hours	20	180	12	333	388	542	0			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
	Total Labor Costs	\$4,800	\$39,600	\$2,400	\$56,610	\$56,260	\$62,330	\$0			
SUBTOTAL MANHOURLY FEES (ALIGNMENT STUDIES):										\$222,000	

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TASK 3.0: DESIGN PHASE											
Task No.	Task Item/Drawing Title	Manhours by Category							Total Hours	Total Fee per Task	Total Fee per Sheet
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgr/Engr.	Designer/ EI	Tech/Cadd	Survey Crew			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
3.1	Existing Airport Facilities	2	4		14	40	24		84	\$12,300	
3.2	Existing Dedications	8	24	50	80	180	140		482	\$73,000	
3.3	Utility Coordination and Potholing	2	24		32	40	40	80	218	\$38,000	
3.4	Encroachment Permits	2	24		32	100	60		218	\$32,600	
3.5	Map Existing Utilities	4	8		70	175	168		425	\$59,315	
3.6	Aerial Topography and Design Survey	0	8	24	32	40	32	200	336	\$62,480	
3.7	Plan and Profile Existing/Proposed Utilities and Improvements	20	537	90	1,513	2,428	3,683	0	8,271	\$1,173,755	
3.8	Phasing/Project Packages										
3.9	Address Agency Comments	20	40		160	160	220		600	\$89,300	
3.10	Coordination with NVE	40	80	100	80	120			420	\$78,200	
3.11	Geotechnical Report	4		8	8	16		60	96	\$18,540	
3.12	Landscaping Plans	0	8		24	40			72	\$11,640	
									SUBTOTAL:	11,222	\$1,649,130
	Total Hours	102	757	272	2045	3339	4367	340			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
	Total Labor Costs	\$24,480	\$166,540	\$54,400	\$347,650	\$484,155	\$502,205	\$69,700			
SUBTOTAL MANHOURLY FEES (DESIGN PHASE):										\$1,649,130	
TASK 4.0: BIDDING AND ISSUED FOR BID/CONSTRUCTION DOCUMENTS											
Task No.	Task Item/Drawing Title	Manhours by Category							Total Hours	Total Fee per Task	Total Fee per Sheet
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgr/Engr.	Designer/ EI	Tech/Cadd	Survey Crew			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
4.1	Bidding and Issued for Bid/Construction Documents	20	80		80	100	160		440	\$68,900	
									SUBTOTAL:	440	\$68,900
	Total Hours	20	80	0	80	100	160	0			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
	Total Labor Costs	\$4,800	\$17,600	\$0	\$13,600	\$14,500	\$18,400	\$0			
SUBTOTAL MANHOURLY FEES (BIDDING AND ISSUED FOR BID/CONSTRUCTION DOCUMENTS):										\$68,900	

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TASK 5.0: CONSTRUCTION PHASE SERVICES											
Task No.	Task Item/Drawing Title	Manhours by Category							Total Hours	Total Fee per Task	Total Fee per Sheet
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgr/Engr.	Designer/ EI	Tech/Cadd	Survey Crew			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
5.1	Construction Support	40	100		100	200			440	\$77,600	
5.2	Submittal Review	20	120		200	250			590	\$101,450	
5.3	Design Changes	40	80		100	200	280		700	\$105,400	
									SUBTOTAL:	1,730	\$284,450
	Total Hours	100	300	0	400	650	280	0			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
	Total Labor Costs	\$24,000	\$66,000	\$0	\$68,000	\$94,250	\$32,200	\$0			
SUBTOTAL MANHOURLY FEES (CONSTRUCTION PHASE SERVICES):										\$284,450	
TASK 6.0: RIGHT OF WAY SUPPORT											
Task No.	Task Item/Drawing Title	Manhours by Category							Total Hours	Total Fee per Task	Total Fee per Sheet
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgr/Engr.	Designer/ EI	Tech/Cadd	Survey Crew			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
6.1	Assistance for easement acquisitions and dedications	5	50		50	40			145	\$26,500	
6.2	Legal Descriptions/Exhibits (20)	10	20		120				150	\$27,200	
									SUBTOTAL:	295	\$53,700
	Total Hours	15	70	0	170	40	0	0			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
	Total Labor Costs	\$3,600	\$15,400	\$0	\$28,900	\$5,800	\$0	\$0			
SUBTOTAL MANHOURLY FEES (RIGHT OF WAY SUPPORT):										\$53,700	
TASK 7.0: RECORD DOCUMENTS											
Task No.	Task Item/Drawing Title	Manhours by Category							Total Hours	Total Fee per Task	Total Fee per Sheet
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgr/Engr.	Designer/ EI	Tech/Cadd	Survey Crew			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
7.1	Record Documents	8	32		40	120	140		340	\$49,260	
									SUBTOTAL:	340	\$49,260
	Total Hours	8	32	0	40	120	140	0			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
	Total Labor Costs	\$1,920	\$7,040	\$0	\$6,800	\$17,400	\$16,100	\$0			
SUBTOTAL MANHOURLY FEES (RECORD DRAWINGS):										\$49,260	

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TASK 8.0: DESIGN DOCUMENT SUBMITTALS											
Task No.	Task Item/Drawing Title	Manhours by Category							Total Hours	Total Fee per Task	Total Fee per Sheet
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgn/Engr.	Designer/EI	Tech/Cadd	Survey Crew			
	Billable Rates	\$240	\$220	\$200	\$170	\$145	\$115	\$205			
8.1	30% Design Submittal	2	4		8	16	20		50	\$7,340	
8.2	60% Design Submittal	2	8		16	16	32		74	\$10,960	
8.3	90% Design Submittal	2	8		16	16	32		74	\$10,960	
8.4	Clark County Off-Site Permit and Utility Agency Submittals	2	8		16	24	32		82	\$12,120	
8.5	Issued for Bid Submittal	2	8		16	16	32		74	\$10,960	
SUBTOTAL:									354	\$52,340	
Total Hours		10	36	0	72	88	148	0			
Billable Rates		\$240	\$220	\$200	\$170	\$145	\$115	\$205			
Total Labor Costs		\$2,400	\$7,920	\$0	\$12,240	\$12,760	\$17,020	\$0			
SUBTOTAL MANHOUR FEES (DESIGN DOCUMENT SUBMITTALS):										\$52,340	
SUBTOTAL MANHOUR FEES:										\$2,526,030	
DIRECT COSTS:											
SUBCONSULTANTS:											
Subsurface Utility Investigations (200 potholes)		\$180,000									
Geotechnical Investigation		\$124,000									
Aerial Topography		\$120,000									
Landscape Architect		\$140,000									
Total Subconsultant costs:		\$564,000									
PRINTING/REPRODUCTION											
		\$9,970									
Total Reproduction Costs		\$9,970									
SUBTOTAL DIRECT COSTS:										\$573,970	
TOTAL PROJECT COSTS:										\$3,100,000	

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CONTRACT DOCUMENTS HOURLY BREAKDOWN											
No. of Sheets	Sheet Description	Manhours by Category						Total Hours	Total Fee per Task	Total Fee per Sheet	
		Princ./Assoc.	Supr. Eng.	Sr. Eng.	Supr. Dsgnr/Engr.	Designer/El	Tech/Cadd				Survey Crew
3	Cover Sheet		3		6		6	15	\$2,370	\$790	
3	Location Map/Vicinity Map and Sheet Index		3		3	24	12	42	\$6,030	\$2,010	
3	General Notes		3		3		20	26	\$3,470	\$1,157	
3	Legends and Abbreviations		3		3		20	26	\$3,470	\$1,157	
10	Horizontal Control Plans		28	40	60	40	80	248	\$39,360	\$3,936	
105	Demolition Plans, Notes and Details		80		470	670	940	2,160	\$302,750	\$2,883	
105	Construction plans and profiles		243		670	1,340	2,000	4,253	\$591,660	\$5,635	
26	Details		35	50	100	190	270	645	\$93,300	\$3,588	
26	Striping and signing plans		35		50	94	190	369	\$51,680	\$1,988	
12	Traffic signal detector loop replacement plans		24		48	70	95	237	\$34,515	\$2,876	
296	TOTAL SHEETS							Subtotal:	8,006	\$1,128,605	\$3,812.85
	Specifications	20	80		100		50		250	\$45,150	
	Total Hours	20	537	90	1,513	2,428	3,683	0	8,271	\$1,173,755	

**ATTACHMENT C
CONSULTANT AND SUBCONSULTANTS CONTACT LIST**

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

CONSULTANT

GCW, Inc.
1555 South Rainbow Blvd.
Las Vegas, Nevada 89146
702.804.2000

Vicki Marjerrison
vmarjerrison@gcwengineering.com
702.804.2238

AERIAL TOPOGRAPHY

Aerotech Mapping, Inc.
3285 N. Fort Apache Road
Las Vegas, Nevada 89129

Leo Torres
leotorres@atmlv.com
702.228.6277

GEOTECHNICAL

Ninyo & Moore
6700 Paradise Road, Suite E
Las Vegas, Nevada 89119

Naik Banavathu
nbanavathu@ninyoandmoore.com
702.433.0330

SUBSURFACE UTILITY LOCATING

KCI Technologies Inc.
6280 S. Valley View Boulevard
Las Vegas, Nevada 89118
702.832.0728

Rick Torrens
Richard.torrens@kci.com
702.832.0729

LANDSCAPE ARCHITECT

Lage Design, Inc.
314 S. Water St., Suite 120
Henderson, Nevada 89015

Geoffrey Schafler
gschafler@lagedesigninc.com
702.297.6184

**ATTACHMENT D
FULLY BURDENED HOURLY RATES**

GCW INC.

<u>Classification</u>	<u>Wage Rate/Hour (Max)</u>
Principal	\$240.00
Associate	\$230.00
Supervising Engineer / Land Surveyor	\$220.00
Senior Project Manager	\$200.00
Project Manager	\$190.00
Project Engineer / Land Surveyor / Specification Manager	\$180.00
Senior Designer	\$160.00
Designer / Engineering Intern 2	\$145.00
Engineering Intern 1	\$135.00
Project Coordinator / Senior CAD Technician	\$125.00
CAD Technician	\$115.00
Project Assistant 2 / Processor	\$100.00
Project Assistant 1	\$ 80.00

AEROTECH MAPPING, INC.

<u>Classification</u>	<u>Wage Rate/Hour (Max)</u>
Principal Project Manager	\$164.20
Senior Project Manager	\$144.80
Professional Land Surveyor	\$117.25
Project Manager Surveyor	\$122.50
Certified Photogrammetrist	\$136.80
Aerotriangulation Technician	\$ 89.20
Stereo Compiler Technician	\$ 87.40
Cartographic Technician / Lidar Technician	\$ 86.70
CADD Technician / GIS Technician	\$ 86.70
Orthophoto Technician	\$ 81.60
Survey Technician	\$ 72.40
1 Man Survey Crew	\$ 95.30
2 Man Survey Crew	\$185.70
Aerial Survey Pilot	\$122.50
Aerial Sensor Operator	\$ 84.30
Flight Crew-Manager-Pilot	\$125.00
Office Business Manager	\$112.50
Secretary/Clerical	\$ 55.00
Aircraft Mobilization (Imagery)	\$1,820.00 (per project)
Aircraft Mobilization (LIDAR)	\$2,460.00 (per project)
Aircraft On-Line (Imagery)	\$2,800.50 (per project)
Aircraft On-Line (LIDAR)	\$5,200.70 (per project)

NINYO & MOORE

Classification

Wage Rate/Hour (Max)

Principal	\$200.00
Senior Engineer	\$170.00
Project Engineer	\$160.00
Senior Staff Engineer	\$145.00
Staff Engineer	\$130.00
Drafter / CAD Operator	\$ 80.00
Word Processor / Clerical	\$ 70.00

KCI TECHNOLOGIES, INC.

Classification

Wage Rate/Hour (Max)

Project Manager	\$196.00
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LAGE DESIGN, INC.

Classification

Wage Rate/Hour (Max)

Principal	\$210.00
Senior Landscape Architect / Project Manager	\$175.00
Landscape Architect	\$150.00
Senior Designer	\$150.00
3D Modeling / Visualization	\$150.00
CADD / Graphic Design	\$100.00
Administrative Support	\$ 70.00

**ATTACHMENT E
SCHEDULE OF DELIVERABLES**

POWER IMPROVEMENTS

<u>CONTRACT DELIVERABLE</u>	<u>DUE DATE</u>
Alignment Study	NTP plus 90 days
Submittal of 30% Design Package	NTP plus 150 days
Submittal of 60% Design Package	NTP plus 240 days
Submittal of 95% Design Package	NTP plus 320 days
Submittal of Permit Documents <i>(Submittal of 100% Design Package plus 30 days)</i>	NTP plus 350 days
Permit Approval <i>(Submittal of Permit Documents plus 21 days)</i>	NTP plus 371 estimated days
Issued for Bid / Construction Set to Owner <i>(Permit Approval plus 14 days)</i>	NTP plus 385 estimated days
Submittal of Final Issued for Bid / Construction <i>(Issued for Bid/Construction plus 49 days)</i>	NTP plus 434 estimated days
Proposed Construction Duration	210 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)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 137						
Corporate/Business Entity Name: GCW, Inc.						
(Include d.b.a., if applicable)						
Street Address:		1555 South Rainbow Boulevard		Website: www.gcwengineering.com		
City, State and Zip Code:		Las Vegas, NV 89146		POC Name: Vicki Marjerrison		
				Email: VMarjerrison@gcwengineering.com		
Telephone No:		702.804.2000		Fax No: 702.804.2299		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
GCW Holdings, Inc.	N/A	100%
Employee Stock Ownership Plan	(Not one employee owns 5% or more)	

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

Tim McCoy

 Print Name

President

 Title

May 11, 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
Joe Yatson	Margarita Yatson/Mngmt Analyst	Spouse	Clark County
Joe Cetrulo	Alicia Cetrulo/Sr Recordation Tech	Spouse	Clark County
Jeanette Rios	Martha Rios/Associate Engineer	Sister	Clark County
Erik Denman	Derek Denman/Survey Tech II	Son	CCPW/Survey
Erik Denman	Cristofer Denman/Hvy Equip Op	Brother	CCPW Road Maintenance

* 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
LAYNE WEIGHT
Authorized Department Representative