

**PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
EMERGENCY ACTION PLANS**

THIS Contract, made and entered into this 3rd day of May, 2022, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and HORROCKS ENGINEERS, INC., a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as "ENGINEER".

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

COUNTY	ENGINEER
Denis Cederburg, Director Clark County Department of Public Works 500 South Grand Central Parkway, Suite 2066 Las Vegas, Nevada 89106 (702) 455-6020	Wayne Horlacher, Sr. Vice President Horrocks Engineers, Inc 1401 N. Green Valley Parkway, Suite 160 Henderson, Nevada 89074 (702) 966-4063

W I T N E S S E T H

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

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

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

ARTICLE I: DEFINITIONS

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

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

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

“Direct Salary” is defined as the actual base rate of pay on an hourly basis of the ENGINEER’s employees whose time will be directly chargeable to this Contract. The ranges of base rate of pay to be used by the ENGINEER under this Contract are those specified in Exhibit “A” attached hereto and made a part hereof by this reference.

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

“Project” means updating the Emergency Action Plans (EAP) for twenty-one (21) Clark County maintained detention basins by updating the contact information; assessing existing data; conducting field investigations; reviewing and updating protocols; reviewing emergency event detection, evaluation and classification; updating agency responsibilities; reviewing and creating updated inundation maps; and updating graphs, figures and various maps. Detention basin EAPs to be updated are listed in Exhibit B.

ARTICLE II: SCOPE OF SERVICES

2.01 In General

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

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

2.01.1 Engineer Assignment

The ENGINEER shall assign Wayne Horlacher, PE, as the Project Manager, who shall be responsible for all services to be performed under this Contract. No work may commence until ENGINEER has received a separate Notice to Proceed to commence work under the contract. All of the services specified by this Contract shall be performed by the Project Manager, or by the ENGINEER’s associates, employees and subconsultants under the personal supervision of the Project Manager. Should the Project Manager be unable to complete his or her responsibility for any reason, the ENGINEER shall notify the Director in writing, and within four (4) calendar days thereafter, nominate a replacement for the Director approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within ten (10) calendar days. If the Director is not satisfied with the replacement, then the Director may terminate the Contract by giving five (5) days’ written notice to the ENGINEER.

2.01.2 Subconsultant Services

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

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

2.02 Basic Engineering Services

Beginning on the date the Director notifies the ENGINEER to begin performance pursuant to a written Notice to Proceed; the ENGINEER shall proceed with updating the Emergency Action Plans (EAPs) within this Project. Without limiting the generality of the following, the Basic Services shall include the following specific tasks:

- A. Project Management:** The ENGINEER will perform day-to-day work to administer interrelated activities of the Project; manage personnel and resources; coordinate project-related activities involving COUNTY, Nevada Division of Water Resources-, Dam Safety (STATE), Clark County Regional Flood Control District (CCRFC), Clark County Department of Emergency Management (CCDEM), Bureau of Land Management (BLM), and/or U.S. Bureau of Reclamation (BOR); prepare and monitor schedules and budgets; prepare and submit monthly invoices; and prepare and distribute monthly schedule updates.

- B. Kickoff Meeting:** The ENGINEER will hold a Project kick-off meeting within the timeframe provided in Section 4.01, prepare an agenda for the meeting, and provide a Project schedule that includes all elements identified in Section 4.01 herein. The kick-off meeting will include the COUNTY and local coordinating agencies. The kick-off meeting is intended to introduce key Project personnel, define areas of responsibility and communication protocols, review scope of work and schedule for the Project, review timing and intent of Project deliverables, clarify deliverables, review procedures and schedules, establish procedures for communicating potential changes in the work schedule, request and obtain essential Project data from the COUNTY and other parties, and develop a common understanding of key Project issues. The ENGINEER will prepare draft meeting minutes to be distributed to all attendees within two (2) business days following the meeting. Final meeting minutes shall be distributed to all attendees within five (5) business days following the meeting.

Deliverable: Agenda, meeting minutes, one (1) hard-copy design schedule, and an electronic design schedule.

- C. Progress Meetings:** The ENGINEER will conduct up to ten (10) progress meetings between key personnel and the COUNTY on a monthly basis, or other time interval as needed, through the end of the project. This task includes preparing and delivering progress meeting notices, meeting minutes, agendas, schedules, and appropriate correspondence in draft form for review by the COUNTY prior to issuing final versions for distribution. The meeting minutes will summarize the discussion issues, decisions, action items, and status of the Project schedule. The ENGINEER will prepare draft meeting minutes to be distributed to all attendees within two (2) business days following the meeting. Final meeting minutes shall be distributed to all attendees within five (5) business days following any comments on the draft.

Deliverable: Project progress/review meetings, meeting minutes.

Deliverable: Progressively updated Project schedules.

- D. Data Collection and Review:** The COUNTY shall provide electronic copies and available computer model files of the existing emergency action plans for each detention basin and the COUNTY Emergency Operation Plan, improvement plans for each detention basin, available GIS information for the detention basin and downstream areas, Standard Operating Procedures (SOP) for the impacted COUNTY departments, updated COUNTY contact information, business license information for critical facilities, and topographic information for the study areas. The ENGINEER will assess the information provided by the COUNTY and present recommendations on its usefulness for completing the requested consulting services. The ENGINEER shall be responsible for obtaining information to update the critical facilities list for each detention basin using information provided by the COUNTY, contact information for all of the critical facilities identified, and contact information for

outside agencies that may coordinate emergency response and recovery operations with the COUNTY; verify and update the COUNTY contact list, and review and update the distribution list.

E. Field Investigation: The ENGINEER shall conduct field investigations for each detention basin and critical downstream locations and assess the accuracy of the information provided by the COUNTY, identify critical facilities, and identify unique features that may affect the nature of the inundation analysis or the response and recovery efforts of the COUNTY. The ENGINEER will coordinate with the COUNTY to include Support Services staff in the field investigations of the detention basins. The ENGINEER will notify the COUNTY if issues identified in the field investigation could pose emergency action problems.

F. EAP Documents: A total of five (5) EAP documents will be prepared, per the list of detention basins on Exhibit B, as follows:

- 1) Phase 1 combined detention basins located in the Las Vegas Valley;
- 2) Hiko Springs Detention Basin in Laughlin (Phase 1);
- 3) Windmill Wash Detention Basin in Bunkerville (Phase 1);
- 4) Indian Springs Detention Basin in Indian Springs (Phase 1); and
- 5) Phase 2 Combined Detention Basins.

The overall format of the current EAP documents will not be modified. The final documents will consist of sections containing the general information and activities similar for all of the detention basins in a combined package, separate sections containing the information and activities specific for each detention basin, and a technical appendix section. The ENGINEER will submit an electronic draft of the EAP document for review by the COUNTY and coordinating agencies and finalize the document by addressing comments and proposed revisions. This task will include addressing review comments from the Division of Water Resources on the current EAP document.

G. Review Definitions and Acronyms: The ENGINEER will review the definitions and acronyms in the current EAP documents and, if necessary, revise them so that the updated documents contain a complete list of the appropriate items.

H. Notification and Response Protocols: The ENGINEER will review and, if necessary, update the notification and response protocols to be based upon the National Incident Management System (NIMS) framework and input from the COUNTY. This task will also include updating the contact personnel names and phone numbers two times, once at the beginning of the project and again just before the Final document submittal.

- I. Emergency Detection, Evaluation, and Classification:** The ENGINEER will review the triggering events or conditions that would lead facility operators to operate the EAP or initiate an emergency response action, and discuss with the COUNTY any potential revisions or updates to the triggering events for input and concurrence. The ENGINEER will update the procedures for reliable and timely classification of an emergency situation based on COUNTY direction to include a color Emergency Level Determination chart. The ENGINEER will update the emergency mitigation and control actions to be taken by responsible agencies. This section should include decision making and notification flow charts for field personnel involved with detention basin inspection during a flood event.
- J. EAP Responsibilities:** The ENGINEER will review and update the responsibilities of the different local, regional, and state agencies for EAP tasks and actions. This will include coordination with other entities, evacuation procedures, the COUNTY emergency responsibilities and actions, and EAP Maintenance.
- K. Preparedness:** The ENGINEER will review and update the preparedness actions to be taken by the COUNTY to be prepared for an emergency so the COUNTY may mitigate or alleviate the effects of a dam failure or emergency operational spillway release.
- L. Inundation Maps:** The ENGINEER shall review the available reports and models provided by the COUNTY to create updated maps of the inundation boundaries for the two emergency scenarios for each detention basin to include: distance of cross section downstream of the detention basin, peak discharge, travel time (in hours) to the leading edge and peak of the flood wave, expected peak water surface elevations, incremental rise in water levels, and estimated duration of inundation, in order to meet the current FEMA guidelines. All data must be available and derived from the existing models; neither the existing models nor the inundation boundaries provided on the previous EAP document inundation maps will be modified as a part of this task. Updated inundation maps shall be developed at a scale sufficient to be used for identifying downstream areas subject to possible danger and shall, when practical, depict major streets, railroads, and other well-known features. The maps shall show the inundation area, key locations or cross-sections and flood-wave hydraulic results, scale of the map, north arrow, and legend.
- M. Graphs, Figures, and Maps:** The ENGINEER will include the drainage basin maps, improvement plans, stage-discharge curves, stage-surface area curves, stage-storage volume curves, inflow-outflow hydrographs, and storage-time curves for each detention basin. The curves and hydrographs shall be recreated from the improvement plans or design reports provided by the COUNTY. The following figures shall be provided for each detention basin: location map, the priority of response in the inundation areas, potential evacuation routes, and the locations of the critical and public facilities. The ENGINEER will create a separate exhibit that combines the

location map, photo references, and basin plan view onto one reference exhibit. This will be performed for all 21 detention basins.

- N. Review Existing Hydrologic Modeling:** The ENGINEER will review the hydrologic calculations used to determine the area of inundation used in the existing EAPs. The COUNTY will provide all available documentation and hydrologic models to perform the review. Information to be provided include printed copies of the modeling input and output and electronic copies, if available. The review will include verifying the land use upstream of the detention basin and comparing the current development and land use versus the level of development used in the hydrologic modeling. This will include reviewing the soils, land use, curve numbers, drainage patterns, regional facilities, routing, the ultimate development boundary and the impact on the existing hydrologic calculations. The ENGINEER will document their findings and report any significant changes to COUNTY. Based on this information, COUNTY, CCRFCD and ENGINEER will determine which detention basins, if any, need to be reanalyzed with updated hydrologic calculations and hydraulic modeling to meet the requirements of FEMA 64.
- O. Draft EAP Review Workshops:** The ENGINEER shall set up and attend an EAP Workshop with the COUNTY and the EAP Stakeholders to review the Draft EAP. The ENGINEER shall prepare the meeting outline and exhibits for the Workshop. Comments received from the EAP Stakeholders during the workshop will be reviewed with the COUNTY and incorporated into the Final EAP as appropriate. Separate workshops will be held for Phase 1 and Phase 2.
- P. Deliverables:** The ENGINEER will provide computer files of all final graphs, figures, maps, and text for use by the COUNTY in a format that allows revisions and updates. GIS files shall also be provided of the inundation boundaries and pertinent flood wave data for the emergency scenarios, the priority of response in the inundation areas, potential evacuation routes, and the locations of the critical and public facilities for each detention basin. The project deliverables shall include an electronic copy (PDF) of the Draft EAP document for review by the COUNTY and project stakeholders, and an electronic copy (PDF) of the Final EAP document. Three (3) hard copies of the draft EAPs will be produced by the ENGINEER. Five (5) hard copies of the Final EAP documents will be produced by the ENGINEER.
- Q. Quality Control/Quality Assurance (QC/QA):** Perform QC/QA reviews, for all submittals, and make all corrections and/or revisions on all deliverables prior to submittal to the Director for review and comment. All submittals made to the Director shall include a letter from the ENGINEER certifying that all QC/QA reviews have been performed by the ENGINEER and corrections made prior to submitting to the Director. Upon request by the Director, ENGINEER shall furnish a copy of the QC/QA review documents.

Deliverable: QC/QA certification letters with all submittals.

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

Deliverable: Written recommendations of Special Services.

2.03 Special Services

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

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

- A. Provide additional analysis and related services in the event the Director finds it necessary to perform additional work not specified in Section 2.02, but required for and related to the Project.
- B. Perform hydraulic analysis to characterize emergency dam-failure outflow using the breach parameters from the current EAP. The hydraulic analysis will be used to determine the downstream inundation limits for detention basins that require revised inundation mapping or basins that do not have existing modeling data or warrant an updated model.
- C. Assist the COUNTY as an expert witness in any litigation with third parties or administrative proceedings arising in relation to the Project.

2.04 Coordination

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

2.05 Approvals Required

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

2.06 Engineer's Responsibility for Accuracy

ENGINEER is responsible for the accuracy of all deliverables furnished by the ENGINEER under this Contract.

ARTICLE III: DUTIES OF THE COUNTY

3.01 Other Duties

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

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

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

<u>TASK</u>	<u>DESCRIPTION</u>	<u>COMPLETION TIME</u>
2.02 B	Kickoff Meeting	Within 7 calendar days following the receipt of the notice from the Director to begin work under this Contract.
2.02 D (Phase 1)	Phase 1 Data Collection and Review	Within 14 calendar days of the notice to proceed, provide the Director a summary of available and missing data.

2.02 P (Phase 1)	Phase 1 Draft EAP(s) Submittal	Within 45 calendar days following the receipt of the notice from the Director to begin work under this Contract.
2.02 O (Phase 1)	Draft Phase 1 EAP(s) Workshop	Within 10 calendar days following submittal of the Draft EAP(s).
2.02 P (Phase 1)	Final Phase 1 EAP(s) Submittal	Within 21 calendar days following the receipt of comments on the Draft Phase 1 EAP(s) from the Director, CCRFCD, and DWR.
2.02 D (Phase 2)	Phase 2 Data Collection and Review	Within 100 calendar days of the notice to proceed, provide the Director a summary of available and missing data.
2.02 P (Phase 2)	Phase 2 Draft EAP Submittal	Within 120 calendar days following completion of the Phase 2 Data Collection and Review
2.02 O (Phase 2)	Draft Phase 2 EAP Workshop	Within 21 calendar days following submittal of the Draft EAP.
2.02 P (Phase 2)	Final Phase 2 EAP Submittal	Within 30 calendar days following the receipt of comments on the Draft Phase 2 EAP from the Director, CCRFCD, and DWR.
2.03	Special Services	Within time period as specified by the Director.

Except as provided above the ENGINEER shall complete all other Basic Services and authorized Special Services by the end of **December 31, 2023**, unless the Board of County Commissioners amends such date in writing.

4.02 Time Extensions

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

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Services fees plus the Special Service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the total amount payable to the ENGINEER under this Contract or in connection with the subject matter of this Contract, exceed the sum of Three Hundred, Eighty Eight Thousand, Nine Hundred, Forty-Four and 00/100 Dollars (\$388,944.00) for the Basic Service fees, and Fifty Thousand and 00/100 Dollars (\$50,000.00) for Special Services fees, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

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

5.02 Basic Services and Special Services Fees

Compensation for the engineering services provided herein will be made on the basis of ENGINEER's direct salary, times a multiplier not to exceed 3.00 plus direct non-salary expenses, plus actual approved subcontractor or subconsultant costs. The ENGINEER shall provide certified payrolls and Federal or State audited overhead rates at the Director's request.

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

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

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

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

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Basic Services 2.02 A-R	\$ 388,944.00
Special Services 2.03	\$ 50,000.00
Grand Total Basic and Special Services	\$ 438,944.00

5.03 Method of Payment for Basic Services and Special Services Fees

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

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

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

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

ARTICLE VI: DESIGN CRITERIA; APPROVALS

6.01 Design Criteria

The ENGINEER shall employ design criteria established by the most recent publications related to Dam Safety and the Nevada Department of Water Resources, and standards established by the current policies and procedures of the Regional Transportation Commission of Southern Nevada, the Clark County Regional Flood Control District, as well as those adopted by the Clark County Board of Commissioners. These shall include, but not be limited to, the most recent editions of the following publications:

- A. Uniform Standards Specifications for Public Works' Construction of Off-Site Improvements, Clark County, Nevada, Regional Transportation Commission of Southern Nevada.
- B. Uniform Standard Drawings for Public Works Construction of Off-Site Improvements, Clark County Area, Nevada Volumes I and II.
- C. Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District.
- D. Federal Guidelines for Dam Safety: Emergency Action Planning for Dams, Federal Emergency Management Agency.
- E. Nevada Administrative Code 535.320 "Emergency Action Plan."

6.02 Approvals

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

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

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

ARTICLE VII: TERM AND TERMINATION

7.01 In General

This Contract shall be in force and effect from and after the day on which the Director gives notice to the ENGINEER to begin work under this Contract under Section 2.02 above. This Contract shall remain in effect until one (1) year from the date listed in Article 4.01. This section shall not be construed to relieve either party of its obligations to perform under this Contract while the Contract is in effect. Termination of this Contract shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this Contract or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which a cause of action arising out of this Contract, or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

7.02 Termination by the COUNTY

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

ARTICLE VIII: INSURANCE

8.01 In General

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

8.02 Insurance Coverages

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

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance. Any notice given to the ENGINEER with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company's rating, as shown in the latest "Best's Key Rating Guide" shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the ENGINEER, including the rating and financial health of each insurance company providing coverages, is subject to approval by the COUNTY.

The insurance coverages are in the following amounts:

- A. The ENGINEER will maintain general liability coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an "occurrence" basis only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as "additional insureds."
- B. Maintain automobile coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit "per accident" for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile. The COUNTY, its officers, its employees, and its designated volunteers must be expressly covered as "additional insureds."

- C. Maintain professional liability insurance at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and to insure against claims or losses arising out of the services provided by the ENGINEER, the ENGINEER's agents, representatives, or employees pursuant to the ENGINEER's contract with the COUNTY. "Claims made" insurance coverage will continue for a period of three (3) years beyond the term of this Contract. Any retroactive date must coincide with or predate the date of this Contract and may not be advanced without the COUNTY's consent. The ENGINEER's professional liability insurance must provide coverage for the ENGINEER's subcontractor if the subcontractor does not maintain professional liability insurance in the same amounts and manner as required for the ENGINEER.

8.03 Additional Coverage

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

8.04 Notice of Cancellation

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

8.05 Special Conditions

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

8.06 COUNTY's Remedies

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

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

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

ARTICLE IX: MISCELLANEOUS PROVISIONS

9.01 Indemnification

Professional Liability:

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

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

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

General and Automobile Liability:

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

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

9.02 Non-Discrimination

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

9.03 Engineer's Responsibility for Services and Materials

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

9.04 Independent Contractor

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

9.05 Business Structure and Assignments

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

9.06 Subcontractors

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

9.07 Parties and Interests

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

9.08 Non-waiver

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

9.09 Applicable Laws

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

9.10 Notices

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

9.11 Property: Copyrights

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

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

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

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

9.12 Force Majeure

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

satisfactory to the COUNTY for the completion of the remaining work called for under this Contract.

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

9.13 Inspections and Audits

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

9.14 No Gratuities or Gifts

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

9.15 Entire Agreement

This Contract contains all of the agreements of the parties.

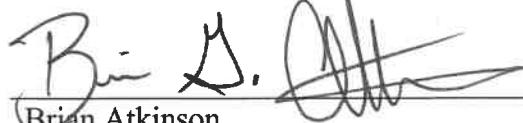
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document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

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

CLARK COUNTY, NEVADA

HORROCKS ENGINEERS, INC.

Randall J. Tarr
Deputy County Manager



Brian Atkinson
Executive Vice President

APPROVED AS TO FORM:



Laura C. Rehfeldt
Deputy District Attorney

EXHIBIT "A"

MAXIMUM DIRECT SALARY OF THE ENGINEER'S EMPLOYEES STANDARD RATES

CLASSIFICATION	DIRECT SALARY (Not to Exceed) (Standard Rates)
Principal	<u>\$105.00</u>
Project Manager	<u>\$75.00</u>
Senior Quality Assurance	<u>\$95.00</u>
Senior Engineer	<u>\$75.00</u>
Engineer	<u>\$45.00</u>
GIS Analyst	<u>\$55.00</u>
Designer/CADD	<u>\$55.00</u>
Public Outreach Manager	<u>\$80.00</u>
Administration	<u>\$45.00</u>

EXHIBIT “B”

LIST OF DETENTION BASINS

Phase 1

Combined Package

Confluence Detention Basin
Upper Duck Creek Detention Basin
Duck Creek Railroad Detention Basin
Lower Duck Creek Detention Basin
Orchard Detention Basin

Individual Documents

Hiko Springs Detention Basin (Laughlin)
Windmill Wash Detention Basin (Bunkerville)
Indian Springs Detention Basin (Indian Springs)

Phase 2

Combined Package

Desert Inn Detention Basin
F1 Debris Basin
F2 Debris Basin
F3 Detention Basin (Village 16A)
F4 Debris Basin
Lower Blue Diamond Detention Basin
Lower Flamingo Wash Detention Basin
R-4 Detention Basin
Red Rock Detention Basin
Tropicana Detention Basin
Tropicana North Branch Detention Basin
Upper Blue Diamond Detention Basin
Upper Flamingo Wash Detention Basin

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
			65			
Corporate/Business Entity Name:		Horrocks Engineers, Inc.				
(Include d.b.a., if applicable)						
Street Address:		2162 West Grove Parkway		Website: www.horrocksengineers.com		
City, State and Zip Code:		Pleasant Grove, UT 84062-6728		POC Name: Wayne Horlacher, wayneh@horrocks.com		
Telephone No:		(801) 763-5100		Fax No: (801) 763-5101		
Nevada Local Street Address: (If different from above)		1401 N. Green Valley Parkway, Suite 160		Website: www.horrocksengineers.com		
City, State and Zip Code:		Henderson, Nevada 89074		Local Fax No:		
Local Telephone No:		(702) 966-4063		Local POC Name: Wayne Horlacher, wayneh@horrocks.com		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Russell Youd	President/CEO	11.6%
Brian Atkinson	Secretary	5.8%
Bryan Foote	Vice President	5.8%

(see attached for additional names)

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

☐ Yes ☒ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

 Signature	Wayne Horlacher Print Name
Principal/Senior Vice President	4/18/22 Date

DISCLOSURE OF RELATIONSHIP

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

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

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Additional Individuals with 5% or greater Ownership

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