

**PROFESSIONAL SURVEYING SERVICES CONTRACT  
FOR CONSTRUCTION OF  
RUSSELL ROAD, STEPHANIE STREET TO BOULDER HIGHWAY AND HACIENDA  
AVENUE, NELLIS BOULEVARD TO STEPHANIE STREET**

**THIS CONTRACT**, hereinafter referred to as "Contract", made and entered into this 7<sup>th</sup> day of December, 2021 between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and Poggemeyer Design Group, Inc., a Kleinfelder company authorized to do business under the laws of the State of Nevada, hereinafter referred to as "SURVEYOR".

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

<b>COUNTY</b>	<b>SURVEYOR</b>
Denis Cederburg, Director Clark County Department of Public Works 500 S. Grand Central Parkway, Suite 2066 Las Vegas, Nevada 89106 Telephone: (702) 455-6020 Fax: (702) 455-6040	Larry V. Carroll, Managing Principal Poggemeyer Design Group, Inc. 6960 Smoke Ranch Road, Suite 110 Las Vegas, Nevada 89128 Telephone: (702) 255-8100 Fax: (702) 255-8375

**WITNESSETH**

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

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

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

## **ARTICLE I**

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

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

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

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

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

**"Project"** means improvements to Russell Road between Stephanie Street and Boulder Highway and on Hacienda Avenue between Nellis Boulevard and Stephanie Street; Consisting of full-depth pavement replacement, pavement rehabilitation, removal of existing sidewalk ramps, curb and gutter, concrete sidewalk, median islands, asphalt walkway and a service pedestal; installation of curb, gutter, sidewalk, sidewalk ramps, median islands, storm drain, storm drain laterals, drop inlets, traffic signals and loops, Intelligent Traffic Systems (ITS) conduit, street lights, pull boxes, fiber optic cable, a vault, and service pedestal; water line adjustment, utility lid adjustment, new pavement markings, replacement of existing traffic signs, and other miscellaneous items.

## **ARTICLE II**

### **2.01 -- BASIC SERVICES**

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

The SURVEYOR will provide the following services for the Project:

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

2. Construction Stakes: provide all necessary stakes and/or marks to allow the Construction Contractor to properly complete the Project including but not limited to:
  - a. Right of Way: One (1) set of stakes marking right of way limits and temporary construction easements at a minimum of 200-foot intervals in tangents, and a minimum of 50-foot intervals in horizontal curves, plus angle points, beginning and ending of curves as requested by the Construction Contractor.
  - b. Saw-Cuts and Removals: One (1) set of stakes at 100-foot intervals maximum plus angle points, to properly locate removal limits throughout the project including but not limited to: pavement milling, pavement removal, fences, walls, driveways, median islands, curb and gutter.
  - c. Curb and Gutter / Edge of Pavement: One (1) set of offset grade stakes at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, driveways, beginning and ending of curves, at offset distances chosen by the Construction Contractor.
  - d. Median Islands: One (1) set of offset grade stakes at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and end of curves, radius points and/or quarter deltas (maximum), at offset distances chosen by the Construction Contractor.
  - e. Gravel Grades: One (1) set of subgrade stakes, 3 across maximum, at 100-foot intervals in tangents, 50-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and ending of curves. One (1) set of type-II finish grade stakes, 5 across maximum, at 50-foot intervals in tangents, 25-foot intervals in curves, plus grade breaks, transitions, angle points, beginning and ending of curves.
  - f. Storm Drain: One (1) set of offset grade stakes at 50-foot intervals in tangents, 25-foot intervals in curves, plus angle points, grade breaks, riprap sections and connections, as well as alignment of lateral pipe sections at drop inlet locations and manhole structures, at offset distances chosen by the Construction Contractor.

- g. Drop Inlets and Manholes: Two (2) offset grade stakes at each location at offset distances chosen by the Construction Contractor, as well as verification of invert elevations prior to concrete placement.
- h. Waterline: One (1) set of offset grade stakes providing horizontal and vertical control to waterlines at 50-foot intervals, plus grade breaks and angle points, at offset distances chosen by the Construction Contractor.
- i. Traffic signal pole: Two (2) offset grade stakes for each traffic signal pole and smart pole at offsets requested by the Construction Contractor.
- j. Fencing and Gates: One (1) set of offset stakes, sufficient in amount, to properly construct fencing and gates, at offset distances chosen by the Construction Contractor.
- k. Streetlights and Pull Boxes: One (1) offset grade stake at each location at offset distances chosen by the Construction Contractor.
- l. Pavement Markings and Signs: One (1) set of marks sufficient in amount to properly install stop bars linework and signs, at offset distances chosen by the Construction Contractor.
- 3. Stakes not specified above which the Construction Contractor may request and the Director determines are necessary to insure the work will be properly constructed.
- 4. Acquire, document, and certify all work performed at the direction of the COUNTY, which would result in revisions to the Contract drawings.
- 5. Attend the preconstruction meeting and necessary construction coordination meetings for the Project and coordinate all activities with the Construction Contractor and the Director.
- 6. Final Monumentation, in accordance with NRS Chapter 625 and the Clark County Improvement Standards, of all intersections, controlling corners and public land survey corners within the construction area, monuments in the overlay area must be replaced or raised to the final finished grade and file, with the Clark County Recorder, a Record of Survey indicating monuments and reference monuments set.

## **2.02 -- SPECIAL SERVICES**

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

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

## **ARTICLE III**

### **3.01 -- TIME OF PERFORMANCE**

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

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

Except as otherwise provided above, the SURVEYOR shall complete all Basic Services and authorized Special Services by **February 20, 2023** or upon written receipt of notification from the Director that Basic Services and Special Services are complete, whichever occurs first.

### **3.02 -- TIME EXTENSIONS**

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

## **ARTICLE IV**

### **PAYMENT FOR SERVICES**

#### **4.01 -- MAXIMUM AMOUNT PAYABLE**

The maximum amount payable by the COUNTY to the SURVEYOR shall be a sum equal to the Basic Service fees plus the Special Service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the total amount payable to the SURVEYOR under this Contract or in connection with the subject matter of this Contract, exceed the sum of **TWO HUNDRED SIX THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$206,200.00)** for Basic Service fees, and **THIRTY THOUSAND DOLLARS AND 00/100 (\$30,000.00)** for Special Service fees, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

#### **4.02 -- METHOD OF PAYMENT**

Payment for the Basic Services provided herein shall be made on the basis of the percent of total work complete as determined by the COUNTY at the time of invoice. Payment for authorized Special Services shall be made when the authorized work is one hundred percent (100%) complete as determined by the COUNTY at the time of invoice. Fees for authorized Special Services shall be based upon **TWO HUNDRED DOLLARS AND 00/100 (\$200.00)** per hour. Fees for the services shall be invoiced in the month

which follows performances of such services and shall be paid by the COUNTY within thirty (30) days after receipt of an invoice submitted by the SURVEYOR and approved by the Director unless the Director notifies the SURVEYOR within such period of time that a payment or a portion thereof for the services rendered is in dispute. The COUNTY agrees that it will not unreasonably delay or withhold payment or approval of any invoice submitted by the SURVEYOR.

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

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

<u>TASK</u>	<u>MAXIMUM AMOUNT</u>
2.01, #1 through #6, BASIC SERVICES	\$ 206,200.00
2.02, #1, SPECIAL SERVICES	\$ 30,000.00
GRAND TOTAL BASIC AND SPECIAL SERVICES	\$ 236,200.00

## ARTICLE V

### 5.01 -- IN GENERAL

This Contract shall be in force and effect from and after the day on which the Director gives notice to the SURVEYOR to begin work under this Contract under Section 2.01 above. This Contract shall remain in effect until **February 20, 2024**. This section shall not be construed to relieve either party of its obligations to perform under this Contract while the Contract is in effect. Termination of this Contract shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this Contract or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which cause of action arising out of this Contract, or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

## **5.02 -- TERMINATION BY THE COUNTY**

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

## **ARTICLE VI**

### **INSURANCE**

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

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

#### **6.02 -- INSURANCE COVERAGES**

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

- (A)** The SURVEYOR will maintain general liability coverage at limits of no less than ONE MILLION and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury,

and property damages. Coverage shall be on an "occurrence basis" only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. The COUNTY, its officers and its employees, and its designated volunteers must be expressly covered as "additional insured's". Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.

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

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed TWENTY-FIVE THOUSAND and 00/100 Dollars (\$25,000.00) with respect to coverage provided for in paragraphs A and B above, and ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00) with respect to coverage provided for in paragraph C, without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance. Any notice given to the SURVEYOR with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company's rating, as shown in the latest "Best's Key Rating Guide" shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the SURVEYOR, including the rating and financial health of each insurance company providing coverages, is subject to approval of the COUNTY.

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

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

## **6.03 -- ADDITIONAL COVERAGE**

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

## **6.04 -- NOTICE OF CANCELLATION**

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

## **6.05 -- COUNTY'S REMEDIES**

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

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

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

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

#### **7.01 -- INDEPENDENT CONTRACTOR**

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

#### **7.02 -- BUSINESS STRUCTURE AND ASSIGNMENTS**

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

#### **7.03 -- SUBCONTRACTORS**

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

#### **7.04 -- PARTIES AND INTERESTS**

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

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

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

#### **7.06 -- APPLICABLE LAWS**

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

## **7.07 -- NOTICES**

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

## **7.08 -- PROPERTY: COPYRIGHTS**

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

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

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

## **7.09 -- FORCE MAJEURE**

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

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

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

## **7.10-- INSPECTIONS AND AUDITS**

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

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

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

## **7.12-- INDEMNIFICATION**

### Professional Liability

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

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

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

### General and Automobile Liability

As to acts or omissions which do not arise directly out of the performance of the professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, SURVEYOR agrees to indemnify, defend (at COUNTY's option), and hold harmless the COUNTY, its officers, agents, employees, and volunteers from and against any and all losses, damages, fines, liability, claims, demands,

causes of action, costs, expenses, judgments, including but not limited to reasonable costs of investigation, reasonable attorneys fees and expenses, reasonable consultants' fees and expenses, reasonable expert witnesses' fees and expenses and all court or arbitration or other alternative dispute resolution costs arising out of or in connection with the SURVEYOR's and its principals, employees, agents, consultants, and/or contractors.

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

### **7.13—NON-DISCRIMINATION**

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

## 7.14-- ENTIRE AGREEMENT

This Contract contains all of the agreements of the parties.

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

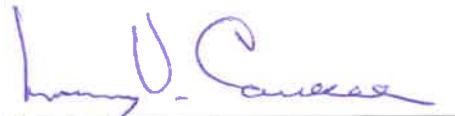
**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date herein above set forth.

**COUNTY OF CLARK, NEVADA**

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**Randall J. Tarr**  
Deputy County Manager

**Poggemeyer Design Group, Inc.**



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**Larry V. Carroll,**  
Managing Principal

**APPROVED AS TO FORM:**



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**Laura C. Rehfeldt**  
Deputy District Attorney

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>																																																														
<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																																																								
<b>Business Designation Group (Please select all that apply)</b>																																																														
<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																																																								
<b>Number of Clark County Nevada Residents Employed:</b> 57																																																														
<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><b>Corporate/Business Entity Name:</b></td> <td colspan="6">POGGEMEYER DESIGN GROUP, INC., A Kleinfelder Company</td> </tr> <tr> <td><b>(Include d.b.a., if applicable)</b></td> <td colspan="6"></td> </tr> <tr> <td><b>Street Address:</b></td> <td colspan="3">6960 SMOKE RANCH ROAD SUITE 110</td> <td colspan="3"><b>Website:</b> WWW.POGGEMEYER.COM</td> </tr> <tr> <td><b>City, State and Zip Code:</b></td> <td colspan="3">LAS VEGAS, NV 89128</td> <td colspan="3"><b>POC Name:</b> LARRY V. CARROLL, P.E. <b>Email:</b> LCARROLL@KLEINFELDER.COM</td> </tr> <tr> <td><b>Telephone No:</b></td> <td colspan="3">702-255-8100</td> <td colspan="3"><b>Fax No:</b> 702-255-8375</td> </tr> <tr> <td><b>Nevada Local Street Address:</b> <b>(If different from above)</b></td> <td colspan="3"></td> <td colspan="3"><b>Website:</b></td> </tr> <tr> <td><b>City, State and Zip Code:</b></td> <td colspan="3"></td> <td colspan="3"><b>Local Fax No:</b></td> </tr> <tr> <td><b>Local Telephone No:</b></td> <td colspan="3"></td> <td colspan="3"><b>Local POC Name:</b> <b>Email:</b></td> </tr> </table>							<b>Corporate/Business Entity Name:</b>	POGGEMEYER DESIGN GROUP, INC., A Kleinfelder Company						<b>(Include d.b.a., if applicable)</b>							<b>Street Address:</b>	6960 SMOKE RANCH ROAD SUITE 110			<b>Website:</b> WWW.POGGEMEYER.COM			<b>City, State and Zip Code:</b>	LAS VEGAS, NV 89128			<b>POC Name:</b> LARRY V. CARROLL, P.E. <b>Email:</b> LCARROLL@KLEINFELDER.COM			<b>Telephone No:</b>	702-255-8100			<b>Fax No:</b> 702-255-8375			<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>			<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>			<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		
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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)
KLEINFELDER, INC.		100%

**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	LARRY V. CARROLL, P.E. Print Name
SENIOR MANAGING PRINCIPAL	10/29/21
Title	Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**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

## TX Result Report

P 1

11/08/2021 17:00

Serial No. 079M011022622

TG: 172688

Addressee	Start Time	Time	Prints	Result	Note
17756882991	11-08 16:59	00:00:41	009/009	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPS:Page Separation TX, MX:Mixed Original TX, CALL:Manual TX, CSAC:CSAC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SO:Special Original, FCODE:F-code, RTX:Re-Tx, RLY:Relay, MX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

**Result** OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, RX-DEL-N: Other Configuration, NoAns: No Answer, RX-REFUSED: Receipt Refused, BUSY: Busy, FULL: Full, L1: Long, L2: Long, RX-OVER: Receiving length Over, PDR: Receiving page Over, FFL: File Error, DC: Decode Error, MDN: MDN Response Error, DSN: DSN Response Error, PRNT: Compulsory Memory Document Print, DEL: Compulsory Memory Document Delete, SEND: Compulsory Memory Document Send.



Department of Public Works

500 S Grand Central Pkwy | Box 554000 | Las Vegas NV 89155-4000  
(702) 455-8000 | [www.ClarkCountyNV.gov/PubWorks](http://www.ClarkCountyNV.gov/PubWorks)

To: NV BOE & LS

**FAX**

**Company:**

From: Michael Jacquot

**Subject:**

**(702) 455-6150**

**Fax:** (775) 688-2991

Total Pages: 3

**Message: RE: NEVADA GOVERNMENT ENTITY FILING OF AWARDED PUBLIC WORKS**

## PROJECTS FOR POSTING ON BOARD WEBSITE.

This Message Originated From The Following Public Works Office/Fax Machine:

<input type="checkbox"/> Director's Office   Support Services	(702) 455-6040
<input type="checkbox"/> Construction Mgmt / Development	(702) 380-9816
<input type="checkbox"/> Development Review	(702) 388-2550
<input type="checkbox"/> Design Engineering   Construction	(702) 455-6113
<input type="checkbox"/> Maintenance Management	(702) 435-4702
<input type="checkbox"/> Quality Assurance   Lab	(702) 739-1558
<input checked="" type="checkbox"/> Surveyor's Office	(702) 382-0849
<input type="checkbox"/> Survey   Map Team	(702) 455-6203
<input type="checkbox"/> Traffic Management	(702) 455-6415
<input type="checkbox"/> Traffic Ops/Vector Control	(702) 454-8968



## Department of Public Works

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

To: NV BOE & LS

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**From:** Michael Jacquart

**Subject:** \_\_\_\_\_

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- Traffic Management (702) 455-6415
- Traffic Ops/Vector Control (702) 454-8968



## NEVADA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

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

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

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

#### INSTRUCTIONS

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

#### I - Public Works Project Awarding Agency

Clark County

Agency

Public Works

Department

500 South Grand Central Parkway

Address 1

Address 2

Las Vegas NV 89155  
City State Zip

(702) 455-6150  
Phone Number

InTheWorks@ClarkCountyNV.gov  
Email

(702) 382-0849  
Fax Number

#### II - Firm Awarded Public Works Project

Poggemeyer Design Group, Inc.

Firm Name

6960 Smoke Ranch Road, Suite 110

Address 1

Address 2

Las Vegas NV 89128  
City State Zip

(702) 255-8100 LCarroll@poggemeyer.com  
Phone Number Email

(702) 255-8375  
Fax Number

If selected firm is a Joint Venture, list firms involved on additional sheet(s) and attach.

#### III - Project Description

Arterial Reconstruction: Russell Road and Hacienda Avenue

Project Name

\$ 236,200.00

Actual  Projected

Project Cost

Improvements to Russell Rd, between Stephanie St and Boulder Hwy and on Hacienda Ave, between Nellis Blvd and Stephanie St;  
Project Description - Provide the services for which the design professional(s) were selected. Attached extra sheet(s) if required.

Consisting of pavement replacement and rehabilitation. Removal and installation of sidewalk, curb, gutter, and median islands.

Installation of storm drain, drop inlets, traffic signals and loops, street lights, pull boxes, a vault, and other miscellaneous items.

**IV - Local Preference:** Did selected firm receive local preference per NRS 338?  Yes  No

If yes, then complete Section V, otherwise, skip to Section VI.

## **V - Certified Professional Licensee(s)**

Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number
Name	License Type and Discipline	License Number	Certificate Number

Use additional sheet(s) if more certified licensees were considered in this selection.

## **VI – Person Completing Posting Form**

  
Signature

11/08/2021

Date

Michael Jacquart  
Name

Deputy County Surveyor  
Title

(702) 455-6150  
Phone Number

jacquart@clarkcountynv.gov  
Email