

**PROFESSIONAL PROJECT ADMINISTRATION AND
CONSTRUCTION MANAGEMENT SERVICES CONTRACT FOR
CAREY AVENUE, NELLIS BOULEVARD TO TOIYABE STREET**

THIS CONTRACT, made and entered into this 2nd day of May, 2023 between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and CMWorks, Inc., a corporation duly 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

Denis Cederburg, Director
Clark County Public Works Department
500 South Grand Central Parkway, Suite 2066
Las Vegas, Nevada 89155

ENGINEER

David Alexander, PE, CCM, NV Area Manager
CMWorks, Inc.
6960 Smoke Ranch Road, Ste. 110
Las Vegas, NV 89128

W I T N E S S E T H

WHEREAS, the COUNTY desires to obtain quality, professional project administration and construction inspection services in connection with the work hereinafter described, hereinafter referred to as "Services;" and,

WHEREAS, the ENGINEER desires to provide Services in exchange for the amounts 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 meanings as set out below:

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

"Project" means the work described in Clark County Bid No. 606165-22, CAREY AVENUE, NELLIS BOULEVARD, TO TOIYABE STREET.

"Contractor" means the construction contractor(s) employed by the COUNTY to construct the Project.

**ARTICLE II
SCOPE OF EMPLOYMENT**

2.01--GENERAL

The ENGINEER shall provide its services in accordance with the normal degree of care and skill of other reputable engineers providing similar services on similar projects of like size and nature at the same time and the same locale as this project. The Engineer and the Director have agreed on the appropriate number of staff and the fees for such based on the scope of the project prior to the start of construction, however due to the approach and efficiency of the Contractor, staffing levels may need to increase or decrease during the course of work. The Director will make periodic reviews to evaluate staffing levels on a regular basis and make recommendations/requests to the ENGINEER for changes based on those reviews. The ENGINEER shall notify the Director immediately of any/all changes to staff assigned to the Project. Notification shall be in writing for any permanent or

temporary substitutions of staff such as required to maintain agreed upon staffing levels for vacations or other absences of 1 week or greater. This notification would include all those staff listed in section 3.02 for which the ENGINEER wishes to invoice the COUNTY. Notification for ancillary or non-billable staff is not required. Whenever the ENGINEER is required to present recommendations to the Director with respect to the advisability of, or the need for, any special service specified in Section 2.03, hereinafter referred to as "Special Services," such recommendation shall include the recommended scope for the Special Services and a recommended range of fees, if such fees are not set forth in this Contract. If the ENGINEER recommends subconsultants, the recommendation shall also include the name of each subconsultant recommended by the ENGINEER.

The Basic Services set out in Section 2.02 shall not be performed until all the following conditions are met:

- A. The appropriate funding arrangements have been made to allow the award of the construction contract(s) for the Project and to provide the amounts to be paid to the ENGINEER for the Basic Services plus Special Services anticipated in connection with this Contract; and,
- B. The Clark County Board of Commissioners has awarded the construction contract for the Project; and,
- C. The Director has notified the ENGINEER in writing to begin performance of the Basic Services.

2.02--BASIC SERVICES

Beginning on the date the ENGINEER receives notice to proceed from the Director to begin performance of the Basic Services, the ENGINEER shall furnish professional project administration and construction inspection services as described in this Section 2.02 to assist the COUNTY to construct a good and serviceable Project. Without limiting the generality of the foregoing, the ENGINEER shall perform the following Basic Services:

- A. Upon written request of the Director, which specifies the number of personnel authorized and the maximum dollar amounts authorized, provide one or more Resident Project Representative(s), one of whom shall be designated by the ENGINEER as the Chief Resident Project Representative. The Resident Project Representative(s) shall provide continuous, on-the-site inspection of the work performed by the Contractor, including the material furnished and the workmanship provided. The Chief Resident Project Representative shall make a daily, written report to the Director with respect to the material furnished, the workmanship provided and the progress of the work, all in relationship to the documents which constitute the Contract between the COUNTY and the Contractor, hereinafter referred to as "Contract Documents."
 - 1. In consultation with the COUNTY and any permitting agencies, prepare an initial, non-exclusive list of submittals required on the Project, and provide such list to the Contractor and to the COUNTY within fourteen (14) days of ENGINEER'S Notice to Proceed.
 - 2. Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by the Contractor. Maintain "as-built" schedule of Contractor's daily efforts during construction.
 - 3. Attend preconstruction conferences, progress meetings, job conferences, and other Project related meetings including public information meetings. Take and distribute minutes of all such meetings.

4. Receive, review, distribute, make recommendations to the COUNTY, and document the status of shop drawings and samples, receive samples which are furnished at the Project site by Contractor, and notify COUNTY and any permitting agency of their availability for examination.
5. Advise COUNTY and Contractor immediately of the commencement of any work requiring shop drawing, sample submission or permits if the submission has not been accepted by the COUNTY or any permitting agency.
6. Review Contractor's survey requests to ensure they are complete, timely and within the scope of the Contract specifications as described in Section 105.08 of the Special Provisions and the Uniform Standard Specifications. Compare and review all survey reports, cut sheets and other documents to ensure they generally conform with the intent of Contract plans and specifications.
7. Conduct on-site inspections of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
8. Report to the COUNTY and Contractor whenever he believes that any work is unsatisfactory, faulty or defective or does not conform with the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment, and advise the COUNTY when he believes any of the work should be corrected or rejected or should be uncovered for inspection, or requires special testing.
9. Accompany visitors representing the public or other agencies having jurisdiction over the Project pursuant to direction by the COUNTY and record the outcome of these inspections and submit a report to the COUNTY concerning these visits.
10. Maintain, in Submittal Exchange, all files related to the PROJECT, whether generated by or for the ENGINEER as required to provide project administration services.
11. Maintain daily reports(s) within Submittal Exchange, recording the Contractor's working and non-working hours on the Project site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, equipment used and idle, daily quantities, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and have on file for the COUNTY.
12. Provide digital video and/or photographic documentation of Project Site, prior to and during construction.
13. Maintain a list of names, addresses, and emergency telephone numbers of all Contractors, subcontractors, agencies, and major suppliers of materials and equipment.
14. Consult with the COUNTY in advance of major tests, inspections or the start of important phases of the work.
15. Report immediately to the COUNTY upon the occurrence of any accident on the Project and document information observed.

16. Monitor the Contractor's compliance with the approved NPDES permit and applicable Best Management Practices; issue Notices of Non-Compliance and/or notify the applicable enforcement agency, as appropriate.
 17. Conduct final inspection in the company of ENGINEER, COUNTY, and Contractor and prepare a final list of items to be completed or corrected.
 18. Before the COUNTY issues a certificate of substantial completion, submit to the Contractor and COUNTY a list of observed items requiring completion or correction.
 19. Verify that all items on the final list developed during the final inspection have been completed or corrected and make recommendations to the COUNTY concerning acceptance.
- B. Vehicles used on the Project by the ENGINEER'S Resident Project Representative(s) and other personnel performing on-site observation shall be conspicuously marked so as to identify personnel of the ENGINEER for the benefit of the public. Markings may be magnetic or otherwise removable but must be displayed while on the Project.
- C. The Resident Project Representative(s) shall be provided by the ENGINEER, a cellular telephone to facilitate communication with the COUNTY and the public.
- D. Consult with and advise the Director, notify the Director as to possible change orders, issue all instructions to the Contractor requested by the Director, and with respect to change orders proposed by the Director, prepare such change orders.
- E. Review, and analyze all samples, schedules, shop drawings, laboratory results, shop and mill tests of materials or equipment, and other data which the Contractor submits within Submittal Exchange in accordance with the Contract Documents. Monitor submittals as sent to the COUNTY or the design professional, as appropriate, which require their review and/or approval. Within Submittal Exchange, maintain project logs such as Requests for Information, submittals, test results, "or-equal" submittals, and change authorizations.
- F. Prepare or verify by measurement, monthly and final estimates for payments to Contractors, and furnish to the COUNTY any necessary certifications as to payments to construction Contractors and suppliers, assemble written guarantees which are required by the Contract Document.
- G. Evaluate claims by the Contractor or others and make recommendations concerning each to the COUNTY.
- H. Upon completion of the Project, review the Project for conformance with the Contract Documents, present written recommendations to the Director as to the acceptance of the Project by the COUNTY, and approve in writing final payments to the construction Contractor.
- I. Provide for use of the ENGINEER'S personnel an office located not more than three (3) miles from the Project and not less than one thousand four hundred (1,400) square feet in size. The Project trailer/office shall, at a minimum, be equipped with a conference area capable of accommodating up to 20 people, a hard-wire telephone, internet access for all staff, copy machine, sink, and toilet. All standard specifications applicable to the project (Blue Book, Silver Book, AASHTO, ASTM, AWWA, ARMEA, etc.) shall be maintained in the Project trailer/office for ready reference by ENGINEER'S personnel.
- J. During performance of the Services, the ENGINEER shall record on the plans issued by the COUNTY as Contract Documents, the dimensions and location of all components of the

Project. Within thirty (30) days after the COUNTY has issued to the Contractor a certificate of substantial completion for the Project, the ENGINEER shall furnish such plans to Director.

- K. Establish and implement a quality assurance program to monitor the Contractor's quality control program. As required by the COUNTY approved quality assurance program or as directed by the COUNTY, by subcontract or otherwise, sample and test soils, aggregates, asphaltic concretes, Portland cement concretes, and other materials employing the requirements of the COUNTY standards specifications as well as the additional requirements of the Project plans and specifications and provide the results of such sampling and testing to the Contractor and to the COUNTY. All testing technicians shall be NAQTC/ACI certified for the tests they perform. All laboratories performing materials testing shall be AASHTO certified for the tests they perform.
- L. The ENGINEER shall provide, in writing, the names of at least three (3) 24-hour emergency contact personnel of the ENGINEER who have personal knowledge of the work and can respond to emergency situations. At least one of those persons listed must be available locally at all times during the contract period. This submittal shall include, at a minimum, each persons email address, home, office, and cellular telephone numbers.

2.03--SPECIAL SERVICES

The ENGINEER 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 ENGINEER shall not be obligated to perform any Special Services unless a sufficient amount of money has been appropriated for such purpose:

- A. Assist the COUNTY as an expert witness or otherwise in any litigation with third parties or administrative proceedings involving hearings relating to the Project or meetings with regulatory officials outside of the Project Area.

This Section 2.03 survives termination and expiration of this Contract.

2.04--COORDINATION

Upon request of the Director, the ENGINEER shall arrange and attend periodic conferences with City, COUNTY, and State and federal officials designated by the Director as well as interested citizens. Such conferences may include the design conferences, design progress meetings, public meetings and hearings, and general information meetings for interested citizens.

2.05--HOLIDAYS

For work under this Project, the ENGINEER'S holidays shall be defined as the same as the COUNTY'S holidays called out in the construction contract.

ARTICLE III PAYMENT FOR SERVICES

3.01--MAXIMUM AMOUNT PAYABLE

The COUNTY shall pay to the ENGINEER for Basic Services and Special Services provided, a sum of money not to exceed One Million, Eight Hundred Twenty Four Thousand, and 00/100 Dollars (\$1,824,000.00) unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

Payments made pursuant to this Contract are to be determined by Sections 3.02, 3.03 and 3.04 set forth herein.

3.02--SALARY COSTS

Compensation for the Services provided herein will be made on the basis of a rate per hour. This rate shall include all salary costs, overhead costs, and any/all items necessary to provide the complete scope of services as requested in Sections 2.02 and 2.03.

The maximum rates which will be used by the ENGINEER during the term of this Contract shall not exceed the amount listed below:

CLASSIFICATION	RATE
Chief Resident Project Representative	\$ 240
Assistant Chief Resident Project Representative	\$ 220
Resident Project Representative	\$ 158
Office Technical	\$ 118
Document Control	\$ 95

Business promotion and economic planning costs will not be allowed.

Overtime compensation for the services provided herein will be made based at the rate listed above.

3.03--REIMBURSABLE NON-LABOR EXPENSES

Reimbursable non-labor expenses incurred by the ENGINEER for Services provided under this Contract will be reimbursed by the COUNTY at the actual cost.

These costs include:

- A. Subconsultant professional services, surveys, or data storage services, as provided by Textura provided the COUNTY has given prior written approval for such services.
- B. Project-related travel outside of COUNTY and more than one hundred fifty (150) miles from the Project site provided COUNTY has given prior written approval for such travel.

3.04--METHOD OF PAYMENT FOR SERVICES

The ENGINEER will be paid on the basis of monthly invoice, submitted by the ENGINEER and approved by the Director, showing the specific tasks accomplished during the preceding month. Fees shall be invoiced the first week of the month which follows 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.

Pursuant to Nevada Revised Statutes (NRS) Chapter 338, 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 IV APPROVALS

An approval by the Director, or any other instrumentality of COUNTY, of any part of 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.
- B. This Article IV, and in such event such a waiver shall only be effective as to the specific items and the characteristics thereof identified in the writing.

ARTICLE V TERM AND TERMINATION

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 ENGINEER to begin providing the Basic Services specified in Section 2.02 above.

The ENGINEER shall complete all Basic Services set forth in Section 2.02 within completion times set forth herein and prior to December 31, 2025, unless such date is amended by the COUNTY.

This Section 5.01 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 5.01 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 5.01 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 such statutes of limitations or doctrines of law.

5.02--TIME EXTENSIONS

Upon written request of the ENGINEER, the Director shall grant time extensions to the extent of any delays caused by the COUNTY or other agencies with whom the Services must be coordinated and over whom 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 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 7.10 hereof.

5.03--TERMINATION BY THE COUNTY

Notwithstanding any other provision in this contract, the Clark County Board of Commissioners may terminate this Contract at any time by giving thirty (30) days notice of termination in writing to the ENGINEER. Upon receipt of such notice, the ENGINEER shall, unless the notice directs otherwise, immediately discontinue providing the services 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 and amount paid to the ENGINEER under this Contract to the date of termination. The COUNTY shall then pay the ENGINEER promptly for all services provided to the date of termination minus the amount previously paid.

ARTICLE VI INSURANCE

6.01--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 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. The cost of such insurance shall be included in the ENGINEER'S basic service fee.

6.02--INSURANCE COVERAGE

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 endorsements 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 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 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 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.

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) with respect to coverage provided 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 coverage, is subject to the approval of the COUNTY.

6.03--ADDITIONAL COVERAGE

ENGINEER'S insurance shall be primary, except as to professional liability, as respects the COUNTY, its officers and 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 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.

6.04--NOTICE OF CANCELLATION

The insurance certificates supplied by ENGINEER must provide for a thirty (30) day notice to the COUNTY before implementation of a proposal to cancel the 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 below the minimums set forth in Section 6.02, including when aggregate limits are reduced more than seventy-five percent (75%) as a result of incurred losses under the policy.

6.05---COUNTY'S REMEDIES

If the ENGINEER fails to maintain any of the insurance coverage required under this Contract, the COUNTY will have the option to declare the ENGINEER in breach of this Contract, and:

- A. Terminate the Contract.
- B. Purchase replacement insurance.
- C. 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 or replace such insurance, and the COUNTY may collect such costs from the ENGINEER or deduct the amount of such costs from any amount due the ENGINEER under this Contract.

6.06--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 or other approved insuring organization in accordance with NRS Chapter 616, A-D, inclusive. Prior to the expiration or cancellation 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.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

7.01--INDEPENDENT CONTRACTOR

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

7.02--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.

7.03--SUBCONSULTANTS

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

7.04--PARTIES IN INTEREST

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

7.05--NON-WAIVER

Failure of either party hereto to insist on the strict performance of any part of this Contract 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 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 under this contract shall be in writing and sent by personal delivery, express, priority mail, certified mail, postage prepaid or return receipt requested to that address as set forth below. Notice shall be considered being received on the latest original delivery or attempted delivery date as indicated on the return receipts of all persons and addresses to which notice is to be given. Either party may change these addresses by giving notice as provided above.

COUNTY:

County of Clark, Nevada
Attn: Denis Cederburg, Director of Public Works
500 South Grand Central Parkway, Suite 2066
Las Vegas, NV 89155

ENGINEER:

CMWorks, Inc.
David Alexander, PE, CCM, NV Area Manager
6960 Smoke Ranch Road, Ste. 110
Las Vegas, NV 89128

7.08--TITLE TO 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 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 of the Documents are subject to copyright. The ENGINEER agrees that neither it nor any of its employees shall have any right to copyright any of the 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 the Documents, unless authorized to do so by the Clark County Board of Commissioners. The ENGINEER shall place a conspicuous notation upon each of the Documents 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 the 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 the 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 the Documents.

7.09--NO BREACH FOR INCORRECT DATE GENERATION

The COUNTY, its officers and employees shall not be in breach of this Contract for 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.

7.10--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 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.

7.11--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.

7.12--COOPERATION BY THE COUNTY

In addition to its other duties under this Contract, the COUNTY shall provide access to the ENGINEER for all data and allow ENGINEER to make copies of Documents in the possession or control of the COUNTY, or available to the COUNTY, which are requested by the ENGINEER and are reasonably necessary for the ENGINEER to perform the Services.

7.13--INDEMNIFICATION

Professional Liability

ENGINEER agrees to indemnify and hold harmless COUNTY and all its officers, agents, employees and independent contractors, and each of them, from and against any and all claims, causes of action, proceedings, liabilities, losses, costs, damages and/or expenses, including but not limited to, reasonable attorney's fees, in law or at equity of every kind whatsoever including, but not limited to, personal or bodily injury or death of any person or persons or damage to property of any kind to the extent caused by the negligence, errors, omissions, recklessness or intentional misconduct by Engineer or its employees, agents, subcontractors, consultants, successors or assigns arising out of or in connection with 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 agrees to defend, indemnify and hold harmless COUNTY and all its officers, agents, employees and independent contractors, and each of them, from and against any and all claims, causes of action, proceedings, liabilities, losses, costs, damages and/or expenses, including, but not limited to, reasonable attorney's fees, in law or in equity of every kind whatsoever including, but not limited to, personal or bodily injury or death of any person or persons or damage to property of any kind caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER or the employees, agents, subcontractors, consultants, successors or assigns of the ENGINEER which are not based upon or arising out of the professional services performed under this Contract. ENGINEER'S obligation to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit.

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 arising out of or in connection with the ENGINEER and its principals, employees, agents, consultants, and/or contractors.

This Section 7.13 survives termination and expiration of this Contract.

7.14--ENFORCEMENT OF TERMS

If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorney fees to be paid by the losing party, as fixed by the court.

7.15--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 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.

7.16--COUNTERPARTS

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.

7.17--ENTIRE AGREEMENT

This Contract contains all of the agreements of the parties.

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

CLARK COUNTY, NEVADA

CMWORKS, INC.

BY:

RANDALL J. TARR
Deputy County Manager

BY:



DAVID ALEXANDER, PE, CCM
Nevada Area Manager

APPROVED AS TO FORM

BY:



ASHLEY A. BALDUCCI
Deputy District Attorney

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:				61		
Corporate/Business Entity Name:		CMWorks, Inc. A Kleinfelder Company				
(Include d.b.a., if applicable)						
Street Address:		6960 Smoke Ranch Road, Ste. 110		Website: www.kleinfelder.com		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name: David S. Alexander, PE, CCM Email: dalexander@kleinfelder.com		
Telephone No:		(702) 256-4335		Fax No: (702) 255-8375		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Kleinfelder, Inc.	N/A	100%

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

- 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.)
- 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.

 Digitally signed by David Alexander Date: 2023.03.22 16:27:06 -0700 _____ Signature	David S. Alexander, PE, CCM _____ Print Name 03/22/2023 _____ Date
Nevada Area Manager _____ Title	

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
David S. Alexander, PE, CCM	Joanna Kishner, District Court Judge, Dept 31	Spouse	Eighth Judicial Court

* 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

David Ceylan
Print Name

Authorized Department Representative