CLARK COUNTY
DEPARTMENT OF AVIATION

CONTRACT LABOR SERVICES FOR OWNER REPRESENTATION

Name Of Firm	HDR ENGINEERING, INC.
Contact, Name & Title	CRAIG SMART
Address Of Firm	6750 VIA AUSTI PARKWAY, SUITE 350 LAS VEGAS, NV 89119
Telephone Number	702-938-6000
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CONTRACT LABOR SERVICES

This Contract is made and entered into this _____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and HDR ENGINEERING, INC. (hereinafter referred to as CONSULTANT), for Contract Labor Services for airport construction projects (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, the CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed of $9,600,000.00, including all travel, lodging, meals and miscellaneous expenses.

WHEREAS, the CONSULTANT has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

B. In accordance with the Immigration Reform and Control Act of 1986, the CONSULTANT agrees that it will not employ unauthorized aliens in the performance of this Contract.

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

D. CONSULTANT acknowledges that CONSULTANT and any subconsultants, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONSULTANT or any of its officers, employees or other agents.

E. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subconsultants and its and their

principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of the CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product that violates or infringes on any copyright or patent rights. The CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONSULTANT's performance or failures to perform under this Contract.

G. CONSULTANT shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person and notify OWNER of replacement. If CONSULTANT fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.

H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONSULTANT to parties other than OWNER, shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.

I. Drawings and specifications remain the property of the CONSULTANT. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONSULTANT during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONSULTANT shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

J. The CONSULTANT agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

K. The CONSULTANT will follow OWNER's standard procedures as followed by OWNER's staff in regard to

programming changes; testing; change control; and other similar activities.

L. CONSULTANT has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER, or any other political subdivision of the State of Nevada.

M. ANTI – DISCRIMINATION

The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONSULTANT acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidizing private discrimination.

It is unlawful for the CONSULTANT in connection with performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

Contracts between the CONSULTANT and public bodies must contain the following contractual provisions:

1. In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
2. The CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Any violation of such provision by the CONSULTANT constitutes a material breach of contract.
4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

The CONSULTANT acknowledges that if discrimination has occurred, the OWNER may declare the CONSULTANT in breach of contract, terminate the contract, and designate the CONSULTANT as non-responsible.

N. AIRPORT SECURITY

1. OWNER Property

   For security purposes, OWNER property is divided into three (3) categories as follows:

   a. Landside: The non-secure portion of the Airport;

   b. Airside: The Secured Area/Security Identification Display Area (SIDA); and

   c. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA.

   All CONSULTANT personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for security and identification purposes.

2. Federal Regulations

   a. 49 Code of Federal Regulation (CFR), Part 1542, governing US Commercial Airports Security Program requires that security of the Sterile Areas and the Secured Areas/SIDA at Harry Reid International Airport be maintained at all times. This regulation has a provision for enforcement by

the Transportation Security Administration (TSA), which may assess substantial fines ($11,000.00 per occurrence) for potential security breaches or violations or actual security breaches and violations by authorized and unauthorized persons and vehicles entering the Secured Area/SIDA on Harry Reid International Airport. OWNER will be reimbursed by CONSULTANT for any fines levied for breaches or violations of security due to CONSULTANT's activities or those of any tier subconsultant. At all times when working on the Airport regardless of location CONSULTANT's personnel must visibly display above the waist and on their outermost garment the appropriate Harry Reid International Airport security identification badge.

b. CONSULTANT agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations and Rules by CONSULTANT and its employees or any of CONSULTANT subconsultants, vendors, suppliers and agents and their employees.

c. CONSULTANT acknowledges that Harry Reid International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions, or poses a safety or security risk to the Airport, which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

3. Access to the Airport Security Areas

Access to the Airport Secured Area/SIDA/Sterile Area can be gained by personnel displaying a Maroon or Green badge. A Yellow badge is required for all personnel who do not have a Maroon or Green badge. Yellow badge holders must be escorted into the Airport Secured Area/ SIDA/Sterile Area by an individual with unescorted access authority. Yellow badge holders do not have escort authority. The ratio of Yellow badge holders to Green badge holders is five to one (5:1). CONSULTANT will be allowed access to only those areas necessary to complete the Work.

4. Airport Security Area Work Areas

If a Maroon or Green badge holder enters a part of the Airport Secured Area/SIDA/Sterile Area for which access has not been authorized, CONSULTANT may be subject to a fine as detailed in Section N.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by OWNER. OWNER also reserves the right to fine the CONSULTANT $1,000.00 per each violation committed by its employees or any of the CONSULTANT's subcontractors, vendors, suppliers, and agents and their employees.

5. Landside/Public Work Areas

CONSULTANT's personnel with a Yellow badge can gain access to Landside/Public work areas without escort only as stipulated by OWNER.

O. The CONSULTANT agrees to provide the information on the attached "Disclosure of Ownership/Principals" form, **Exhibit E**.

P. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

A. The OWNER agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by CONSULTANT under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, Layne Weight, Managing Director of Aviation – Construction/Design, telephone number (702) 261-4749 or their designee. OWNER's representative may delegate any or all of their responsibilities under this Contract to appropriate staff members, and shall so inform CONSULTANT by written notice before the effective date of each such delegation.

C. The review comments of OWNER's representative may be reported in writing as needed to CONSULTANT. It is understood that OWNER's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

D. OWNER shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data that OWNER has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents.
2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

CONSULTANT shall return any original data provided by OWNER.

E. OWNER shall assist CONSULTANT in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.

F. CONSULTANT will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

SECTION III: SCOPE OF SERVICES

Services to be performed by the CONSULTANT for the PROJECT shall consist of the work described in the Scope of Services as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF SERVICES

A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT or WORK SCOPE shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONSULTANT for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the CONSULTANT of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.

B. No services for which additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

A. OWNER agrees to pay CONSULTANT for the performance of services described in the Scope of Services **(Exhibit A),** for the not to exceed fee of $9,600,000.00. The OWNER's obligation to pay CONSULTANT cannot exceed the fee. Any balance remaining at the conclusion of the PROJECT will be deducted from the Contract Price through the Final Amendment. It is expressly understood that the entire work defined in

Exhibit A must be completed by the CONSULTANT and it shall be the CONSULTANT's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed within the not to exceed fee.

B. The CONSULTANT will be entitled to progress payments in accordance with the completion of tasks indicated in the Scope of Services **(Exhibit A).** Timesheets with a general description of the work being performed must be maintained by the hourly and salaried employees and submitted with the Pay Estimate.

C. Payments

1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
2. The OWNER's representative shall notify the CONSULTANT in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONSULTANT, payment will be made in accordance with paragraph C.1 above.
3. No penalty will be imposed on OWNER if the OWNER fails to pay CONSULTANT within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by the OWNER or the CONSULTANT based on a disputed payment, the prevailing party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
5. OWNER shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by CONSULTANT's negligence, resulting from or arising out of errors or omissions in CONSULTANT's work products, which have not been previously paid to CONSULTANT.
6. Invoices shall be submitted to: Harry Reid International Airport, Attention: Layne Weight, laynew@lasairport.com.

D. OWNER's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER's financial responsibility as indicated in paragraphs 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.
3. OWNER's total liability for all charges for services that may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the CONSULTANT.

E. Reimbursable Expenses

Reimbursable expenses include actual reasonable expenditures made by CONSULTANT and CONSULTANT's employees and subconsultants in the interest of the Project for the expenses listed in the following sections:

1. Travel

   a. CONSULTANT must obtain prior written approval from OWNER before commencing any project related travel. CONSULTANT's travel requests must be submitted by CONSULTANT to OWNER on a form prescribed by OWNER and must be authorized on the same form by OWNER. Failure to obtain prior written approval from OWNER will result in non-payment of travel costs incurred. Copies of receipts must be provided to substantiate travel expenditures. OWNER will reimburse CONSULTANT for actual expenses only up to the maximum Federal Travel Regulations (FTR) rates for lodging, meals, and incidentals expense (M&IE).

   b. Receipts must be provided for meals, taxi, tips, tolls, and miscellaneous expenses. CONSULTANT may be requested to provide an original receipt to support an invoice. Failure to provide the original may be cause to disallow the expense. Entertainment expenses will not be reimbursed.

2. Airfare

   Airline travel shall be reimbursed at actual least-cost, economy (non-refundable) airfare rates with hard copies of either electronic or paper ticket receipts, along with a copy of the signed Travel/Request Authorization Form. Airline tickets must be purchased a minimum of seven (7) days in advance of the anticipated travel date to obtain the economy airfare rate. Failure to book an airline ticket in advance, through no fault of OWNER, may result in CONSULTANT paying the net difference between the actual cost of the ticket and the advance economy purchase fare. Maximum one day of travel is authorized. M&IE to and from CONSULTANT's point of origin will be reimbursed at 75% of the daily allowance.

3. Lodging

   Actual and reasonable lodging costs up to the maximum FTR rate will be reimbursed substantiated by receipts. Failure to provide receipts of costs incurred will result in non-payment of the expense. Hotel internet connections are not reimbursable and shall be considered as part of an overhead function.

4. Rental Car Expenses

   Economy or standard intermediate rental car, parking fees and gasoline costs are reimbursable with copies of receipts for each of these respective expenditures from the actual provider. Personal accident insurance is not reimbursable. Should CONSULTANT's employee elect to utilize an alternate mode of transportation in lieu of air travel, reimbursement shall be made in accordance with the FTR mileage costs in effect at the time the travel occurs. However, total costs for this mode of transportation may not exceed the total allowances that would have been provided had CONSULTANT's employee traveled by public air carrier (including expenses to/from the airport, lodging and M&IE per diem incurred in excess of that which would have been incurred had CONSULTANT's employee traveled by least-cost, economy air).

5. Permit Fees

   License or permit fees will be reimbursed for securing approval of authorities having jurisdiction over the Project. These fees shall be treated as a direct pass through with no additional markups (overhead and fee) added.

6. Document Reproduction

a. Expense of reproductions shall be considered a part of the CONSULTANT's overhead cost and is non-reimbursable. If OWNER requests reproductions outside the scope of Contract deliverables, those costs will be reimbursed. CONSULTANT shall substantiate these costs with third party receipts and/or invoices. Prior to payment, CONSULTANT shall submit with the monthly invoice specific detail on the reproductions for the invoice period being billed, providing, at a minimum, contract number, number of copies, type of copies, description of what was copied, copy rate, and date. Any other in-house copying is considered incidental, including associated labor, and will not be considered for payment and shall be included in the overhead rate and is non-reimbursable.

b. Expense of data processing associated with any technical work product and photographic productions outside the scope of Contract deliverables will be reimbursed with prior written approval by OWNER. All other day-to-day functions including scanning of documents shall be considered an overhead function and non-reimbursable.

7. Postage/Mail

It is OWNER's preference that U.S. Mail Services (First Class and Priority Mail) be utilized for any hard-copy submittals. These expenses shall be considered a part of CONSULTANT's overhead costs and are non-reimbursable. Express Mail or overnight carriers shall not be utilized unless required for schedule commitments and must be substantiated with receipts. These expenses will be reimbursed.

8. Telephones

Office telephones and cellular telephone expenses is considered to be a part of the CONSULTANT's overhead cost and is non-reimbursable.

9. Mileage

Mileage costs incurred for local business related travel for meetings, presentations, and site visits is considered to be a part of the CONSULTANT's overhead cost and is non-reimbursable.

10. Insurance

Expense of any additional insurance coverage or limits, including professional liability insurance in excess of $2,000,000 coverage after notice to and approval from OWNER, will be reimbursed at actual cost.

SECTION VI: SUBCONTRACTS

A. Services specified by this Contract shall not be subcontracted by the CONSULTANT, without prior written approval of OWNER.

B. Approval by OWNER of CONSULTANT's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of the work. CONSULTANT shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONSULTANT's subconsultant or its sub-subconsultant.

C. The compensation due under Section V shall not be affected by OWNER's approval of CONSULTANT's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

1. Time is of the essence regarding the performance of this Contract.
2. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, it shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval.

B. Suspension

OWNER may suspend performance by CONSULTANT under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least 10 calendar days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONSULTANT its compensation, based on the percentage of the PROJECT completed or the number of hours worked, whichever is less, and earned until the effective date of suspension, less all previous payments. CONSULTANT shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance.

C. Termination

1. This Contract may be immediately terminated in whole or in part by OWNER in the event of material failure of the CONSULTANT to fulfill its obligations under this Contract.
2. This Contract may be terminated in whole or in part and at any time by the OWNER for its convenience.
3. If termination is effected by the OWNER, either for cause or for its convenience, the OWNER will pay CONSULTANT that portion of the compensation that has been earned as of the effective date of termination but:
    a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work or loss of reputation; and
    b. any payment due to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT's default.
4. Upon receipt or delivery by CONSULTANT of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all deliverables as provided in Contract Section I: Responsibility of Consultant, hereof.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONSULTANT shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONSULTANT assigned to the performance of this Contract.
6. If after termination for failure of the CONSULTANT to fulfill contractual obligations it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the CONSULTANT set forth in this section are in

addition to any other rights and remedies provided by law or afforded the OWNER or CONSULTANT under this Contract.

8. The OWNER shall not be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations, is prevented or substantially delayed by any cause, existing or future, which is beyond the control of the OWNER. Additionally, the OWNER shall have no liability for any delays arising from the actions or inactions of one or more of CONSULTANT's principals, officers, directors, employees, agents, subconsultants, vendors or suppliers which are expressly recognized to be within CONSULTANT's control.

D. Covenant Against Contingent Fees

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Gratuities

1. The OWNER may, by written notice to the CONSULTANT, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT to any officer or employee of the OWNER 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.

2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:

   a. to pursue the same remedies against the CONSULTANT as it could pursue in the event of a breach of this Contract by the CONSULTANT; and

   b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by the CONSULTANT in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Insurance

The CONSULTANT shall provide the OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit B** within 7 calendar days after OWNER request. The CONSULTANT shall obtain and maintain the insurance coverage as required in **Exhibit B**, incorporated herein by this reference. The CONSULTANT shall comply with the terms and conditions set forth in said **Exhibit B**, and shall include costs of such insurance coverage in their prices.

G. Indemnity

1. To the fullest extent permitted by Nevada law, CONSULTANT and its subconsultants of any tier,

hereby indemnifies and shall defend and hold harmless the OWNER, its officials, employees, OWNER's Representative, Authorized Representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONSULTANT's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONSULTANT or of its subconsultants or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract based upon or arising out of the professional services of the CONSULTANT. OWNER shall promptly notify CONSULTANT, in writing, of any such claim, demand, arbitration or lawsuit. CONSULTANT shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, whether or not the allegations are found to be true.

2. CONSULTANT and its subconsultants of any tier, hereby indemnifies and shall defend and hold harmless the OWNER, its officials, employees, OWNER's Representative, Authorized Representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONSULTANT's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONSULTANT or of its subconsultants or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract which are not based upon or arising out of the professional services of the CONSULTANT. OWNER shall promptly notify CONSULTANT, in writing, of any such claim, demand, arbitration or lawsuit. CONSULTANT shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, whether or not the allegations are found to be true.

H. Subconsultant Information

The CONSULTANT shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subconsultants for this Contract utilizing the attached format **(Exhibit C)**. The information provided in **Exhibit C** by the CONSULTANT is for the OWNER's information only.

I. Audits

The performance of this contract by the CONSULTANT is subject to review by the OWNER to insure contract compliance. The CONSULTANT agrees to provide the OWNER any and all information requested that relates to the performance of this contract. All requests for information shall be made in writing to the CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and shall be cause for suspension and/or termination of the contract.

J. Covenant

The CONSULTANT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONSULTANT further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Assignment

Any attempt by CONSULTANT to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

L. Governing Law

The Contract shall be governed by the law of the State of Nevada. Any litigation shall take place in Clark County Nevada.

M. Term of Contract

OWNER agrees to retain CONSULTANT for the scope of this contract. Additionally, CONSULTANT agrees to provide services as required by OWNER within the scope of this Contract. This Contract will expire one year from the execution date of this Contract listed above. The OWNER has the option to extend this contract, by written notification from the Director of Aviation, for two additional one-year terms.

N. Confidential Treatment of Information

CONSULTANT shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

O. Survivability

The terms and conditions of this Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Contract will survive.

P. Third Party Beneficiaries

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the Contract for any purpose including, but not limited to, maintaining a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

Q. ADA Requirements

All work performed or services rendered by CONSULTANT shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1991 must comply with the Americans with Disabilities Act Accessibility Guidelines.

R. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER:	JAMES C. CHRISLEY, DIRECTOR OF AVIATION CLARK COUNTY DEPARTMENT OF AVIATION P.O. BOX 11005 LAS VEGAS NV 89111-1005 (702) 261-5100
TO CONSULTANT:	CRAIG SMART, NEVADA AREA MANAGER HDR ENGINEERING, INC. 6750 VIA AUSTI PARKWAY, SUITE 350 LAS VEGAS, NV 89119 (702) 938-6000

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

By: _____
JAMES C. CHRISLEY
Director of Aviation

CONSULTANT:

HDR ENGINEERING, INC.

By: _____
CRAIG SMART
Nevada Area Manager

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____
SHERRY ROSE
Senior Attorney

EXHIBIT A

SCOPE OF SERVICES

CONTRACT LABOR SERVICES

The CONSULTANT will provide contract labor services at Harry Reid International Airport and the four general aviation airports. The CONSULTANT will perform these duties as outlined below and is expected to follow and adhere to Clark County Department of Aviation and local authority guidelines.

The OWNER anticipates requesting a combination of design project managers, construction project managers, construction inspectors, and other personnel to manage the respective daily activities of current and upcoming projects and programs. OWNER will also need the services of other CONSULTANT staff to assist with special projects. OWNER will provide a scope of work for the various types of assignments. Upon mutual agreement and negotiation, OWNER and CONSULTANT will determine if a fixed fee or a time and material fee will be used for each assignment and document this in the corresponding task order(s). CONSULTANT'S personnel will perform duties as described in the task order(s) and are expected to follow and adhere to Clark County Department of Aviation and local authority guidelines. A specific list of duties and responsibilities for the CONSULTANT'S employee(s) will be developed on a per-task-order basis to satisfy the requirements of the OWNER. The billing rates included in this contract contain the fully burdened hourly rates that can be charged by CONSULTANT for the various classifications and services.

HDR ENGINEERING, INC.

Description	2026 Rate	2027 Rate	2028 Rate	2029 Rate
Senior Construction Project Manager (Hourly)	$255.00	$268.00	$281.00	$295.00
Assistant Project Manager (Hourly)	$165.00	$173.00	$182.00	$191.00
Sr. Construction Inspector (Hourly)	$175.00	$184.00	$193.00	$203.00
Project Accountant (Hourly)	$115.00	$121.00	$128.00	$134.00
Work Truck (Monthly)	$1,450.00	$1,522.50	$1,598.63	$1,678.56

EXHIBIT B

INSURANCE REQUIREMENTS

A. During the term of this Contract, CONSULTANT shall procure and maintain insurance at its expense insuring for claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, or the CONSULTANT's agents, representatives or employees. Said policies shall be placed with an insurer admitted to write insurance in the state of Nevada or an authorized non-admitted insurer have a rating of at least A-VII or better by A.M. Best Company.

CONSULTANT shall at all times during the term of this Contract carry, maintain, and keep in full force a policy or policies of insurance as follows:

1. Worker's Compensation Insurance in accordance with laws of the State of Nevada covering CONSULTANT employees.

2. Employer's Liability Insurance with a minimum limit of $500,000.00.

3. Automobile Bodily Injury and Property Damage Liability Insurance for protection against all claims arising from the use of vehicles owned, hired, non-owned, or any other vehicle in the performance of the work included in this Contract.

Automobile Liability Insurance minimum limits as follows:

a. Bodily Injury: $1,000,000 per occurrence, and Property Damage: $1,000,000 per occurrence

or

b. Bodily Injury/Property Damage Combined: $1,000,000 per occurrence combined single limit

4. Commercial General Liability Insurance providing coverage on an Occurrence Form for operation of CONSULTANT, which includes coverages for Products and Completed Operations, Contractual Liability, Cross Liability, and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	$2,000,000
Products/Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence Limit	$1,000,000

5. Umbrella Liability Insurance off Site that is excess of the primary automobile liability, employer's liability and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than $5,000,000.

The CONSULTANT and their subconsultants will be required to maintain a $5 million General Liability policy if they are required to be on site during the Warranty period.

6. Professional Liability: Professional liability insurance shall not be less than $2,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must be maintained and evidence of insurance must be provided for at least two (2) years after completion of or termination of this contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the OWNER, or the CONSULTANT must purchase "extended reporting" coverage for a minimum of two (2) years after termination of this contract.

B. All insurance, except for Professional Liability insurance, shall be on an occurrence basis and not a claims made basis.

C. Said policies, except Worker's Compensation and Professional Liability Insurance, shall name OWNER, Clark County, Nevada, its Commissioners, Officers, Employees, related entities and Authorized Representatives as additional insured's with respect to liability arising out of the activities by or on behalf of the additional insured in connection with this project. The policies will be primary and any other insurance carried by OWNER and/or CONSULTANT shall be excess and not contributing therewith.

D. Each insurance policy supplied by CONSULTANT (or its subconsultants) must be endorsed to provide that the coverage will not be canceled or materially changed except after written notice has been given to OWNER. CONSULTANT shall provide written notice of any material change, suspension, voiding or reduction in coverage or in limits, of any insurance policy, which provides coverage required by this Agreement and would degrade the coverage and limits required herein. Said notice must be provided per policy provisions. This notice requirement does not waive the insurance requirements contained herein.

E. All required insurance coverage as stated herein will be evidenced by a current ISO (Insurance Services Office) ACORD Form 25 Certificate(s) of Insurance as well as additional insured endorsements. No General Special certificate forms will be accepted. Such Certificates will include, but will not be limited to, the following:

1. All Certificates for each insurance policy are to be signed by a person authorized by that insurer.

2. Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. The insurance companies must have a Best Rating of at least A-VII or better in the latest edition of Best's Insurance Reports. The adequacy of the insurance supplied by CONSULTANT (or its subconsultants) including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER, approval of which shall not be unreasonably withheld.

3. CONSULTANT (or its subconsultants) will furnish renewal certificates for the required insurance during the period of coverage required by this Contract.

4. CONSULTANT (or its subconsultants) will furnish renewal certificates for the same minimum coverages as required by this Contract. The notice for renewal will be submitted ten (10) days in advance of the expiration date shown on the Certificate of Insurance. If, within thirty (30) days from the date of expiration, the Certificate has still not been provided, OWNER may declare CONSULTANT (or its subconsultants) in default of its obligations under this paragraph.

5. All deductibles and self-insured retentions greater than $25,000 shall be fully disclosed in the Certificates of Insurance. Deductibles/Self-insured Retentions on any policy greater than $25,000 requires approval from the OWNER.

6. The acceptance of any Certificate of Insurance evidencing the required insurance coverage's and limits does not constitute approval or agreement by Clark County Department of Aviation that the insurance requirements have been satisfied or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements. Failure of Clark County Department of Aviation to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Clark County Department of Aviation to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

7. For any claims related to this Contract, CONSULTANT's insurance coverage shall be primary. Any insurance or self-insurance maintained by Clark County, its Commissioners, Officers, Employees, related entities, and authorized representatives shall be in excess of the CONSULTANT's insurance and shall not contribute therewith.

F. Waiver of Subrogation
CONSULTANT hereby grants to OWNER a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the OWNER by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OWNER has received a waiver of subrogation endorsement from the insurer.

G. Subconsultants
CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all of the requirements stated herein, and CONSULTANT shall ensure that the OWNER is an additional insured on insurance required from subconsultants.

H. Furnishing Insurance Policies
OWNER reserves the right to require CONSULTANT to furnish actual insurance policies for examination by OWNER.

I. Familiarity with Coverages
It is CONSULTANT's responsibility to familiarize itself with the coverages described in this Exhibit.

EXHIBIT C

SUBCONSULTANT INFORMATION

CONSULTANT shall list each subconsultant who will provide labor or a portion of the Work or improvement to CONSULTANT. The MBE, WBE, PBE, SBE, and NBE status for each subconsultant is indicated where applicable.

1. Subconsultant Name: _____
   Address: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars (for S/M/W/DBE's only): _____
   Business Enterprise Type: ☐MBE ☐WBE ☐PBE ☐SBE ☐NBE
   Ethnicity: ☐Asian ☐Black ☐Caucasian ☐Hispanic ☐Native American ☐Other: _____

2. Subconsultant Name: _____
   Address: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars (for S/M/W/DBE's only): _____
   Business Enterprise Type: ☐MBE ☐WBE ☐PBE ☐SBE ☐NBE
   Ethnicity: ☐Asian ☐Black ☐Caucasian ☐Hispanic ☐Native American ☐Other: _____

3. Subconsultant Name: _____
   Address: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars (for S/M/W/DBE's only): _____
   Business Enterprise Type: ☐MBE ☐WBE ☐PBE ☐SBE ☐NBE
   Ethnicity: ☐Asian ☐Black ☐Caucasian ☐Hispanic ☐Native American ☐Other: _____

4. Subconsultant Name: _____
   Address: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars (for S/M/W/DBE's only): _____
   Business Enterprise Type: ☐MBE ☐WBE ☐PBE ☐SBE ☐NBE
   Ethnicity: ☐Asian ☐Black ☐Caucasian ☐Hispanic ☐Native American ☐Other: _____

5. Subconsultant Name: _____
   Address: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars (for S/M/W/DBE's only): _____
   Business Enterprise Type: ☐MBE ☐WBE ☐PBE ☐SBE ☐NBE
   Ethnicity: ☐Asian ☐Black ☐Caucasian ☐Hispanic ☐Native American ☐Other: _____

☒ No subconsultants will be used.

EXHIBIT D

REQUIRED CONTRACT PROVISIONS

A. GENERAL NOTES

For purposes of this **EXHIBIT D**, the term "contract" includes subcontracts.

The CONSULTANT (including all subconsultants) shall insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The CONSULTANT is responsible for compliance with these contract provisions by any subconsultants, lower-tier subconsultant or service provider.

B. CIVIL RIGHTS - GENERAL

The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONSULTANT and subtier CONSULTANTS from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

C. CIVIL RIGHT – TITLE VI ASSURANCE

1. Title VI Solicitation Notice
The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2. Title VI Clauses for Compliance with Nondiscrimination Requirements
During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

   a. Compliance with Regulations: The CONSULTANT (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

   b. Non-discrimination: The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

   c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

   d. Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the OWNER or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a CONSULTANT's noncompliance with the Non-discrimination provisions of this contract, the OWNER will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1) Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or

2) Cancelling, terminating, or suspending a contract, in whole or in part.

f. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraphs a. through e. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

3. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

D. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT E

DISCLOSURE OF OWNERSHIP / PRINCIPALS

(SEE ATTACHED)

DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

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: 43

Business Information:

Corporate/Business Entity Name:	HDR Engineering, Inc,	
(Include d.b.a., if applicable)		
Street Address:	1917 67th St.	Website: www.hdrinc.com
City, State and Zip Code:	Omaha, NE 68106	POC Name: Jennifer Hoffman
Telephone No:	402-399-1000	POC Email: Jennifer.Hoffman@hdrinc.com
		Fax No: 402-548-5015
Nevada Local Street Address: (If different from above)	6750 Via Austi Parkway, Suite 350	Website: www.hdrinc.com
		Local POC Name: Laura Kubiak
City, State and Zip Code:	Las Vegas, NV 89119	Local POC Email: Laura.Kubiak@hdrinc.com
Local Telephone No:	702-938-6000	Local Fax No: 702-938-6060

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)
No individual or entity holds 5% or more ownership in the company.		

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.

Craig W. Smart
Signature

Craig W. Smart
Print Name

Vice President
Title

8/25/2026
Date

Revised 7/25/2014

DISCLOSURE OF OWNERSHIP / PRINCIPALS FORM

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 an employee of Clark County, 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 anyway with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative