PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
BERMUDA ROAD, CABANA DRIVE AND MCLEOD DRIVE RESURFACING

THIS CONTRACT, made and entered into this 3rd day of June, 2014, between Clark County Nevada, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY," and The Louis Berger Group, Inc., a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as "ENGINEER."

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

<table>
<thead>
<tr>
<th>ENGINEER</th>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roger J. Patton, Senior Vice President</td>
<td>Denis Cederburg, Director</td>
</tr>
<tr>
<td>The Louis Berger Group, Inc.</td>
<td>Clark County Department of Public Works</td>
</tr>
<tr>
<td>500 East Amigo Court, Suite 100</td>
<td>500 South Grand Central Parkway</td>
</tr>
<tr>
<td>Las Vegas, Nevada 89119</td>
<td>Las Vegas, Nevada 89106</td>
</tr>
<tr>
<td>(702) 736-6632</td>
<td>(702) 455-6020</td>
</tr>
</tbody>
</table>

WITNESSETH

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

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

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

ARTICLE I: DEFINITIONS

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

"Basic Services" are those services as set forth in Section 2.02.

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

"Director" means the Director of Public Works of the County of Clark and all persons designated by him, in a notice to the ENGINEER, to administer this CONTRACT.
“Direct Salary” is defined as the actual base rate of pay on an hourly basis of the ENGINEER’s employees whose time will be directly chargeable to this CONTRACT. The ranges of base rate of pay to be used by the ENGINEER under this CONTRACT are those specified in Exhibit “A” attached hereto and made a part hereof by this reference.

“P.L.S.” is a professional licensed land surveyor in the State of Nevada, performing services for this Project.

“Project Manager” is the designated person for the County of Clark, as designated by the Director to administer this CONTRACT.

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

“Special Services” are those services as set forth in Section 2.03.

“Project” means roadway resurfacing and related improvements for the following roads:

- Bermuda Road from Hidden Well Drive (not including intersection) to Sunset Road (not including intersection);
- McLeod Drive from Tropicana Avenue (not including intersection) to Flamingo Road (not including intersection);
- Cabana Drive from Flamingo Road (not including intersection) to Vegas Valley Drive (not including intersection);
- Paradise Road within UPRR right-of-way north of Pilot Road;
- Roadway resurfacing improvement options to be considered include slurry seal, 1-inch cold mill, 1-inch UTACS overlay, base failure repair and/or full-depth pavement reconstruction as needed;
- Additional improvements include sidewalk ramp reconstruction for Americans with Disabilities Act (ADA) current standards, detector loop replacement, utility adjustments, permanent striping and signing, sidewalk repair, and other necessary appurtenances required to make a good, complete, and serviceable Project;
- Coordination with the Union Pacific Railroad at the Paradise Road and Bermuda Road railroad crossings.

ARTICLE II: SCOPE OF SERVICES

2.01 In General

The ENGINEER shall perform the basic services specified in section 2.02 hereof, as well as those special services specified in section 2.03 hereof that the Director authorizes the ENGINEER in writing, to perform. Whenever the ENGINEER, in the course of performing the Basic Services, is required to present recommendations to the Director with respect to the advisability of or the need
for any Special Service, such recommendation will be in writing and shall include a recommended scope of work for such Special Services and a recommended range of fees.

If the ENGINEER recommends subcontract services, the recommendation shall also include the name(s) of the subcontractor(s) recommended by the ENGINEER and, if requested, a copy of the subcontract proposal(s).

2.01.1 Engineer Assignment

The ENGINEER shall assign Vanjeeswaran Krishna Kumar, P.E., as the Project Manager ("Project Manager"). All of the services specified by this CONTRACT shall be performed by the Project Manager, or by the ENGINEER's associates, employees and subconsultants under the personal supervision of the Project Manager. Should the Project Manager be unable to complete his or her responsibility for any reason, the ENGINEER shall notify the Director in writing, and within four (4) calendar days thereafter, nominate a replacement for the Director approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within ten (10) calendar days.

2.01.2 Subconsultant Services

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

A. To pay the subconsultant if and when the ENGINEER is paid for the subconsultant's portion of the work by the COUNTY. The ENGINEER shall provide to the COUNTY lien releases from its subconsultants.

B. The subconsultant does not have any contractual rights with the COUNTY.

C. The Director has the right in its discretion to approve every subconsultant prior to such subconsultant's performance of any portion of the Project.

D. The ENGINEER shall require that each subconsultant performing any portion of the Project:

- Is duly formed, in good standing, and authorized to do business in the State of Nevada;
- Is a duly licensed or registered architect, engineer, or other professional, as the case may be, with the State of Nevada, and such license or certificate of registration is in full force and effect;
- Has obtained any and all licenses, certificates and permits that are required to be obtained by subconsultant by the Nevada Revised Statues and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance.
applicable to subconsultant and to the performance of any part of the Project by subconsultant;

- Is duly licensed and authorized to do business in the COUNTY, and such business license is in full force and effect; and

- To comply with all laws, rules, regulations, and ordinances, as such may be amended, supplemented or modified from time to time, that are applicable to subconsultant and any portion of the Project performed by subconsultant.

2.02 Basic Engineering Services

Beginning on the date the Director notifies the ENGINEER to begin performance; the ENGINEER shall furnish the engineering services, detailed construction plans and specifications which enable the COUNTY to advertise, award, and administer a construction contract for the Project.

Without limiting the generality of the following, the Basic Services shall include the following tasks listed below and described in the following paragraphs:

A. Kickoff Meeting
B. Progress/Review Meetings
C. Utility Coordination and Location Identification
D. Permit Coordination
E. Construction Cost Estimates
F. Quality Control / Quality Assurance
G. Research
H. Site Visit
I. Special Services Recommendations
J. 30% Review Plans
K. 100% (Prefinal) Review Plans and Special Provisions
L. Final Bid Set of Plans and Special Provisions
M. Bidding Assistance Phase
N. Issued for Construction Plans

A. Kickoff Meeting: Hold a Project kick-off meeting.

At the Project kick-off meeting and at each submittal thereafter provide an updated design schedule in a Microsoft Project format.

The Project design schedule shall be provided electronically and on hard-copy and shall include all elements identified in Section 4.01 herein, projected date of advertisement for construction bids, utility conflict identification and resolution, permit applications and coordination, and progress of on-going Project action items identified by the Director, as applicable.

- Deliverable: Project kickoff meeting, meeting minutes and design schedule.
B. Progress/Review Meetings: Participate in all Project and review meetings unless otherwise determined by the Director. Schedule and facilitate three progress/review meetings. Progress Meeting #1 follows completion of the site inventories for all roadways within the Project. Progress Meeting #2 occurs at the 30% level of completion and Progress Meeting #3 occurs at the 100% (prefinal) levels of completion. The purpose of the progress/review meetings is to obtain comments from the COUNTY, and other Project stakeholders on the Project plans at the respective levels of completion.

All plans comments shall be compiled into a matrix and addressed by the ENGINEER as a written response in the matrix within ten (10) working days following the review meeting. COUNTY shall provide any additional comments on the plans and comments on the special provisions within ten (10) working days following the review meeting. ENGINEER shall incorporate all comments into the plans and special provisions prior to the next review meeting.

- Deliverable: Project review meetings and Comment matrices.

C. Utility Coordination & Location Identification: Utilities shall be located and shown on the plans based on utility agency supplied information and other information including, but not limited to research of as-built and current development plans, and field verification by the ENGINEER.

Provide utility companies and governmental agencies with plans, specifications for the Project, and other information concerning the adjustment of utility facilities necessary to construct the Project; all correspondence between utilities and ENGINEER to be copied to the Director. Obtain utility company and government agency approvals of utility adjustments Document the resolution of all utility conflicts and coordinate such with the respective utility owner and the Director.

- Deliverable: The ENGINEER will incorporate CADD line work into the Project base mapping.

D. Permit Coordination: Identify and assist the Director in obtaining all permits required for the Project. Prepare and furnish to the Director all engineering data, draft applications, and associated exhibits, which may be necessary for applications to, or permits from, railroad, local, state, and federal authorities together with the proposed resolution, if required, to the party responsible for such resolution. Provide governmental authorities with plans, specifications and other information concerning the permit necessary to construct the Project. All correspondence between governmental authorities and ENGINEER shall be copied to the Director. Document the resolution of all permit related issues and coordinate such with governmental agencies and the Director.
E. Construction Cost Estimates: Prepare detailed cost estimates by funding source and proposal forms including summaries of bid items and quantities all based upon a unit price system of bidding unless the Director prescribes another system of bidding; such estimates to be based on the best available data. The construction cost estimate shall be submitted beginning at the 30% level of completion and shall be updated through subsequent design stages.

- Deliverable: Construction cost estimates at 30% design and subsequent levels of completion.

F. Quality Control/Quality Assurance: Perform quality control/quality assurance reviews at the 100% level of completion, and make all corrections and/or revisions on all reports, drawings, specifications and any other documents prior to review by COUNTY. Final plans submittal shall include a letter from the ENGINEER certifying that all quality control/quality assurance reviews have been performed by the ENGINEER and corrections made prior to submitting to the Director. Upon request by the Director, Consultant shall furnish a copy of the quality control/quality assurance review set of plans and specifications. Additionally, the ENGINEER shall estimate the quantities of materials for the Project using the care and skill employed by professionals engaged in similar tasks. The ENGINEER shall attest to the accuracy of the plan quantities provided by the ENGINEER for the bid schedule and that such quantities have been checked by two independent calculations and any differences reconciled. The ENGINEER shall furnish a copy of the two independent worksheets of the plan quantities checking and shall attend a special quantity review meeting if necessary and as determined by the Director.

- Deliverable: Quantity check testament letter and worksheets of independent quantity checking.

G. Research: Obtain and review previous reports, prior studies, off-site improvement plans, and other information pertaining to the Project.

H. Site Visit: Conduct a visual survey of the Project site and the immediate Project site vicinity and report any indications of potential contamination or contamination generators. The site visit shall include an inventory/evaluation of existing sidewalk ramps at intersections and curb return driveways for conformance with ADA and documentation of any visual pavement failures. Perform digital video recording of the existing conditions of the Project site. The video shall be high resolution (a minimum of 1920 x 1080 pixels) at 60 frames per second and date-stamped on the frame.

- Deliverable: DVD copy of the digital video recording of existing conditions.
- Deliverable: Sidewalk ramp inventory and pavement failure locations.
I. **Special Service Recommendations:** Present recommendations to the Director as to the advisability of, or the need for, any of the Special Services as set out in Section 2.03 hereof; and upon approval of such services by the Director, plan and supervise such services in relation to the ENGINEER's other tasks.

- Deliverable: Written recommendations of Special Services

J. **30% Review Plans:** Develop preliminary plans showing the plan of the proposed roadway improvements. Field verify and identify the locations where conflicts may occur between recommended Project features and existing or proposed surface facilities. Preliminary plans and pertinent details shall be presented on half-size (11" x 17") drawings. Layout improvements and facilities in sufficient detail to establish limits of construction for the Project.

The preliminary plans to be prepared will include the cover sheet, and construction plan. The preliminary plans are to be presented at Review Meeting #2 per 2.02B.

- Deliverable: Five (5) copies of 30% half size (11" x 17") plans and one (1) electronic (pdf) file of the pre-final plans.

K. **100% (Prefinal) Review Plans and Special Provisions:** Upon written notice to proceed, prepare the design plans and specifications at the pre-final stages unless otherwise determined by the Director.

The design plans to be prepared will include the cover sheet, sheet layout and index of drawings, legend and abbreviations, general notes, estimate of quantities, construction plan, permanent signing and striping plan, and any other proposed facility plans required for the Project.

The plans and special provisions are to be presented at Review Meeting #3 per 2.02B.

- Deliverable: Five (5) copies of 100% (pre-final) complete half size (11" x 17") and two (2) full-size (24" x 36") sets of plans, and one (1) electronic (pdf) file of the pre-final plans.
- Deliverable: One (1) hard copy and one (1) electronic (pdf) of the special provisions.

L. **Final Bid Set of Plans and Special Provisions:** Complete and furnish to the Director final one hundred percent (100%) plans and specifications ready for advertisement for construction bids along with a detailed engineers cost estimate; final Permit Matrix and Permit Applications, prior review comments, all in a form approved by the Director and suitable for reproduction. A summary of all reviews and comments made on the pre-final submittals shall be provided, complete with appropriate responses.
• Deliverable: One (1) set of final plans at half size (11" x 17") and full-size (24" x 36") each to scale, one (1) set of special provisions and all design updates as needed or as required by the Director. Two (2) sets of CD ROMs of final plans, special provisions, technical appendices, and current downloaded Clark County Uniform Standard Specifications/Drawings in .pdf format or other appropriate format shall be submitted upon request of the Director.

M. Bidding Assistance Phase: The bidding assistance phase will begin once the COUNTY advertises the Project for construction bids. Typical items completed during this phase include:

Participate in the pre-bid conference, answer contractors' questions, prepare addenda, attend the bid opening, tabulate the bids, analyze the bids for mistakes and anomalies, and provide a contractor recommendation.

• Deliverable: Spreadsheet as furnished by COUNTY that includes bid form, bid tabulation, and low bid by funding source.

N. Issued for Construction Plans: Within thirty (30) days following opening of construction bids for the Project, furnish to the Director full and half size reproducible plans (one set of each) and special provisions, and two (2) sets of CD ROMs with all drawing files in AutoCAD’s “.dwg” format or “.dxf” format incorporating all revisions, clarifications and addenda identified during bidding in “.pdf” or other appropriate format and as requested by the Director. These documents shall constitute the “Issued for Construction” contract documents. Each drawing sheet shall be dated and stamped to indicate “Issued for Construction Plans.” The cover or index sheet of the special provisions shall be dated and stamped to indicate “Issued for Construction Specifications.”

• Deliverable: One (1) set of “Issue for Construction” full-size (24" x 36") and half size (11" x 17") plans each to scale, and special provisions with two sets of CD ROMs containing all drawings files and technical appendices.

2.03 Special Services

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

The ENGINEER shall submit a written request to the Director for each Special Service desired to perform. The written request shall include a detailed description for the work to be performed, an amount “not to exceed” for each Special Service to be performed, and the time of performance to complete the Special Service. The ENGINEER shall perform the following Special Services if, as, and when approved in writing by the Director in the amount “not to exceed” and time period approved by the Director. Compensation will only be provided for work completed as authorized in writing by the Director up to the total maximum amount for the Special Services listed below as specified in Section 5.02:
A. Provide additional design and related services in the event the Director finds it necessary to perform additional work not specified in Sections 2.02, but required for and related to the Project.

B. Perform field surveys.

C. Include Project P.L.S. stamped copies of all work, prepare P.L.S. stamped legal descriptions; perform office computations and drafting related to the tasks in this Section 2.03.

D. Assist the COUNTY as an expert witness in any litigation with third parties or administrative proceedings arising in relation to the Project.

E. Perform services related to a re-advertisement for bids not caused by the ENGINEER's failure to perform in the first instance.

F. Perform post-design services as requested by the COUNTY in writing after, the COUNTY awards the construction of this Project to a contractor. Items may include:

1. Respond to contractor initiated requests for additional information.

2. Attend construction meetings and field meetings, as requested by the COUNTY.

3. Review and make recommendations on shop drawings submittals made during construction of the Project.

G. Cause a registered professional engineer, who has substantial responsibility with respect to the design and preparation of the plans and specifications for the Project, to make periodic visits to the construction site to observe the progress and general quality of the work. Such visits shall be made at a frequency as specified by the Director. After each visit, the ENGINEER shall make a written report to the Director with respect to the progress and general quality of the work and the relationship of the work to the construction contract documents. This task shall not be construed to include the services of a Resident Project Representative.

H. Present written recommendations with respect to items submitted by the Director to the ENGINEER for evaluation under a "substitution clause" of a construction contract, evaluate the items and revise the plans and specifications accordingly.

I. Provide written responses to requests from the Director for technical clarifications and information during construction of the Project when such clarifications and need for technical information are not the result of error or omission on the part of the ENGINEER.
J. Following completion of Project construction and within sixty (60) days of receipt of hard copy as-built mark-ups, furnish to the Director full and half size drawings, and two (2) sets of CD ROMs with all drawing files in AutoCAD’s “.dwg” format or “.dxf”, formats incorporating all revisions and clarifications identified during construction and as requested by the Director. These documents shall constitute the “Record” contract documents. Each drawing sheet shall be dated and stamped to indicate “Record Drawings.” The ENGINEER shall also return the hard copy as-built mark ups to the Director. An index of all drawing files, including reference files, shall also be provided.

2.04 Coordination

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

2.05 Approvals Required

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

2.06 Engineer’s Responsibility for Accuracy

ENGINEER is responsible for the accuracy on their drawings, plans, calculated quantities, specifications, and proposals furnished by the ENGINEER under this CONTRACT.

All items of improvements and work shown on final drawings and plans must be accurately set forth in the bid schedule prepared by the ENGINEER.

ARTICLE III: DUTIES OF THE COUNTY

3.01 Other Duties

A. Provide access to the ENGINEER for all data and allow the ENGINEER to make copies of documents in the possession and control of the COUNTY Public Works Department, or available to the COUNTY Public Works Department, which are requested by the ENGINEER to perform its engineering services under this CONTRACT.

B. Perform and provide to the ENGINEER, evaluations on the ENGINEER's performance of the work specified herein. Evaluations will be made after the COUNTY has awarded a bid for the construction of the Project.
### ARTICLE IV: TIME OF PERFORMANCE

#### 4.01 Time of Performance

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

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Completion Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.02 A</td>
<td>Kickoff Meeting</td>
<td>Within ten (10) calendar days following the receipt of the notice from the Director to begin work under this CONTRACT.</td>
</tr>
<tr>
<td>2.02 B, C, D, E, F, G, I</td>
<td>Progress/Review Meetings, Utility and Permit Coordination, Construction Cost Estimates, QA / QC, Research, Special Services</td>
<td>Throughout the duration of the CONTRACT as needed to support deliverables.</td>
</tr>
<tr>
<td>2.02 H</td>
<td>Site Visit</td>
<td>Within fifteen (15) calendar days following the receipt of the notice from the Director to begin work under this CONTRACT.</td>
</tr>
<tr>
<td>2.02 J</td>
<td>30% Review Plans</td>
<td>Within thirty (30) calendar days following the receipt of the notice from the Director to begin work under this CONTRACT.</td>
</tr>
<tr>
<td>2.02 K</td>
<td>100% Review Plans and Special Provisions</td>
<td>Within sixty (60) calendar days following receipt of COUNTY comments on the 30% Review Plans.</td>
</tr>
<tr>
<td>2.02 L</td>
<td>Final Bid Set of Plans and Special Provisions</td>
<td>Within fifteen (15) calendar days following receipt of COUNTY comments on the 100% Review Plans.</td>
</tr>
<tr>
<td>2.02 M</td>
<td>Bidding Assistance Phase</td>
<td>Beginning when Project is advertised and lasting until Project is awarded to low bidder.</td>
</tr>
<tr>
<td>2.02 N</td>
<td>Issued for Construction Plans</td>
<td>Within thirty (30) days following opening of construction bids for the Project.</td>
</tr>
<tr>
<td>2.03 A-K</td>
<td>Special Services</td>
<td>Within time period as specified by the Director.</td>
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</tbody>
</table>

The ENGINEER shall complete all Basic Services and authorized Special Services within completion times as set forth above and by the end of December 31, 2015, unless the COUNTY amends such date.

#### 4.02 Time Extensions

Upon written request of the ENGINEER, the Director may grant time extensions to the extent of any delays caused by the COUNTY or other agencies with whom the work must
be coordinated and over whom the ENGINEER has no control, but only to the extent that
the exercise of due diligence and care, on the part of the ENGINEER, within the scope of
its work under this CONTRACT could not have avoided such delays and to the extent of
any delays caused by force majeure, as that term is defined in Section 9.11 hereof.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of
money equal to the Basic Service fees plus the Special Service fees, if, as, and when
approved by the Director, and provided, however, that under no circumstances may the
total amount payable to the ENGINEER under this CONTRACT or in connection with
the subject matter of this CONTRACT, exceed the sum of Eighty-nine thousand, two-
hundred, eighty-two and 73/100 Dollars ($89,282.73) for the Basic Service fees, and up
to Twenty-eight thousand, three-hundred, seventy-three and 03/100 Dollars ($28,373.03)
for Special Services unless such sums are increased by the Clark County Board of
Commissioners, but only to the extent such total sums are increased.

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

5.02 Basic Services and Special Services Fees

Compensation for the engineering services provided herein will be made on the basis of
ENGINEER’s direct salary, times a multiplier not to exceed of 2.79 plus direct non-
salary expenses, plus actual approved subcontractor or subconsultant costs. The
ENGINEER shall provide certified payrolls and Federal or State audited overhead rates at
the Director’s request.

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

A. Identifiable reproduction costs applicable to the work, such as printing, binding,
and related expenses.

B. Subconsultant or subcontractor services provided the COUNTY has given written
prior approval for such service.

The Basic Services and Special Service fees shall not be paid to the ENGINEER unless
the Director approves the purpose and the amount of such fees in writing.
In no event may the fees exceed the following Basic Services and the Special Services fees shown below in purposes or amounts:

<table>
<thead>
<tr>
<th>TASK</th>
<th>MAXIMUM AMOUNTS</th>
</tr>
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<tbody>
<tr>
<td>Basic Services 2.02</td>
<td>$89,292.73</td>
</tr>
<tr>
<td>Special Services 2.03</td>
<td>$28,373.03</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total Basic and Special Services</td>
<td>$117,655.76</td>
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</table>

5.03 Method of Payment for Basic and Special Services Fees

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

Fees shall be invoiced in the 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.

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

The parties hereby agree that no penalty will be imposed upon the COUNTY for failure to pay the ENGINEER in a timely manner nor will the COUNTY require a discount for timely payment in accordance with the terms set forth in this CONTRACT.
ARTICLE VI: DESIGN CRITERIA; APPROVALS

6.01 Design Criteria

The ENGINEER shall employ design criteria established by the most recent publications of the American Association of State Highway and Transportation Officials (AASHTO) and standards established by the current policies and procedures of the Regional Transportation Commission of Southern Nevada, as well as those adopted by the Clark County Board of Commissioners. These shall include the most recent editions of the following publications:

A. A Policy of Geometric Design of Highways & Streets and American Association of State Highways & Transportation Officials (AASHTO).

B. Uniform Standards Specifications for Public Works’ Construction of Off-Site Improvements, Clark County, Nevada, Regional Transportation Commission of Southern Nevada.

C. Uniform Standard Drawings for Public Works Construction of Off-Site Improvements, Clark County Area, Nevada Volumes I and II.


E. Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District.

F. Standard Specifications for Road and Bridge Construction, State of Nevada Department of Transportation.

G. Standard Plans for Road and Bridge Construction, State of Nevada Department of Transportation, English edition.


6.02 Approvals

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

A. Specific items and the characteristics of such items subject to such a waiver; and,

B. This Article VI, and in such event, such a waiver shall only be effective as to the specific items and the characteristics thereof identified in the writing.
The COUNTY’s approval herein shall not relieve the ENGINEER of its responsibility to correct errors on the drawings, plans, specifications and proposals furnished by the ENGINEER under this Contract, and no payment to the ENGINEER will be made by the COUNTY for correction of such errors.

ARTICLE VII: TERM AND TERMINATION

7.01 In General

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

7.02 Termination by the COUNTY

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

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

8.01 **In General**

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

8.02 **Insurance Coverages**

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

A. The ENGINEER will maintain general liability coverage at limits of no less than One Million and 00/100 Dollars ($1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an “occurrence” basis only and not on a “claims made” basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as “additional insureds.”

B. Maintain automobile coverage at limits of no less than One Million and 00/100 Dollars ($1,000,000.00) combined single limit “per accident” for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile. The COUNTY, its officers, its employees, and its designated volunteers must be expressly covered as “additional insureds.”

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

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) without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance. Any notice given to the ENGINEER with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company’s rating, as shown in the latest “Best’s Key Rating Guide” shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the ENGINEER, including the rating and financial health of each insurance company providing coverages, is subject to approval by the COUNTY.

8.03 Additional Coverage

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

8.04 Notice of Cancellation

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

8.05 Special Conditions

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

8.06 COUNTY's Remedies

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

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

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

ARTICLE IX: MISCELLANEOUS PROVISIONS

9.01 Indemnification

A. ENGINEER agrees to indemnify, defend and hold harmless CONNTY and all its officers, agents, employees and independent contractors and each of them from and against any and all claims, causes of action, 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. 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.

B. ENGINEER will not be required to defend, indemnify or hold harmless the public body or the employees, officers 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 of the COUNTY.
C. 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 attorney’s 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’s and its principals, employees, agents, consultants, and/or contractor’s performance or failure to perform, under the terms of this CONTRACT.

This entire Section 9.01 survives any termination or completion of this CONTRACT.

9.02 Non-Discrimination

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

9.03 Engineer’s Responsibility for Services and Materials

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

9.04 Independent Contractor

The relationship of the ENGINEER to the COUNTY shall be that of an independent contractor.
9.05 **Business Structure and Assignments**

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

9.06 **Subcontractors**

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

9.07 **Parties and Interests**

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

9.08 **Non-waiver**

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

9.09 **Applicable Laws**

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

9.10 **Notices**

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

9.11 **Property: Copyrights**

The ENGINEER shall furnish to the COUNTY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Director, design computations, design sketches and review drawings) prepared pursuant to this CONTRACT (hereinafter collectively referred to as “Documents”). The originals of such Documents shall be and remain the property of the COUNTY.
All of such Documents shall be deemed to be “works made for hire” prepared for the COUNTY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the COUNTY when any such is subject to copyright. The ENGINEER agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The ENGINEER further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Clark County Board of Commissioners. The ENGINEER shall place a conspicuous notation upon each such Document which indicates that the copyright thereto is owned by the COUNTY.

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

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

9.12 **Force Majeure**

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

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

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

9.14 ** 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.

THE LOUIS BERGER GROUP, INC.  

CLARK COUNTY, NEVADA

ROGER L. PATTON  
Senior Vice President

DONALD G. BURNETTE  
County Manager

APPROVED AS TO FORM:

CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

ATTEST:

DIANA ALBA  
County Clerk
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<th>CLASSIFICATION</th>
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<td>(Not to Exceed)</td>
<td>(Standard Rates)</td>
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<td>Principal</td>
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<td>Quality Control Manager</td>
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<tr>
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<td>Technician</td>
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**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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<th>Business Entity Type</th>
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<td>☐ Partnership</td>
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<td>☐ Limited Liability Company</td>
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<td>☐ Non-Profit Organization</td>
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<th>Minority Business Enterprise</th>
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<td>Women-Owned Business Enterprise</td>
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<tr>
<td>Small Business Enterprise</td>
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<tr>
<td>Physically Challenged Business Enterprise</td>
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**Corporate/Business Entity Name:** The Louis Berger Group, Inc.

**(include d.b.a., if applicable)**

**Street Address:** 412 Mount Kemble Avenue

**City, State and Zip Code:** Morristown, NJ 07962

**Telephone No:** 973/407-1000

**Local Address:** 500 Amino Court, Suite 100

**Local Telephone No:** 702/736-6632

**City, State and Zip Code:** Las Vegas, NV 89119

**POC Name and Email:**

**Website:** louisberger.com

**Fax No:** 973/267-6488

**Local Fax No:** 702/736-0704

**Local POC Name Email:** sdudley@louisberger.com

**Number of Clark County Nevada Residents Employed:** 39

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.

<table>
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<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
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<tr>
<td>Berger Group Holdings, Inc.</td>
<td>N/A</td>
<td>16.16</td>
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<tr>
<td>Fredric Steven Berger</td>
<td>Chairman</td>
<td>13.44</td>
</tr>
<tr>
<td>Francois Farhi</td>
<td>N/A</td>
<td>8.90</td>
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<tr>
<td>Nicholas J. Masucci</td>
<td>Director</td>
<td>5.25</td>
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**This section is not required for publicly-traded corporations.**

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

   ☐ Yes  ☒ No  

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

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

**Signature**

Roger J. Patton, PE

**Print Name**

**May 16, 2014**

**Date**
## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

(Mark N/A, if not applicable.)

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</th>
<th>COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT</th>
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* County employee means Clark County, University Medical Center, Department of Aviation, 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
NEVADA STATE BOARD OF PROFESSIONAL ENGINEERS
AND LAND SURVEYORS
1755 E. PLUMB LANE, RENO, NEVADA 89502-3632 • (775) 688-1231 • FAX (775) 688-2991
board@boe.state.nv.us

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

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

INSTRUCTIONS

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

I - Public Works Project Awarding Agency

Clark County
Agency

Public Works Design Engineering
Department

500 S. Grand Central Parkway, #2001
Address 1

Address 2

Las Vegas
City
(702) 455-6043
Phone Number
(702) 455-6113
Fax Number

II - Firm Awarded Public Works Project

The Louis Berger Group, Inc.
Firm Name

500 East Amigo Court, Suite 100
Address 1

Address 2

Las Vegas
City
(702) 736-6632
Phone Number
(702) 736-1457
Fax Number

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

NV
State
89119
Zip

Kingston@ClarkCountyNV.Gov
Email

III - Project Description

Bermuda Road, Cabana Drive and McLeod Drive Resurfacing
Project Name

Resurface Bermuda Road from Hidden Well Drive to Sunset Road; Resurface Cabana Drive from flamingo Rd. to Vegas Valley Dr.
Project Description - Provide the services for which the design professional(s) were selected. Attached extra sheet(s) if required.

Resurface Paradise Road within the UPRR right-of-way north of Pilot Road.

Resurface McLeod Drive from Tropicana Avenue to flamingo Road. Upgrade sidewalk ramps to current ADA standards.
**IV - Local Preference:** Did selected firm receive local preference per NRS 338?  □ Yes  ☑ No

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type and Discipline</th>
<th>License Number</th>
<th>Certificate Number</th>
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Use additional sheet(s) if more certified licensees were considered in this selection.

**VI - Person Completing Posting Form**

Kathleen L. Kingston  

Signature  

05/15/2014  

Date

Kathleen L. Kingston  

Name

Principal Civil Engineer  

Title

(702) 455-6043  

Kingston@ClarkCountyNV.Gov  

Phone Number  

Email
Dear NV State Board of PE & PLs:

Re: Nevada Government Entity Filing of Awarded Public Works Projects for Posting on Board Website

Clark County Public Works intends to award a contract to The Louis Berger Group, Inc. for engineering services for the Bermuda Road, Cactus Drive and McLeod Drive Resurfacing project, at an upcoming Board of County Commissioners Meeting.

If you have questions or need additional information, please contact me.

Kathleen L. Kingston, P. E., Principal Civil Engineer

Clark County Public Works Design Engineering
800 South Grand Central Parkway, Suite 2001, Las Vegas, NV 89186

This Message Originated From The Following Public Works Office/Fax Machine:
Design Engineering (702)455-6113; 500 S. Grand Central Pkwy, 2nd Flr, Las Vegas, NV 89155
Dear NV State Board of PE & PLS:

Re: Nevada Government Entity Filing of Awarded Public Works Projects for Posting on Board Website

Clark County Public Works intends to award a contract to The Louis Berger Group, Inc. for engineering services for the Bermuda Road, Cactus Drive and McLeod Drive Resurfacing project, at an upcoming Board of County Commissioners Meeting.

If you have questions or need additional information, please contact me.

Kathleen L. Kingston, P. E., Principal Civil Engineer

Clark County Public Works Design Engineering
500 South Grand Central Parkway, Suite 2001; Las Vegas, NV 89155

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

Design Engineering (702)455-6113; 500 S. Grand Central Pkwy, 2nd Flr, Las Vegas, NV 89155