CONTRACT NO. 2459-VS

CONTRACT DOCUMENT

VERIFICATION SURVEYING SERVICES

LAS EXTEND TAXIWAY C

VTN NEVADA

OCTOBER 2, 2018

McCARRAN INTERNATIONAL AIRPORT
DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA
McCARRAN INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

CONTRACT DOCUMENT

VERIFICATION SURVEYING SERVICES

LAS EXTEND TAXIWAY C

CONTRACT NO. 2459

McCARRAIN INTERNATIONAL AIRPORT
LAS VEGAS, NEVADA

DOCUMENT INDEX

CONTRACT

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EXHIBIT "B" - SPECIAL CONDITIONS

EXHIBIT "C" - COMPENSATION CONDITIONS

EXHIBIT "D" - TECHNICAL SPECIFICATIONS

EXHIBIT "E" - REQUIRED CONTRACT PROVISIONS
# McCarran International Airport
## Clark County, Nevada
### Verification Surveying Services

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<tr>
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<td>15</td>
</tr>
</tbody>
</table>
CONTRACT

THIS Contract, made and entered into this _______ day of __________, 2018 between Clark County, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER", and VTN NEVADA, a Corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "SURVEYOR".

WITNESSETH: That the said SURVEYOR having been awarded a Contract to provide Verification Surveying Services on Construction Contracts including, but not limited to,

LAS EXTEND TAXIWAY C

in accordance with the Proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by SURVEYOR and OWNER, SURVEYOR hereby covenants and agrees to and with OWNER to undertake and execute all of the said named Work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the Work ready for use, in strict accordance with all the provisions of the Contract including the following Exhibits attached hereto and made a part hereof:

Contract
Exhibit "A" - General Conditions
Exhibit "B" - Special Conditions
Exhibit "C" - Compensation Conditions
Exhibit "D" - Technical Specifications
Exhibit "E" - Required Contract Provisions

and accept as full compensation for the satisfactory performance of this Contract at the unit prices contained in the Compensation Conditions 2.0, Unit Price Form, not to exceed the sum of ONE HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND ZERO CENTS ($165,570.00). This amount represents a not to exceed fee for services ($150,570.00) and an OWNER's Special Allowance ($15,000.00).

The prices named in the Contract are for the completed Work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the Work until it is accepted by the Board of County Commissioners.

SURVEYOR shall commence the Work to be performed under this Contract on the date set by OWNER in the written notice to proceed, continuing the Work with diligence and shall complete the entire Work in a timely manner.

Verification Surveying Contract

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Prior to execution of the Contract, SURVEYOR shall furnish to OWNER certificates of insurance evidencing the existence of valid, in force insurance policies for the limits and coverage as described in Exhibit “A” - General Conditions, Article 22.0 – Insurance. Original Certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.

SURVEYOR is expected to visit the Jobsite and become familiar with existing conditions under which the Services are to be performed and which may impact budget or schedule. Execution of the Contract shall be construed as confirmation that SURVEYOR is familiar with the Jobsite and conditions involved.

Time for completion of the Work as provided by the Contract is admitted by SURVEYOR to be sufficient to allow completion of its Work in a timely manner.
IN WITNESS WHEREOF, the Board of County Commissioners of Clark County, Nevada, has made and executed this Contract on behalf of the said OWNER, and SURVEYOR has hereunto set its hand and seal the day and year above written.

CLARK COUNTY, NEVADA

BY: ROSEMARY A. VASSILIADIS
Director of Aviation

NOTE: Witnesses not required for Corporation, but Corporate Certificate must be complete. Two witnesses required for Partnerships and Individuals. Partnerships must complete Partnership Certificate.

Witness:

BY: GENE KRAMETBAUER
President

Witness:

APPROVED AS TO FORM:

BY: TIMOTHY BALDWIN
Deputy District Attorney
SURVEYOR shall list each Consultant or Subconsultant who will provide labor or a portion of the Work or improvement to SURVEYOR.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Work Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VTN Nevada

By: [Signature]

Gene Krametbauer
President

Date: 8/15/18
ATTACHMENT NO. TWO
STATEMENT ON PARTICIPATION IN CONTRACTS SUBJECT TO EQUAL EMPLOYMENT
OPPORTUNITY CLAUSE

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

SURVEYOR shall complete the following statement by checking the appropriate boxes:

SURVEYOR has ✓ not ___ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

SURVEYOR has ✓ not ___ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representation indicating submission of required compliance reports signed by proposed Subconsultants will be obtained prior to award of Subcontracts.

If SURVEYOR has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, SURVEYOR, shall submit a compliance report on Standard Form 100, *Employee Information Report EEO-1* prior to the award of Contract.

SURVEYOR will comply with the provisions of NRS 338.125 (2) and NRS 338.130. Failure to comply with these provisions will render the Contract void.

VTN Nevada

By: [Signature]
Gene Krametbauer
President

Date: 8/5/18
At the meeting of the Board of Clark County Commissioners on February 20, 1996, the Board adopted a Strategic Plan to promote and encourage a greater degree of participation of small, minority, women-owned, and other socially and economically disadvantaged businesses in the Clark County procurement process of construction projects, commodities and services. The Board of Clark County Commissioners wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process of Clark County. Therefore, the OWNER expects the SURVEYOR to solicit small, minority, women-owned and Disadvantaged Business Enterprises certified in accordance with U.S. Department of Transportation Regulations, 49 CFR Part 26, as subconsultants and material suppliers. The SURVEYOR shall make good faith efforts to work with the OWNER to fulfill the joint commitment to these business enterprises.

SURVEYOR will be required to submit information concerning the S/M/W/DBEs who will participate in this Contract. The information will include the name and address of each minority, woman or DBE firm, a description of the work to be performed by each named firm, and the dollar value of the subcontract. If SURVEYOR fails to utilize any S/MW/DBE participation, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

Gene Krametbauer  
President  

Date: 8/15/18
I certify that N/A (S/M/W/DBE Firm Name) has agreed to participate
with ____________________________ in Contract No. __________ as a
(SURVEYOR Name)
subconsultant / supplier. The agreed upon subcontract amount or estimated purchase amount is
$__________________.

By: ____________________________
   (S/M/W/DBE Firm Authorized Representative)

Title: ____________________________

Company: ____________________________
   (S/M/W/DBE Firm)

This assurance shall be executed by a duly authorized representative of the S/M/W/DBE participant. Copies
may be made for each S/M/W/DBE participant.

Date: 8/15/18
ATTACHMENT NO. FIVE
S/M/W/DBE SUBCONSULTANT/VENDOR INFORMATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

<table>
<thead>
<tr>
<th>S/M/W/DBE FIRM NAME:</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER:</td>
<td></td>
</tr>
<tr>
<td>S/M/W/DBE BUSINESS ENTERPRISE TYPE:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Small Business Enterprises (SBE)</td>
</tr>
<tr>
<td></td>
<td>Minority Business Enterprises (MBE)</td>
</tr>
<tr>
<td></td>
<td>Women Business Enterprise (WBE)</td>
</tr>
<tr>
<td></td>
<td>Disadvantaged Business Enterprises (DBE)</td>
</tr>
<tr>
<td>ETHNICITY:</td>
<td>Asian Pacific American</td>
</tr>
<tr>
<td></td>
<td>Subcontinent Asian American</td>
</tr>
<tr>
<td></td>
<td>Black American</td>
</tr>
<tr>
<td></td>
<td>Native American</td>
</tr>
<tr>
<td></td>
<td>Hispanic American</td>
</tr>
<tr>
<td></td>
<td>Caucasian</td>
</tr>
<tr>
<td>DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED:</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF SUPPLIES TO BE FURNISHED:</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:</td>
<td></td>
</tr>
</tbody>
</table>

(PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED)

For all Firms listed as S/M/W/DBE's, attach a copy of the current certification.

Total Contract Amount: $__________
Total S/M/W/DBE Amount: $__________
Percentage of S/M/W/DBE Participation: ____________% 

VTN Nevada

By: [Signature]
Gene Krametbauer
President

Date: 5/15/18

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ATTACHMENT NO. SIX
S/M/W/DBE PARTICIPATION STATEMENT

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

The purpose of this form is so that SURVEYOR can substantiate that a good faith effort has been made in soliciting S/M/W/DBE participation for this Contract. This form must be completed when no S/M/W/DBE Participation is utilized.

1. List general circulation, trade association, and minority focus media where subcontracting opportunities were advertised. Provide proof of advertising.

   N/A

2. Plans, specifications and requirements of the Contract were provided to the following S/M/W/DBEs, in sufficient time for them to prepare a subcontract Proposal.

   N/A

3. The following S/M/W/DBEs were contacted by SURVEYOR as a follow up to Item 2, above.

   N/A

4. What portions of the work did SURVEYOR select to be performed by S/M/W/DBEs in order to make a good faith effort to solicit S/M/W/DBE Participation, including where appropriate, breaking down contracts into economically feasible units to facilitate S/M/W/DBE participation?

   N/A

VTN Nevada

By:  

Gene Krametbauer  
President

Date:  8/15/15

Verification Surveying Contract  
Contract No. 2459-VS  
Contract  
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5. With what S/M/W/DBE firms did SURVEYOR negotiate in good faith, not rejecting S/M/W/DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities?  
   N/A  

6. If a S/M/W/DBE Proposal was rejected, state why on the attached S/M/W/DBE Unavailability Certification Form.  
   N/A  

7. With what S/M/W/DBE firms did SURVEYOR make efforts to assist in obtaining bonding, lines of credit or insurance required by the Contract?  
   N/A  

8. Name the organizations, which SURVEYOR contacted to secure the services of S/M/W/DBEs, such as DBE Directors, Clark County Business Litigation Directory, disadvantaged subconsultant’s groups, minority chambers, local, state and Federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of S/M/W/DBEs.  
   N/A  

By:  
Gene Krametbauer  
President  

Date:  5/15/18
ATTACHMENT NO. SIX
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

Please provide copies of reply letters from S/M/W/DBEs or if no reply was obtained, attach copy of registered or certified letters.

SURVEYOR agrees to verify, to the maximum extent possible; i.e. through the use of recognized directories, trade organization listings, minority and women chamber memberships, or proof of S/M/W/DBE certification, that the S/M/W/DBE firms engaged to provide materials or services in the completion of the project (a) is a bona fide S/M/W/DBE; and (b) has executed a binding contract to provide specific materials or services for a specific dollar amount.

Certification that the S/M/W/DBE has executed a binding contract with SURVEYOR for materials or services should be provided to OWNER at the time SURVEYOR's Contract is signed by OWNER.

During the period of the Contract, SURVEYOR agrees to make a good faith effort to replace a terminated S/M/W/DBE subconsultant with another S/M/W/DBE subconsultant.

Prior to final payment, SURVEYOR agrees to submit to OWNER the actual dollar breakdown on S/M/W/DBE participation on referenced project.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind SURVEYOR to the commitment herein set forth.

By: ____________________________
   Gene Krametbauer
   President

Date: 8/15/15

Verification Surveying Contract

Contract No. 2459-VS
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# ATTACHMENT NO. SIX
# S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

## S/M/W/DBE UNAVAILABILITY CERTIFICATION

This form is part of the contract and must be fully executed.

---

I, [Name] (Title), certify that on [Date], I contacted the following S/M/W/DBE subconsultants to obtain a Proposal for work items to be performed on Project No. 2459.

<table>
<thead>
<tr>
<th>S/M/W/DBE CONSULTANT</th>
<th>Work Items</th>
<th>Form of Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sought</td>
<td>Sought</td>
</tr>
</tbody>
</table>

---

VTN Nevada

By: [Signature]

Gene Kramet Bauer
President

Date: 8/15/15

---

Verification Surveying Contract

Contract No. 2459-Ver
ATTACHMENT NO. SIX
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

S/M/W/DBE UNAVAILABILITY CERTIFICATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

THIS PAGE MAY BE DUPLICATED AND SHALL BE COMPLETED FOR EACH M/W/DBE SUBCONSULTANT THAT WAS SOLICITED.

To the best of my knowledge and belief, said S/M/W/DBE Subconsultant was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

__________________________________________________________________

(Name of S/M/W/DBE SUBCONSULTANT)

was offered an opportunity to propose on the above identified work on __________________________ (_Date)________________________

VTN Nevada

Gene Krametbauer
President

Date: 8/15/18
1. **Gene O. Krambauer**, certify:
   1. That I am the President of the corporation named in the foregoing Contract; and 
      and
   2. That **Gene O. Krambauer**, who signed said Contract on behalf of SURVEYOR was then President of the said corporation; and
   3. That said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and that such authority is within the scope of its corporate powers.

[Signature]

Corporate Seal
ATTACHMENT NO. EIGHT
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

This Form shall be included in the Contract. SURVEYOR shall re-issue the Disclosure of Ownership/Principals Form if, at any time during the Contract period, there are changes to the Form.
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Business Entity Type (Please select one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[□] Sole Proprietorship</td>
</tr>
<tr>
<td>[ ] Partnership</td>
</tr>
<tr>
<td>[ ] Limited Liability Company</td>
</tr>
<tr>
<td>[ ] Corporation</td>
</tr>
<tr>
<td>[ ] Trust</td>
</tr>
<tr>
<td>[ ] Non-Profit Organization</td>
</tr>
<tr>
<td>[ ] Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Designation Group (Please select all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] MBE</td>
</tr>
<tr>
<td>[ ] WBE</td>
</tr>
<tr>
<td>[ ] SBE</td>
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<tr>
<td>[ ] PBE</td>
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<tr>
<td>[ ] VET</td>
</tr>
<tr>
<td>[ ] DVET</td>
</tr>
<tr>
<td>[ ] ESB</td>
</tr>
<tr>
<td>[ ] Minority Business Enterprise</td>
</tr>
<tr>
<td>[ ] Women-Owned Business Enterprise</td>
</tr>
<tr>
<td>[ ] Small Business Enterprise</td>
</tr>
<tr>
<td>[ ] Physically Challenged Veteran Owned Business</td>
</tr>
<tr>
<td>[ ] Veteran Owned Business</td>
</tr>
<tr>
<td>[ ] Disabled Veteran Owned Business</td>
</tr>
<tr>
<td>[ ] Emerging Small Business</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Corporate/Business Entity Name:</th>
<th>VTN Nevada</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include d.b.a., if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>2727 S. Rainbow Blvd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State and Zip Code:</td>
<td>Las Vegas, NV 89146</td>
</tr>
<tr>
<td>Telephone No:</td>
<td>702-873-7550</td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://www.vtnnv.com">www.vtnnv.com</a></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:genek@vtnnv.com">genek@vtnnv.com</a></td>
</tr>
</tbody>
</table>

**Full Name**

<table>
<thead>
<tr>
<th>President</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gene D. Krametbauer</td>
<td>President</td>
<td>66.6%</td>
</tr>
<tr>
<td>Robert C. Hosea, III</td>
<td>Principal</td>
<td>5.3%</td>
</tr>
<tr>
<td>Anthony Zicari</td>
<td>Principal</td>
<td>5.3%</td>
</tr>
</tbody>
</table>

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?  
[ ] Yes  [x] 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, grandson/grandmother, 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, lease or exchanges without the completed disclosure form.

Signature:  
Gene D. Krametbauer  
Print Name:  
[Signature]  
President:  
[Signature]  
Date: 12/18/18  
(signed)

REVISED 7/29/14
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/OFFICIAL'S DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
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</tr>
</tbody>
</table>

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

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

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

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

For County Use Only:
If any Disclosure of Relationship is noted above, please complete the following:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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<table>
<thead>
<tr>
<th>GC NO.</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>AUTHORIZED REPRESENTATIVES</td>
<td>1</td>
</tr>
<tr>
<td>2.0</td>
<td>NOTICES</td>
<td>1</td>
</tr>
<tr>
<td>3.0</td>
<td>SCOPE OF WORK</td>
<td>1</td>
</tr>
<tr>
<td>4.0</td>
<td>RESPONSIBILITY OF SURVEYOR</td>
<td>1</td>
</tr>
<tr>
<td>5.0</td>
<td>INDEPENDENT CONTRACTOR</td>
<td>2</td>
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EXHIBIT "A"
GENERAL CONDITIONS

1.0 AUTHORIZED REPRESENTATIVES

Before starting work, SURVEYOR shall designate in writing an Authorized Representative acceptable to OWNER to represent and act for SURVEYOR and shall specify any limitations of such representative’s authority. During periods when work is suspended, arrangements shall be made for an Authorized Representative acceptable to OWNER for any emergency work that may be required. All communications given to the Authorized Representative by OWNER in accordance with this Contract shall be binding upon SURVEYOR.

OWNER shall designate an Authorized Representative to be the point of contact for OWNER. OWNER will notify SURVEYOR, in writing, of the name of such representative. At all times when work is being performed under the Contract, there will be available a competent representative who has authority to act for OWNER. The Authorized Representative will act for OWNER, within the limitations of such representatives’ authority, and receive communications from SURVEYOR.

Notification of changes of Authorized Representatives for either OWNER or SURVEYOR shall be provided in advance, in writing, to the other party.

2.0 NOTICES

Any notices provided for hereunder shall be in writing and may be served either personally on the Authorized Representative of the receiving party at the site of work or by registered mail to the address of that party as such address may have been changed by written notice.

3.0 SCOPE OF WORK

SURVEYOR and its professional consultants and subconsultants shall furnish professional services as described within these Contract Documents so as to provide all testing work necessary to complete the scope of work.

4.0 RESPONSIBILITY OF SURVEYOR

With respect to the performance of the Services, SURVEYOR, its consultants and subconsultants will exercise the degree of skill, care and diligence normally exercised by recognized professional surveying firms with respect to services of comparable nature. All of the services specified by these Contract Documents shall be performed by SURVEYOR, its consultants or its subconsultants under the personal supervision of SURVEYOR. All principals, employees, agents, consultants or subconsultants whom SURVEYOR proposes to assign to this Project shall be subject to approval by OWNER. In the exercise of the standards set forth above, SURVEYOR, in its performance of Services, will:

A. Be responsible for the professional quality, technical accuracy, timely completion and coordination of all services or materials furnished under these Contract Documents by SURVEYOR, its consultants or its subconsultants; and be responsible for all work performed by its own forces in addition to all work performed by its lower-tier consultants and subconsultants; and

B. Be responsible for the coordination, integration and interfacing of all work performed by its own forces and its lower-tier consultants and subconsultants with the work performed or other information provided by OWNER or any of its other consultants, contractors or subconsultants.
The obligations of SURVEYOR under this clause shall not in any way limit or waive the obligations of SURVEYOR imposed by law or any other provisions of this Contract.

Upon notice from OWNER of, or other discovery of the same, SURVEYOR shall, throughout the term of this Agreement, without additional compensation and as provided hereafter, promptly correct or revise any errors, omissions or other deficiencies in services or materials furnished under these Contract Documents which are caused by SURVEYOR's negligence in the performance of its services hereunder.

Notwithstanding any review, approval, acceptance or payment by OWNER, SURVEYOR shall be and remain liable in accordance with applicable law for all damages to OWNER caused by errors, omissions or other negligent performance of any of the services furnished under these Contract Documents by SURVEYOR, its consultants or its subconsultants.

5.0 INDEPENDENT CONTRACTOR

SURVEYOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the work under this Contract. SURVEYOR shall act as an independent contractor and not as the agent of OWNER in performing the Services, and is responsible for maintaining complete control over its employees and all of its consultants and lower-tier subconsultants. Nothing contained in this Contract or any lower-tier Subcontract shall create any contractual relationship between any such consultant or lower-tier subconsultant and OWNER. SURVEYOR shall perform its work hereunder in accordance with its own methods subject to compliance with the Contract.

6.0 LAWS AND REGULATIONS

For all work on the airside, all FAA Advisory Circulars, instructions, requirements and specifications must be observed. SURVEYOR must review FAA Advisory Circular 150/5370-6, 150/5370-10, Federal Register, Federal Regulations (FAR) Part 139 and Part 152. Note that the preceding documents are examples and do not constitute the entire list of FAA documents that will govern various aspects of the work.

SURVEYOR and its subconsultants of any tier shall ensure that all services or materials fully comply with all applicable laws, statutes, rules or regulations in effect on the effective date of this Contract. SURVEYOR shall subsequently monitor during the period services hereunder are to be performed for any changes to the applicable laws, statutes, rules or regulations and shall promptly notify OWNER of any changes to same and recommend what action is needed.

7.0 DISCOVERY OF CONFLICTS, DISCREPANCIES, ERRORS OR OMISSIONS

In case of conflict or discrepancies, errors or omissions among and within these Contract Documents the matter shall be submitted immediately by SURVEYOR to OWNER for decision and such decision shall be final. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by SURVEYOR prior to OWNER's determination shall be at SURVEYOR's risk.

8.0 ADDITIONAL WORK

8.1 OWNER may, at any time, ask the SURVEYOR to perform additional work that is not displayed in the Conformed Documents. The cost of the additional work shall be arrived at by one the following two methods, in precedence:
8.1.1 **Method One:** Applicable Unit prices in the Contract Documents shall be used for additive units of work.

8.1.2 **Method Two:** The SURVEYOR shall, within fourteen (14) calendar days following receipt of a written Contract Change Request, submit to OWNER a proposal for accomplishing the additional work. The proposal shall reflect the increase in cost to perform the additional work and the increase in time, if required, to complete the additional work.

The proposal shall state the SURVEYOR’s added compensation in detail, including but not limited to:

A. Equipment Cost, per Paragraph 8.2.1.
B. Direct Labor Cost, per Paragraph 8.2.2.
C. Overhead and Profit, per Paragraph 8.2.3.

If the SURVEYOR does not propose the compensation for such change or any part thereof within the time required, or if any compensation for such change, or any part thereof cannot be agreed prior to commencement of Work on the change, OWNER may use an Order-of-Magnitude Estimate for the change and the final cost of the change shall be determined in accordance with the details of this General Condition.

8.2 The costs for which the SURVEYOR shall be entitled to compensation under General Condition Article 8.1.2, Method Two are as follows:

8.2.1 **Equipment Costs:** Compensation for the cost of equipment furnished by the SURVEYOR for use in performing the additional work.

8.2.2 **Direct Labor Cost:** Compensation for all SURVEYOR personnel involved in performing the additional work.

The time charged to additions will be subject to the approval of OWNER. Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the addition. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by the SURVEYOR by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to OWNER, if requested.

8.2.3 **Overhead and Profit:** The SURVEYOR’s fee for overhead and profit shall be in accordance with the standard fee schedule in effect at that time. Equipment costs are not included.

8.3 **Payment for Additional Work:** It is expressly understood that no payment will be made until the price of the additional work has been approved by OWNER. When the Work is completed, payment shall be included in the SURVEYOR’s next Progress Pay Estimate, all in accord with Exhibit “C”, COMPENSATION CONDITIONS.

8.4 **Agreement on Cost of Additional Work:** If OWNER and SURVEYOR are unable to reach an Agreement as to the total cost of the additional work, this shall be resolved under provisions of Exhibit “A” - General Condition Article 14.0 - Contract Interpretation.

9.0 **PATENTS AND COPYRIGHTS**

Any patentable result arising out of this Contract, as well as all information, designs, specifications, processes, data and finds shall be made available to OWNER at no additional charge.
No reports, maps, designs, other documents, articles or devices, developed or produced in whole or in part by SURVEYOR or its subconsultants under this Contract shall be the subject of any application of copyright or patent by or on behalf of SURVEYOR or any of its employees or subconsultants.

Subject to the provisions of NRS 338.155(1)(e), SURVEYOR hereby indemnifies and shall defend and hold harmless OWNER and its representatives from and including reasonable attorney's fees incurred as a result of or in connection with any claim, that any equipment, material or process or any part thereof specified by SURVEYOR under this Contract infringes any patent, in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of an negligent act, omission or fault or willful misconduct whether active or passive of SURVEYOR 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.

SURVEYOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing concepts, products or processes, or to modify such infringing concepts, products and processes so they become non-infringing, or obtain the necessary licenses to use the infringing concepts, products or processes, provided that such substituted and modified concepts, products and processes shall meet all the requirements and be subject to all the provisions of this Contract.

10.0 INDEMNITY

Subject to the provisions of NRS 338.155(1)(e), SURVEYOR, its consultants and subconsultants of any tier, hereby indemnifies and shall defend and hold harmless 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 SURVEYOR'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 SURVEYOR or of its consultants 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. OWNER shall promptly notify SURVEYOR, in writing, of any such claim, demand, arbitration or lawsuit. SURVEYOR shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense.

11.0 NONDISCLOSURE

SURVEYOR agrees not to divulge to third parties, without the written consent of OWNER, any information obtained from or through OWNER in connection with the performance of this Contract unless; (i) the information is known to SURVEYOR prior to obtaining the same from OWNER; (ii) the information is, at the time of disclosure by SURVEYOR, then in the public domain; or (iii) the information is obtained by SURVEYOR from a third party who did not receive same, directly or indirectly from OWNER and who has no obligation of secrecy with respect thereto.

SURVEYOR further agrees that it will not, without the prior written consent of OWNER, disclose to any third party any information developed or obtained by SURVEYOR in the performance of this Contract except to the extent that such information falls within one of the categories described in (i), (ii) or (iii) above.

SURVEYOR shall not be in breach of this provision if the disclosure of any such information is required by a court of law.
If so requested by OWNER, SURVEYOR further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this Contract.

12.0 **EQUAL EMPLOYMENT OPPORTUNITY**

SURVEYOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. SURVEYOR agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training including apprenticeship.

SURVEYOR is aware of, and is fully informed of SURVEYOR's obligations under Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented by Department of Labor Regulations (41 CFR, Part 60) and, where applicable, shall comply with the requirements of such Order and all orders, rules, and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, SURVEYOR's attention is directed to 41 Code of Federal Regulations (CFR), Section 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by this reference, is incorporated herein.

SURVEYOR is aware of and is fully informed of SURVEYOR's responsibilities under Executive Order No. 11701 "List of Job Openings for Veterans" and, where applicable, shall comply with the requirements of such Order and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

SURVEYOR is aware of and is fully informed of SURVEYOR's responsibilities under the Rehabilitation Act of 1973 and, where applicable, shall comply with the provisions of the Act and the regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, SURVEYOR's attention is directed to 41 CFR Section 60-250 et seq. and the clause therein entitled "Affirmative Action Obligations for Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era", which by this reference, is incorporated herein.

SURVEYOR certifies that segregated facilities, including but not limited to washrooms, work areas and locker rooms, are not and will not be maintained or provided for SURVEYOR's employees. Where applicable, SURVEYOR shall obtain a similar certification from any of its subconsultants, vendors, or suppliers performing work under this Contract.

Without limitation of the foregoing, SURVEYOR's attention is directed to 41 CFR Section 60-741 and the clause therein entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" which by this reference, is incorporated herein.

In addition to the foregoing, SURVEYOR will assist Disadvantaged Business Enterprises to obtain business opportunities by identifying and encouraging disadvantaged suppliers, consultants and subconsultants to participate to the extent possible consistent with their qualifications, quality of work and obligations of SURVEYOR under this Contract.

In connection with the performance of Work under this Contract, SURVEYOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. Such agreement shall
include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. SURVEYOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials (NRS 338.125).

OWNER is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SURVEYOR acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. SURVEYOR recognizes that if it or its 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, OWNER may declare SURVEYOR in breach of the contract, terminate the Contract, and designate SURVEYOR as non-responsible.

13.0 PROHIBITED INTERESTS

No member, officer or employee of OWNER or of a local public body, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. To SURVEYOR's knowledge, no employee of OWNER has any interest, whether contractual, noncontractual, financial or otherwise, in this transaction or in the business of SURVEYOR; and if any transaction comes to the knowledge of SURVEYOR at any time, a full and complete disclosure of all such information shall be made in writing to OWNER.

14.0 CONTRACT INTERPRETATION

All questions SURVEYOR may have concerning interpretation or clarification for the acceptable fulfillment of this Contract shall be submitted immediately in writing to OWNER for resolution. OWNER will render such resolution within thirty (30) calendar days, after receipt of said request. Said resolution shall be considered final and conclusive. SURVEYOR is obligated to proceed in a timely manner with resolution therein.

If SURVEYOR does not agree with resolution, SURVEYOR shall proceed in accordance with Exhibit "A" - General Conditions, Article 14.1 - Claims and Disputes.

OWNER may, as required, issue to SURVEYOR, clarifications to Contract. SURVEYOR is obligated to proceed in a timely manner with instructions included therein.

If SURVEYOR does not agree with clarification, SURVEYOR shall proceed in accordance with Exhibit "A" - General Conditions, Article 14.1 - Claims and Disputes.

SURVEYOR is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expense arising from its failure to do so. At all times, SURVEYOR shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and resolution or clarification, pending conclusion of any dispute.

14.1 Claims and Disputes

If SURVEYOR disagrees with any resolution or clarification made by OWNER; if SURVEYOR decides that Work has been undertaken or Cost has been incurred, that is outside Scope of Contract, SURVEYOR shall file a claim with OWNER within thirty (30) calendar days after said resolution or clarification was rendered, or said Work or Cost was undertaken by SURVEYOR.
All Claims presented by SURVEYOR shall include following documentation in support of Claims:

A. Specific requirements of the Contract that are pertinent to Claim.

B. A full description of the claim, with a narrative to support SURVEYOR position that issue of Claims is not included in the Contract.

C. All costs associated with Claim shall be detailed as in the Compensation Conditions, Unit Prices.

D. All time extensions associated with Claim.

E. Supporting documentation to substantiate Claim, including schedules, graphs, charts, photographs and any other pertinent documentation or information.

Failure by SURVEYOR to furnish all preceding data or to file Claim within the specified twenty-one (21) calendar days shall constitute a waiver of Claim by SURVEYOR.

OWNER will have twenty-one (21) calendar days after receipt of Claim, to respond to SURVEYOR. OWNER response shall be considered final and conclusive unless SURVEYOR files a written appeal to OWNER within twenty-one (21) calendar days of receipt of the response. SURVEYOR's appeal shall state clearly and in detail basis thereof.

OWNER will consider SURVEYOR's appeal and render a final decision thereon within thirty (30) calendar days of receipt of SURVEYOR's appeal. If OWNER's final decision is not acceptable to SURVEYOR, the matter shall be resolved through good faith negotiations between both parties. If, through good faith negotiations, the claim is not resolved within thirty (30) calendar days after OWNER's final decision, either Party may request mediation before any party commences litigation.

The mediation shall be non-binding. However, all parties commit to participate in the proceedings in good faith with the intention to settle, if at all possible.

The parties shall mutually appoint the individual named as Mediator in their case. The Mediator shall act as an advocate for resolution and shall use his or her best efforts to assist the parties in reaching a mutually acceptable settlement. Any person named as the Mediator shall reveal any conflict of interest which may interfere with serving in that capacity.

The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties in achieving settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.

Party representatives must have authority to settle and all persons necessary to the decision to settle shall be present. The parties acknowledge that Clark County is a public body and any settlement agreed to by its authorized representative(s) is subject to approval by the Board of County Commissioners. The names and addresses of each party's authorized representative(s) shall be communicated in writing to the Mediator.

The parties shall fix the time and place of each mediation session. All mediation sessions must occur in Clark County, Nevada, unless otherwise agreed by the parties. Prior to the first scheduled mediation session, each party shall provide the Mediator a brief written statement, not to exceed ten
(10) pages unless the Mediator agrees otherwise, setting forth its positions with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issues presented. The Mediator may require any party to supplement such information.

The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the Mediator. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in an adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney’s fees incurred in opposing the efforts to compel testimony or records from the Mediator.

The parties shall maintain the confidentiality of the mediation and shall not rely upon, nor introduce as evidence in any arbitral, judicial, or other proceeding: a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

There shall be no record recorded, handwritten notes, or any form of recording of the mediation process.

The mediation shall be terminated: a) by the execution of a settlement agreement by the parties; b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

The Mediator's fee shall be agreed upon prior to mediation. The expenses of witnesses and other mediation preparation costs for either side shall be paid by the party producing such witnesses or making such preparations. All other expenses of the mediation, including fees and expenses of the Mediator, and the expenses of any witness and all the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the parties unless they agree otherwise.

If neither party requests mediation or the parties are unable to resolve the dispute through mediation, either party shall then have the right to proceed with litigation. Any litigation shall occur in the appropriate court located in Clark County, Nevada.

OWNER and SURVEYOR shall each pay their own costs for preparation of and presentation of all claims. In the event SURVEYOR has a claim against OWNER, same must be filed with OWNER’s Representative and in addition, SURVEYOR must provide notice to the Clark County Board of County Commissioners pursuant to NRS 244.250 by filing the claim with the County Clerk within six (6) months from the time such claim became due or payable or the claim shall be null and void.

15.0 INTENTIONALLY DELETED

16.0 AUDIT AND INSPECTION

SURVEYOR shall permit OWNER or any appropriate federal or state agency to inspect and audit all records of SURVEYOR relating to its performance and the performance of its consultants and subconsultants under this Contract from the effective date of the Contract through and until expiration
of three (3) years after the acceptance of the Services performed hereunder. SURVEYOR agrees to keep and maintain records showing actual time devoted and all costs incurred in the performance of the Services for a period of three (3) years from the accepted completion date. Agreements between SURVEYOR and its consultants, and its subconsultants shall include provisions for such audit. For purposes of audit, the date of the acceptance by OWNER of the performance of the Services shall be the date of OWNER’s payment for SURVEYOR’s final billing under this Contract, or a period of ninety (90) days from the date of OWNER’s Final Acceptance, whichever date is later.

17.0 MAINTENANCE AND INSPECTION OF RECORDS

SURVEYOR and its consultants and subconsultants shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Contract until the expiration of three (3) years from the date of final payment under this Contract. The system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied.

SURVEYOR and its consultants and subconsultants shall permit the Authorized Representatives of OWNER or any appropriate federal or state agency to inspect, audit and review and make copies of and review all work, tracings, plans, specifications, maps, data, records and construction site work performed, gathered or developed under this Contract at any time within the duration of this Contract and within three (3) years after the final acceptance grantee makes final payment and all other matters are closed or termination of the Services.

SURVEYOR agrees to keep at a location in the metropolitan area of Las Vegas, Nevada, accurate books, records and accounts as pertains to this contract. SURVEYOR further agrees to make such books, records and accounts available at any time, Monday through Friday, 9:00 a.m. to 5:00 p.m. for the inspection of OWNER, or such agents, employees or accountants as OWNER may designate. In the event SURVEYOR’s records are at another location, SURVEYOR shall reimburse OWNER for reasonable traveling expenses to and from the location of said records for the auditing of said records.

18.0 FINAL ACCEPTANCE

Upon completion of the whole of the Work, SURVEYOR shall notify OWNER in writing of the date of said completion and request confirmation of same by OWNER. Upon receipt of said notice, OWNER shall promptly confirm to SURVEYOR in writing that the whole of the Work was completed on the date indicated in said notice or provide SURVEYOR with a written listing of work not completed. With respect to work listed by OWNER as incomplete, SURVEYOR shall complete such work and the above acceptance procedure shall be repeated.

19.0 SUBCONTRACTS AND ASSIGNMENTS

Any subcontract entered into by SURVEYOR with any consultant or subconsultant or any person or organization for the performance of this Contract or any portion thereof without the prior written consent of OWNER shall be void. Consent will not be given to any proposed subcontract, as mentioned above, which would relieve SURVEYOR or its surety of their responsibilities under this Contract. SURVEYOR shall, upon request of OWNER, furnish OWNER with two copies of all such subcontracts, purchase orders or similar documents, provided that the prices thereon may be deleted unless the compensation to be paid thereunder is reimbursable under this Contract.

SURVEYOR may assign monies due or to become due it under the Contract, and such assignment will be recognized by OWNER, provided that written notice thereof is given to OWNER at least 10 calendar days before payment is due. Any assignment of monies shall be subject to all proper set-offs.
in favor of OWNER and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by OWNER for the completion of the work in the event SURVEYOR should be in default therein, or for the payment of claims or liens.

20.0 **TAXES**

SURVEYOR shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the Contract and shall make any and all payroll deductions required by law. SURVEYOR hereby indemnifies and holds harmless OWNER from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

21.0 **COVENANT AGAINST CONTINGENT FEES**

SURVEYOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by SURVEYOR for the purpose of securing business.

22.0 **INSURANCE**

22.1 Insurance by SURVEYOR:

During the term of this Contract, SURVEYOR 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 SURVEYOR, or the SURVEYOR’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.

SURVEYOR 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:

A. Worker’s Compensation Insurance in accordance with laws of the State of Nevada covering SURVEYOR employees.

B. Employer’s Liability Insurance with a minimum limit of $500,000.00.

C. 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 with minimum limits as follows:

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

   or

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

D. Commercial General Liability Insurance providing coverage on an Occurrence Form for operation of SURVEYOR, 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

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

The SURVEYOR 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.

G. 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 SURVEYOR must purchase "extended reporting" coverage for a minimum of two (2) years after termination of this contract.

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

22.3. 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 SURVEYOR shall be excess and not contributing therewith

22.4. Each insurance policy supplied by SURVEYOR (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. SURVEYOR 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.

22.5. 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:

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

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

D. SURVEYOR (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 SURVEYOR (or its subconsultants) in default of its obligations under this paragraph.

E. All deductibles and self-insured retentions will be fully disclosed in the Certificates of Insurance.

F. 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 SURVEYOR’s obligation to maintain such insurance.

G. For any claims related to this Contract, SURVEYOR’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 SURVEYOR’s insurance and shall not contribute therewith.

22.6 Waiver of Subrogation

SURVEYOR hereby grants to OWNER a waiver of any right to subrogation which any insurer of said SURVEYOR may acquire against the OWNER by virtue of the payment of any loss under such insurance. SURVEYOR 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.

22.7 Subconsultants

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

22.8 Furnishing Insurance Policies

OWNER reserves the right to require SURVEYOR to furnish actual insurance policies for examination by OWNER.

22.9 Familiarity with Coverages

It is SURVEYOR's responsibility to familiarize itself with the coverages described in this General Condition.
23.0 **CONTRACT MEETINGS**

SURVEYOR shall, as requested by OWNER, attend any and all meetings called by OWNER to discuss the work under the Contract. Such meetings shall be conducted and recorded by OWNER with minutes of each meeting distributed to OWNER and SURVEYOR.

23.1 **Pre-Construction Conference**

As soon as practicable after award of Contract and prior to commencing any work, a Pre-Construction Conference will be arranged. The purpose of said conference is to determine procedures related to smooth progress of the project and to review any items requiring clarification. Procedure for processing and distribution of all documents and correspondence related to the Contract will be established.

24.0 **SAFETY**

SURVEYOR shall at all times conduct all operations under the Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. SURVEYOR shall promptly take all precautions, which are necessary and adequate against any conditions, which involve a risk of bodily harm to persons or a risk of damage to any property. SURVEYOR shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

SURVEYOR shall promptly and fully comply with and carry out safety, sanitary and medical requirements as prescribed by Federal, State or local laws or regulations, and SURVEYOR shall take such other measures as may be necessary or required to assure that the safety and health of its employees and Subcontractors and OWNER, its representatives and the general public will be safeguarded.

Before starting work, SURVEYOR shall have a written Safety Program for OWNER's review. For work in the AOA, the requirements of FAA Advisory Circular 150/5370-2E dated January 16, 2003 shall apply. Such program shall be subject to approval. Such approval shall not relieve SURVEYOR of its responsibility for safety nor shall such approval be construed as limiting in any manner SURVEYOR's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site. SURVEYOR shall promptly comply with any directive from OWNER in connection with safety.

SURVEYOR shall designate a Safety Officer, acceptable to OWNER.

SURVEYOR shall be aware of OSHA Federal Standard 29 CFR 1910.1200, Hazard Communication and 29 CFR 1910.20(C), Access To Employee Exposure and Medical Records. SURVEYOR's Safety Program shall address and include all aspects of the preceding OSHA rules, as well as any local or State hazard communication laws.

SURVEYOR shall maintain all portions of work in a neat, clean and sanitary condition at all times. All costs in connection with meeting all the requirements of this General Condition shall be borne by SURVEYOR.

SURVEYOR shall ensure that consultants and subconsultants of all tiers shall, without expense to OWNER, comply with the foregoing.
25.0 TERMINATION OR SUSPENSION

OWNER may by written notice to SURVEYOR terminate this Contract in whole or in part at any time, either for OWNER's convenience, or for the default of SURVEYOR. When said termination occurs prior to completion of any phase of the Contract, SURVEYOR shall be paid for the services actually performed during each phase. The amount to be paid SURVEYOR at the time of said termination shall be in accordance with Exhibit "C" - Compensation Conditions, insofar as satisfactory services have been rendered in phases which have not been substantially completed and provided that said method of compensation does not exceed extent of work performed. Notice of Termination shall be in writing and sent by certified mail to SURVEYOR.

Upon such termination by OWNER, all data, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by SURVEYOR in performing this Contract shall, in the manner and to the extent determined by OWNER, become the property of and be promptly delivered to OWNER. If the termination is attributable to the default of SURVEYOR, OWNER shall have the right to complete such work by whatever method OWNER may deem expedient, including employing another SURVEYOR under such form of agreement as OWNER may deem advisable, or OWNER may perform any part of such work that has been terminated. The expense of so completing such work together with the reasonable charge for administering any agreement for such completion will be charged to SURVEYOR and such expense will be deducted by OWNER from such monies as may be due or may at any time thereafter become due to SURVEYOR. In any case, if such expense exceeds the sum which would have otherwise been payable under this Contract, then SURVEYOR shall be liable for and shall, upon notice from OWNER, promptly pay to OWNER the amount of such excess. If, after termination for default of SURVEYOR, it is determined that SURVEYOR was not in default, the termination shall be deemed to have been a termination at will by OWNER.

OWNER shall have the right to terminate, abandon or suspend all or part of the project at will. If OWNER chooses to terminate all or part of the project, it shall provide SURVEYOR thirty (30) days written notice of its intent to do so. If all or part of the project is suspended or abandoned for more than one hundred twenty (120) days, the same shall be treated as being terminated at will. In the event of a termination at will, SURVEYOR shall receive, in addition to compensation for all of its satisfactory services, which have been rendered, reimbursable expenses and termination expenses which include expenses directly attributable to termination for which SURVEYOR is not otherwise compensated. No amount shall be allowed for anticipated profit on unperformed services.

Upon receipt of notice of termination at will in accordance with the above provisions, SURVEYOR shall:

A. Promptly discontinue all services affected (unless the notice directs otherwise); and

B. Upon receipt of final termination payment deliver or otherwise make available to OWNER all finished or unfinished documents and information which have been accumulated, developed or prepared by SURVEYOR in performing services under this Contract.

Upon any termination of this Contract, OWNER may take over the work and prosecute it to completion by agreement with another party or otherwise after granting SURVEYOR appropriate and acceptable Hold Harmless Agreement for the use of all or portions of its work.

If OWNER wishes to resume all or part of the Project after it has been suspended for more than one hundred twenty (120) days and thereafter SURVEYOR has notified OWNER that it deems the suspension to be a termination at will by OWNER, SURVEYOR compensation shall be equitably adjusted.
26.0 **SANCTIONS UPON IMPROPER ACTS**

In the event SURVEYOR (or any of its officers, partners, principals or employees acting with its authority) is convicted of a crime involving a public official, arising out of, or in connection with, the procurement of work to be done or payments to be made under this Contract, this Contract shall, at the discretion of OWNER, be terminated. Upon such termination, SURVEYOR shall be paid only for Services performed to the date of termination, and refund shall be made to OWNER for any profits realized by this Contract, and SURVEYOR shall be liable to OWNER for any costs incurred by OWNER over and above the maximum amount payable to SURVEYOR as set forth in this Contract in completing the Services to be undertaken by SURVEYOR under this Contract. At the discretion of OWNER, the sanctions described in this paragraph shall also be considered applicable to any such conviction after the expiration of the term of the Contract. The rights and remedies set forth herein shall in no way be considered or construed as a waiver of any other rights or remedies available to OWNER under this Contract or at law.

27.0 **STANDARDS AND CODES**

Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

In case of conflict among any referenced standards and codes or between any referenced standards and codes and Exhibit D - Technical Specifications, OWNER will determine which shall govern.

28.0 **INSPECTION OF WORK**

All work performed by SURVEYOR shall be properly reviewed by SURVEYOR at its expense, and shall at all times be subject to quality surveillance by OWNER, or its authorized representatives who shall be afforded full and free access to the places of business of SURVEYOR necessary for such quality surveillance during normal business hours. SURVEYOR shall provide safe and adequate facilities, drawings, documents and samples as requested, and shall provide assistance and cooperation including stoppage of its work to perform such examination as may be necessary to assure full compliance with the requirements of this Contract. Neither the failure to make such quality surveillance nor to discover defective workmanship shall relieve SURVEYOR of its obligations under this Contract nor prejudice the rights of OWNER thereafter to reject or require the correction of defective work in accordance with the provisions of this Contract.

29.0 **OWNERSHIP OF DOCUMENTS AND EQUIPMENT**

All documents, data, studies, surveys, drawings, specifications, maps, field notes, photographs, reports, books and estimates gathered or prepared for or by SURVEYOR and its consultants and subconsultants pursuant to this Contract shall be the property of OWNER without restriction or limitation on their use and shall be made available, upon request at any time. Original copies of such shall be delivered by SURVEYOR to OWNER upon final acceptance or termination of the Services. SURVEYOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of OWNER.

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by SURVEYOR and its consultants and subconsultants the costs of which have been reimbursed to SURVEYOR as a direct cost, shall be turned over to OWNER at completion or earlier termination of the Services or otherwise disposed of as directed by OWNER; the proceeds of any such disposal shall be credited to OWNER.
OWNER shall indemnify and hold harmless SURVEYOR, its agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from use of the documents on other projects or modifications of said documents by OWNER without SURVEYOR's consent.

30.0 SITE CONDITIONS

SURVEYOR shall have the sole responsibility of satisfying itself concerning the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, obstructions, obstacles or other materials, physical conditions at the work sites and the project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of SURVEYOR to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Contract.

31.0 STANDARD OF CARE

SURVEYOR warrants that it will perform the services under this Contract with the degree of professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

In addition to all other rights and remedies which OWNER may have, SURVEYOR shall at its own expense re-perform its services to correct any deficiencies which result from SURVEYOR's failure to perform in accordance with the above standards.

32.0 ACCESS TO WORK AREAS

OWNER, and its Authorized Representative and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements, have access to such areas and the premises used by SURVEYOR. SURVEYOR shall also arrange for OWNER, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

33.0 SURVEYOR INGRESS AND EGRESS

SURVEYOR's access to the work area will be permitted only through approaches which will be designated by OWNER, with OWNER escorts, and then only in such manner that SURVEYOR's traffic will not interfere with OWNER's operations. SURVEYOR shall, at all times, be under controlled ingress and egress at the Jobsite. SURVEYOR personnel are not to enter into any areas of the Jobsite other than work areas and areas of designated access.

34.0 PROJECT SIGNS, PUBLICITY AND ADVERTISING

With the exception of the right reserved by OWNER to erect a sign in connection with the project and unless otherwise provided in the Contract Documents, SURVEYOR shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising device, without prior written approval of OWNER.
SURVEYOR shall not make any announcement or release any information concerning this Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from OWNER.

35.0 UTILITIES

SURVEYOR shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by SURVEYOR at no additional cost to OWNER.

OWNER will furnish the following utilities to SURVEYOR at no cost:

A. Potable water for SURVEYOR's Contract use at existing points of distribution on the airport property.

B. Electrical power for SURVEYOR's Contract use at existing points of distribution on the airport property.

SURVEYOR shall bear all costs for transferring or transporting OWNER furnished utilities. Prior to final acceptance of the work, SURVEYOR shall, at its expense, satisfactorily remove and dispose of all temporary facilities for Contract use.

36.0 ENTIRE AGREEMENT

This Contract embodies the entire agreement between OWNER and SURVEYOR. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

37.0 NON-WAIVER

None of the conditions of this Contract shall be considered waived by OWNER. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of the Contract unless expressly stipulated in such waiver.

38.0 SURVIVABILITY

The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement, will survive the expiration or termination of the agreement howsoever caused.

39.0 APPLICABLE LAW

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

40.0 LABOR AND PERSONNEL

SURVEYOR shall furnish competent and skilled personnel to perform the Work under this Contract.

SURVEYOR shall, if requested to do so by OWNER, remove from the job any employee whom OWNER determines to be incompetent, dishonest or uncooperative at no cost to OWNER.
41.0 INTEREST

All monies owed to either party under this Contract and unpaid after they become due and payable shall bear interest from the date payment is due at the lesser of:

A. A rate equal to two percent (2%) above the prime lending rate quoted by substantial and responsible commercial borrowers on ninety-day loans by the Bank of America N.T. & S.A., San Francisco, California, for the date such interest begins to accrue; or,

B. The rate set by applicable Nevada Law.

42.0 SUCCESSORS AND ASSIGNMENT

Neither party may assign its rights and obligations pursuant to this Contract without the written consent of the other parties. The consent of a party to any assignment shall apply only to the incidents expressed and provided for in the written consent, and shall not be deemed a consent to any subsequent assignment.

Subject to the foregoing, this Contract inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

43.0 SUBORDINATION

Any and all provisions of this Contract shall be subordinate to:

A. Rights and duties of OWNER to the United States of America under any present or future agreement for the expenditure of funds, operation, maintenance or development of the Airport; and

B. Rights and duties of the United States of America to operate all or part of the Airport under emergency conditions.

44.0 SEVERABILITY

In the event of a determination that any portion of this Contract is invalid or unenforceable, the invalidity or unenforceability of any particular provision of this Contract shall not effect the other provisions and this Contract shall be construed in all respects as if such invalid of unenforceable provisions were omitted.

45.0 COMMERCIAL ACTIVITIES

SURVEYOR shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by OWNER. SURVEYOR shall not allow its employees to engage in any commercial activities on the site.

46.0 COOPERATION WITH OTHERS

OWNER and other Contractors and Subcontractors may be working at the site during the performance of this Contract, and SURVEYOR's work may be interfered with as a result of such concurrent activities. SURVEYOR shall fully cooperate with OWNER and other Contractors to avoid any delay or hindrance of their work. OWNER may require that certain facilities be used concurrently by SURVEYOR and other persons and SURVEYOR shall comply with such requirements.
47.0 **THIRD PARTY BENEFICIARY**

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.
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1.0 DEFINITIONS

OWNER: means the Board of County Commissioners, Clark County, Nevada, acting through its Department of Aviation.

Authorized Representative (AR): means the individual identified by OWNER as the point of Contact for the OWNER and the individual identified by SURVEYOR as the point of Contact for the SURVEYOR.

SURVEYOR: means a Professional Land Surveyor firm, registered in the State of Nevada, its authorized representatives, successors, and permitted assigns.

Consultant/Subconsultant: means an individual or organization engaged by SURVEYOR to render professional consulting services complimenting or supplementing SURVEYOR’s Services.

Work: means all the professional and technical services and responsibilities to be performed by SURVEYOR as specified, stated, indicated or implied in this Contract, including the furnishing and supervision of all technical personnel and the supply of all equipment, materials and supplies (if applicable) necessary or required to perform this Contract.

Project: means the design, development and construction of airport structures and facilities at Clark County, Nevada Airports, in connection with which work is being performed under this Contract.

Construction Contractors: means those firms or organizations under contract to OWNER for construction services at McCarran International Airport.

Small/Minority/Women Owned/Disadvantaged Business Enterprise (S/M/W/DBE). An independent and continuing business for profit, which performs a commercially useful function, and which is at least fifty-one Percent (51%) owned and controlled by one or more minority persons. Minority persons include Black Americans (which includes persons having origins in any of the black racial groups of Africa); Hispanic Americans (which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race); Native Americans (which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians); Asian-Pacific Americans (which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma [Myanmar], Vietnam, Laos, Cambodia [Kampuchea], Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands [Republic of Palau], the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong); and Subcontinent Asian Americans (which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka).

2.0 CHANGES IN SERVICES

When changes in the Work are required by OWNER or requested by SURVEYOR, SURVEYOR shall promptly estimate their effect on the cost of the Work, and on its schedule and so notify OWNER. No change shall be implemented by SURVEYOR unless it is approved by OWNER in writing and, unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes in the Work. If OWNER determines that any change materially affects the cost or time of performance of this Contract as a whole, SURVEYOR and OWNER will mutually agree in writing to an equitable adjustment.
3.0 COMMENCEMENT AND COMPLETION OF WORK

SURVEYOR shall commence performance of the Work under this Contract on the date specified in the formal Notice to Proceed, and shall furnish sufficient forces, facilities, and shall work such hours necessary so as to prosecute the Work to completion in accordance with the following Contract dates:

Commence Work on: (Estimated) September 20, 2018
Complete All Work by: (Estimated) August 10, 2019

4.0 PROGRESS

SURVEYOR shall be aware that the performance of the surveying on schedule to avoid any delay to the Construction Contractor’s schedule is most important. If SURVEYOR does not maintain the surveying on schedule, thereby causing delay to any Construction Contractor’s schedule, OWNER reserves the right to invoke the following conditions in conjunction with Exhibit “A” - General Condition, Article 25.0 - Termination or Suspension.

If OWNER does invoke these conditions and Exhibit “A” - General Condition, Article 25.0 - Termination or Suspension, OWNER will hire additional Surveyor(s) to conduct certain surveying that OWNER deems necessary to bring the overall survey schedule to where it is compatible with the Construction Contractor’s schedules.

Any costs incurred by OWNER, by supplementing the surveying, that is more than the costs that would have been accrued to OWNER by the unit prices in this Contract, shall be borne by SURVEYOR that is party to this Contract.

Further, if any of the Construction Contractor's file and pursue claims against OWNER for any delays to the construction operations, caused by the alleged failure of SURVEYOR to maintain a schedule for surveying that was not compatible to SURVEYOR's schedule, OWNER will require SURVEYOR to defend all such claims and to reimburse OWNER's said costs, including attorney fees and amounts paid to Construction Contractors, Subcontractors or Suppliers.

5.0 INVOICING AND PROGRESS PAYMENTS

For the performance of the Work, the OWNER agrees to pay to SURVEYOR, in the manner and at the times specified, a total compensation as defined in Exhibit "C" Compensation Conditions.

6.0 OWNER APPROVAL OF SURVEYOR'S PERSONNEL

All key SURVEYOR personnel assigned to perform Work under this Contract shall have prior written approval of OWNER. Personnel assigned to perform services on a regular basis shall not be taken off the services without the prior written approval of OWNER, except in the event of termination of such personnel's employment. SURVEYOR shall verify the accredited degrees of technical persons assigned to perform Work on this Contract, prior to commencement of Work.

7.0 ASSURANCES

During the performance of this Contract, the SURVEYOR, for itself, its assignees and successors in interest (hereinafter referred to as SURVEYOR) agrees as follows:

A. Compliance with Regulations: SURVEYOR shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be
amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. **Nondiscrimination:** SURVEYOR, with regard to the Work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, or national origin in the selection and retention of consultants, including procurement of materials and leases of equipment. SURVEYOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in appendix B of the Regulations.

C. **Solicitations for Consultants, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by SURVEYOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential consultant or supplier shall be notified by SURVEYOR of SURVEYOR's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, age, sex, sexual orientation, religion, creed, disability, or national origin.

D. **Information and Reports:** SURVEYOR shall provide all information and reports required by the Regulations or directives issued pursuant thereof and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SURVEYOR is in the exclusive possession of another who fails or refuses to furnish this information, SURVEYOR shall so certify to OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of SURVEYOR's noncompliance with the nondiscrimination provisions of this Contract, OWNER will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. withholding of payments to SURVEYOR under the Contract until SURVEYOR complies; and/or
2. cancellation, termination, or suspension of the Contract, in whole or in part.

F. **SURVEYOR will, as applicable, recognize and comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL. 94-163).**

G. **SURVEYOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11783, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal Contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).**

8.0 **SUBCONTRACT AGREEMENT TERMS AND CONDITIONS**

Subcontract agreements shall require the same terms and conditions expressed in Exhibits "A" - General Conditions and "B" -- Special Conditions of this Contract.
9.0 **WORK LOCATION**

SURVEYOR shall establish an office in the Metropolitan area of Las Vegas, Nevada during the performance of this Contract. The office will be staffed, at a minimum, by the Project Manager, and necessary support personnel to adequately coordinate the design and construction services.

10.0 **FAA APPROVAL**

Not Required.

11.0 **AIRPORT SECURITY REQUIREMENTS**

11.1 **OWNER Property**

For security purposes, OWNER property is divided into three (2) categories as follows:

1. Landside/Public: The non-secure portion of the Airport; and
2. Airside: The Secured Area

11.2 **Security Requirements**

11.2.1 The SURVEYOR must follow security requirements as set forth in the Airport Security Plan. The SURVEYOR should contact the Henderson Executive Airport Manager for details.

SURVEYOR's personnel must be able to show that they are employed by the SURVEYOR. Personal fines of up to $1,100.00 may be assessed by the Department of Aviation for security violations.

11.2.2 SURVEYOR agrees to accept and reimburse OWNER for any fines levied by OWNER for any violation of any Security Regulations and Rules by SURVEYOR and its employees or any of SURVEYOR's subcontractors, vendors, suppliers and agents and their employees.

11.2.3 SURVEYOR acknowledges that the Department of Aviation reserves the right to refuse access cards 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.

11.3 **Access to the Airport Security Areas**

SURVEYOR shall obtain an access card from the Henderson Executive Airport for access to the work areas. SURVEYOR shall produce any required documentation to obtain this card.

11.4 **Surveyor's Responsibility**

SURVEYOR shall be responsible for all personnel engaged in the work to ensure that said personnel comply with all security requirements imposed by OWNER. It shall be SURVEYOR's responsibility to ensure that all equipment and workmen do not enter Airport Secured Area/except as required during the progress of the work. SURVEYOR shall follow the directions given by OWNER concerning the security policies, procedures, rules, regulations, and methods of access and any other restrictions applicable to work within Airport Secured Area. SURVEYOR's operations, vehicles and personnel shall be prevented from encroaching into aircraft operational areas by means of barricades, or as directed by OWNER.
SURVEYOR, upon completion of the Contract or when access cards are no longer required, shall immediately return all access cards to the Department of Aviation. Failure to do so will result in monies being held from Progress Payments at a rate of $1,000.00 per card not returned.

If fences are constructed during construction and thus the location of the security fence and secured Airport Security Areas change, it shall be the responsibility of SURVEYOR to maintain the security of the secured Airport Security Areas to the satisfaction of Airport Management.

12.0 **S/M/W/DBE CONTRACT COMPLIANCE REQUIREMENTS**

12.1 **S/M/W/DBE Obligation**

As detailed in Attachment No. Three to the Contract - S/M/W/D Business Enterprise Utilization, SURVEYOR agrees to ensure that Small, Minority, Women-Owned, or Disadvantaged Business Enterprises as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts under this agreement. Accordingly, SURVEYOR shall not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, or gender expression in the award and performance of said contracts.

12.2 **S/M/W/DBE Verification Reports**

The OWNER will be tracking and verifying the efforts made by SURVEYOR to subcontract with S/M/W/DBE firms.

SURVEYOR will be required to submit the following forms during performance of the Contract so that OWNER may verify its good faith S/M/W/DBE participation:

A. Copy of the subcontract and/or purchase order issued to the S/M/W/DBE Subcontractor or Vendor, with the first Pay Estimate.

B. Attachment A – Monthly S/M/W/DBE Participation Report (to be submitted with each pay estimate for each S/M/W/DBE and after final payment to the S/M/W/DBE Subcontractor or Vendor).

C. Attachment C - Monthly S/M/W/DBE Subcontractor/Vendor Information (to be submitted with each pay estimate and after the final payment to the S/M/W/DBE Subcontractor or Vendor).

D. Attachment D – Annual Verification of S/M/W/DBE Participation with Columns 1, 2, and 3 completed (to be submitted no later than October 15th of each calendar year summarizing all fiscal activity from October 1 of the previous year through September 30 of the current year or that portion of the time period covered by the Contract).

E. Attachment E – Monthly Notification of Change of S/M/W/DBE Firms (to be submitted with monthly pay estimate if a change(s) has been made).

OWNER, in turn, will verify the information submitted with the S/M/W/DBE involved through the use of form Attachment B.

Attachments to Exhibit “B” – Special Conditions:

- Attachment A: Monthly S/M/W/DBE Participation Report
- Attachment B: S/M/W/DBE Verification Form
- Attachment C: Monthly S/M/W/DBE Subcontractor/Vendor Information
- Attachment D: Annual Verification of S/M/W/DBE Participation
- Attachment E: Monthly Notification of Change of S/M/W/DBE Firms
13.0 **SURVEYOR CORRESPONDENCE**

All SURVEYOR correspondence to OWNER pertaining to this Contract shall be numbered sequentially, grouped by letter or letter of transmittal, commencing with the Number 001, signed by the SURVEYOR’s Authorized Representative. Any correspondence not so numbered or so signed by Authorized Representative shall be returned to the SURVEYOR and shall not be recognized as Contract correspondence and shall not be considered to be notice to OWNER of anything and shall not require OWNER to take action or to respond. Any documents being transmitted electronically need to be PDF searchable text.

All CONSULTANT correspondence to OWNER shall be transmitted through OWNER specified system.

14.0 **DRUG AND ALCOHOL TESTING**

SURVEYOR acknowledges that it is aware of and is fully informed of SURVEYOR’s obligations under 49 CFR, Part 382 of the Federal Motor Carrier Safety Regulations and, where applicable, shall comply with the requirements of such rules and regulations promulgated thereunder unless exempted therefrom

Without limitation of the foregoing, SURVEYOR’s attention is directed to 49CFR, Part 382, Section 103, entitled “Applicability” which, by this reference, is incorporated herein.

Without limitation of the foregoing, SURVEYOR’s attention is directed to 49CFR, Part 40, entitled “Procedures for Transportation Drug and Alcohol Testing Programs”, which by this reference, is incorporated herein.

Any violation of such provisions by the SURVEYOR shall constitute a material breach of this Contract.

15.0 **NEVADA OCCUPATIONAL SAFETY AND HEALTH ENFORCEMENT SECTION (OSHES) REQUIREMENT**

Prior to commencement of construction activities, the SURVEYOR shall provide written notice to OSHES in accordance with current Regulations For The Nevada Occupational Safety and Health Enforcement Program, Chapter 618. The SURVEYOR shall develop, maintain and submit all data required by OSHES throughout construction. The SURVEYOR shall forward copies to OWNER of all correspondence and data submitted to and received from OSHES relative to the subject project.

16.0 **ALLOWANCE FOR SPECIAL SURVEYING SERVICES**

16.1 Allowance for Special Surveying Services

During the course of construction, it may become necessary to perform additional Work that is not displayed in the conformed documents to make the constructed facility fully functional and in compliance with OWNER’s intent. A sum of funds in the form of an Allowance for Special Surveying Services has been included in the Contract for additional Work not displayed in the Conformed Documents. The Allowance may be used, at OWNER’s discretion, to reimburse the SURVEYOR for OWNER approved costs associated with performance of Work in accordance with Exhibit ‘A’ - General Conditions, Article 8.0 – Additional Work. OWNER shall determine if the work entailed does fall under the jurisdiction of the Allowance and OWNER’s decision shall be final.
16.2 Payment Against Allowance For Surveying Services

Payment for all costs generated by Work under an established Allowance shall be paid under the appropriate Allowance appearing on the Unit Price/Bid Form.

All activities, determined by OWNER to be compensated under an Allowance shall be priced in accordance with Exhibit “A” - General Conditions, Article 8.0 – Additional Work. Once approved, payment for such work shall be included in the appropriate Monthly Progress Pay Estimate.

If the sum of all changes to be reimbursed is less than the sum of the Allowance stated in the Bid, the total Contract value will be reduced by an amount equal to the balance of funds remaining in the Allowance account.

If the Allowance accounts are fully depleted by reimbursement of previously approved reimbursement requests, the total Contract Value will be increased by an amount equal to each subsequent OWNER approved Contract Change Request (CCR).

If OWNER and SURVEYOR are unable to reach an agreement as to the total cost of the Allowance work, the issue shall be resolved under the provisions of Exhibit “A” - General Conditions, Article 14.0 – Contract Interpretation.

17.0 GOVERNING ORDER OF CONTRACT DOCUMENTS

The Contract Documents include various divisions, sections and conditions which are essential parts for the Work to be provided by SURVEYOR. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern:

- Contract - Executed Form of Contract with attachments
- Exhibit “B” - Special Conditions
- Exhibit “A” - General Conditions
- Exhibit “C” - Compensation Conditions
- Exhibit “D” - Technical Specifications

Change Orders, Amendments and Supplemental Agreements will take precedence over any of the above. Detailed plans shall have precedence over general plans.

SURVEYOR shall take no advantage of any apparent error or omission in the Contract Documents. In the event the SURVEYOR discovers such an error or omission, SURVEYOR shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.
**SPECIAL CONDITION 12.0 - ATTACHMENT A**
**MONTHLY S/M/W/DBE PARTICIPATION REPORT**

<table>
<thead>
<tr>
<th>NAME OF COMPANY:</th>
<th>CONTRACT NUMBER:</th>
</tr>
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<tbody>
<tr>
<td>PAY ESTIMATE NO.:</td>
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<tr>
<td>S/M/W/DBE FIRM:</td>
<td>S/M/W/DBE CONTACT:</td>
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<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>S/M/W/DBE TELEPHONE:</td>
<td>S/M/W/DBE FAX:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INVOICE/REFERENCE NO. AND DATE</th>
<th>CURRENT INVOICE AMOUNT</th>
<th>DATE PAID</th>
<th>CHECK NUMBER</th>
<th>CURRENT AMOUNT PAID</th>
<th>TOTAL S/M/W/DBE CONTRACT COMMITMENT</th>
<th>TOTAL PAYMENTS TO DATE</th>
<th>S/M/W/DBE CONTRACT BALANCE</th>
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Is this Contract Complete? Yes ___ No ___

If no, estimated completion date: ___________

Estimated outstanding value: ___________

Name ____________________________
Title ____________________________
Date ____________________________

Verification Surveying Contract

Contract No. 2459-VS
Exhibit "B" - Special Conditions
Page 8 of 12
**SPECIAL CONDITION 12.0 - ATTACHMENT B**
**S/M/W/DBE VERIFICATION FORM**
*(To be Utilized by OWNER)*

I certify that ________________________________ has completed work

(Name of S/M/W/DBE Company)

for ________________________________ on the ________________________________ Contract

(SURVEYOR) (Name of Contract)

Contract No. ________________, and was paid $_______________________ by Check No. __________.

Date Paid: ____________________________.

<table>
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<tr>
<th>CHECK ONE:</th>
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<tbody>
<tr>
<td></td>
<td>Subconsultant</td>
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<tr>
<td></td>
<td>Supplier</td>
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<tr>
<td></td>
<td>Manufacturer</td>
</tr>
<tr>
<td></td>
<td>Services or Goods Supplied</td>
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</table>

__________________________
(Signature)

__________________________
(Name)

__________________________
(Title)

__________________________
(Date)
### SPECIAL CONDITION 12.0 - ATTACHMENT C
MONTHLY S/M/W/DBE SUBCONTRACTOR/VENDOR INFORMATION

<table>
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<tr>
<th>NAME &amp; ADDRESS OF S/M/W/DBE</th>
<th>DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED</th>
<th>DESCRIPTION OF SUPPLIES TO BE FURNISHED</th>
<th>ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT</th>
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Total Contract Amount: $__________

Total S/M/W/DBE Amount: $__________

Percentage of S/M/W/DBE Participation: ___________ %

Name of Surveyor: ________________________________

By: ________________________________
(Signature of Authorized Signatory)

Name: ________________________________
(Type or Print)

Title: ________________________________

Date: ________________________________

Verification Surveying Contract
SPECIAL CONDITION 12.0 - ATTACHMENT D
ANNUAL VERIFICATION OF S/M/W/DBE PARTICIPATION
FISCAL YEAR - OCTOBER 01 THROUGH SEPTEMBER 30

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<th>COLUMN 3</th>
<th>COLUMN 4</th>
<th>COLUMN 5</th>
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<td>S/M/W/DBE FIRM</td>
<td>ORIGINAL GOAL PER CONTRACT</td>
<td>REPORTED BY SURVEYOR</td>
<td>REPORTED BY S/M/W/DBE</td>
<td>VARIANCE</td>
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TOTAL CONSTRUCTION CONTRACT AMOUNT

| | |
| | |

ORIGINAL S/M/W/DBE GOAL

| | |
| | |

S/M/W/DBE GOAL ACCOMPLISHMENT

| | |
| | |

VARIANCE

| | |
| | |
SPECIAL CONDITION 12.0 - ATTACHMENT E
MONTHLY NOTIFICATION OF CHANGE OF S/M/W/DBE FIRMS

CONTRACT:

S/M/W/DBE FIRMS REPLACING EXISTING M/W/DBE FIRMS:
List name, address, description of work, dollar value of subcontract for each S/M/W/DBE firm being removed from the Contract and then identify the replacement S/M/W/DBE firm, with same data listed.

NEW M/W/DBE FIRMS HIRED:
List name, address, description of work, dollar value of subcontract for each S/M/W/DBE firm being hired. (Include a copy of S/M/W/DBE Firm's Current S/M/W/DBE Certification)

APPROVAL BY OWNER

By: ___________________________ Name

By: ___________________________ Title:

Signature of Authorized Signatory

Name: ___________________________ Date:

(Type or Print)

Title: ___________________________ Date:

Verification Surveying Contract

Contract No. 2459-VS
Exhibit "B" - Special Conditions
Page 12 of 12
<table>
<thead>
<tr>
<th>CC NO.</th>
<th>TITLE</th>
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<td>UNIT PRICE FORM</td>
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<td>PROGRESS PAYMENT PROCEDURES</td>
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<td>PROGRESS PAY ESTIMATE ATTACHMENTS</td>
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<td>5.0</td>
<td>ADDITIONAL DATA REQUIRED WITH EACH PROGRESS PAY ESTIMATE</td>
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<td>6.0</td>
<td>RETAINAGES</td>
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<td>ATTACHMENT A</td>
<td>5</td>
</tr>
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</table>
EXHIBIT "C"

COMPENSATION CONDITIONS

1.0 MEASUREMENT FOR PAYMENT

1.1 A normal eight (8) hour work day will include on-site time only. Travel time shall be included in the hourly rates.

1.2 Any SURVEYOR employee working at an hourly rate shall be responsible to record his own time on a time sheet furnished by SURVEYOR. That time sheet shall note the hours worked on each Construction Contract, list services performed on each Construction Contract and shall be signed by SURVEYOR's employee and OWNER.

1.3 The Work week shall be defined as Monday through Friday. Standard hourly personnel rates contained in the unit price form are based on eight (8) hours per day and forty (40) hours per week. Shift differential rates shall apply to nightshift work which has prior approval from OWNER. Overtime hourly personnel rates contained in the unit price form shall apply to hours worked on this Contract in excess of eight (8) hours on a normal work day and hours worked on Saturdays, Sundays or Holidays, provided such hours are paid as overtime to the employee by SURVEYOR. Shift differential overtime rates shall apply to hours worked on this Contract in excess of eight (8) hours on a nightshift and nightshift hours worked on Saturday, Sunday and Holidays. If SURVEYOR is unable to perform the Services during normal time and can only provide personnel in an overtime situation, then Standard hourly rates shall apply. Personnel time earned, other than on this Contract shall not determine if overtime rates are paid on this Contract. SURVEYOR shall not perform any work that will be charged as overtime without prior approval by OWNER.

1.4 All hourly rates for SURVEYOR personnel shall include all SURVEYOR overhead (field and home office), profit, insurance, field management, general management and report preparation by other than field personnel.

1.5 The hourly price for each respective Survey Party shall be all inclusive for the Services of the parties, including transportation, equipment, tools, and safety equipment necessary to accomplish the required verification survey included in the Contract documents.

1.6 The hourly rates for the Land Surveyor shall be all inclusive for the Services provided, including transportation costs, equipment, administration and management.

1.7 If less than eight (8) hours of work is required, SURVEYOR will be released for the day, and only the actual hours of on-site service is billable.

1.8 Should the Contractor's work not be ready as scheduled, SURVEYOR will be released for the day, unless other work can be arranged. If no other work can be arranged, SURVEYOR will be allowed two (2) hours of "show-up" time.

1.9 SURVEYOR shall notify OWNER as soon as expenditure reaches seventy-five percent (75%) of the currently approved Not-to-Exceed Value and advise if the remaining funds are sufficient to complete the Services. Should the remaining funds not be sufficient, SURVEYOR shall provide OWNER with an explanation and the revised estimated cost for anticipated completion of Services.
2.0 UNIT PRICE FORM

See ATTACHMENT A.

3.0 PROGRESS PAYMENT PROCEDURES

3.1 For the basis of Progress Payments, SURVEYOR shall use the unit prices as displayed in Article 2.0 of this section.

3.2 SURVEYOR shall divide each Progress Pay Estimate into the number of hours expended on the Construction Contract.

3.3 In addition, portions of this Contract may be funded by more than one funding source. These portions shall be identified by OWNER, and SURVEYOR shall further separate, detail and identify the work accomplished by each funded portion, of each Construction Contract in each Progress Pay Estimate.

3.4 SURVEYOR shall provide a draft Progress Pay Estimate to OWNER five (5) business days prior to submitting.

3.5 SURVEYOR shall submit Progress Pay Estimates to OWNER, in a format acceptable to OWNER, in original and two (2) copies, or via Primavera Contract Manager, at the OWNER’s discretion. Training and instruction to be provided to SURVEYOR’s personnel if Primavera Contract Manager is utilized for Progress Pay Estimate submittals.

3.6 All signatures by SURVEYOR's Authorized Representative on the Progress Pay Estimate shall be original, i.e., no photo copies, or electronic if Primavera Contract Manager is utilized.

3.7 SURVEYOR shall submit Monthly Progress Pay Estimates at a time of the month that is mutually satisfactory to OWNER and SURVEYOR.

4.0 PROGRESS PAY ESTIMATE ATTACHMENTS

4.1 Each Progress Pay Estimate shall be for the work performed since the last pay period.

4.2 In addition to each Progress Pay Estimate, SURVEYOR shall attach a copy of all field notes, calculations and survey work orders for all surveying that was conducted during the time period covered by the Progress Pay Estimate and an index of all data contained therein.

4.3 SURVEYOR shall attach a copy of each field time sheet which displays the time spent by an approved representative of SURVEYOR in behalf of OWNER, as a Land Surveyor.

4.4 All of the items in Article 4.2 and 4.3 shall be listed on a summary sheet with all unit prices shown and extended, with a total amount of the Progress Pay Estimate indicated on the summary sheet.

4.5 If more than one source of funding is involved in a Contract, all pay estimate attachments shall be so identified.

5.0 ADDITIONAL DATA REQUIRED WITH EACH PROGRESS PAY ESTIMATE

Before OWNER will process SURVEYOR's Progress Pay Estimates, SURVEYOR shall have submitted the following data with each Progress Pay Estimate for OWNER's review and approval:
A. Organizational Chart showing SURVEYOR's key personnel and their reporting relationships.

B. Evidence that SURVEYOR furnished insurance under Exhibit "A" - General Conditions, Article 22.0, Insurance is currently in force.

C. Evidence that any Safety Meetings required by SURVEYOR's Safety Program has been conducted, with a list of attendees attached, since approval of SURVEYOR's Safety Program, covering the time of the pay period.

6.0 RETAINAGES

OWNER will not hold any retainage against SURVEYOR on this Contract.

7.0 MEASUREMENT OF WORK FOR PROGRESS PAY ESTIMATE

An invoice and all support data shall be prepared by SURVEYOR as per Articles 3.0, 4.0 and 5.0 above, submitted in writing for OWNER's approval once each month at a time mutually agreeable to OWNER and SURVEYOR, covering the amount and value of work satisfactorily performed by SURVEYOR since the last Progress Pay Estimate. The quantity of work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number approved by OWNER of units of work satisfactorily completed in accordance with the Contract.

8.0 PAYMENT FOR WORK

Review by OWNER of SURVEYOR's estimate of the amount and value of the work performed will be accomplished within ten (10) calendar days of its receipt and a copy of the estimate, as approved, will be returned to SURVEYOR for Pay Estimate (invoice) preparation. If the Pay Estimate and support data are not approved, SURVEYOR is required to submit new, revised or missing information according to OWNER's instructions. Otherwise, SURVEYOR shall prepare and submit to OWNER an invoice in accordance with the estimate as approved. Within thirty (30) calendar days after receipt of such approved invoice, OWNER shall pay SURVEYOR one hundred percent (100%) of the calculated value of any work.

9.0 WAIVERS, RELEASES, CLAIMS

OWNER may, as a condition precedent to any such payment to SURVEYOR, require SURVEYOR to submit complete waivers and releases of any and all claims of any person, firm or corporation in connection with or in any way related to the performance of this Contract for prior progress payments. Upon request, SURVEYOR shall in addition furnish acceptable evidence that all such claims have been satisfied.

Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

A. Any claims are filed against SURVEYOR by OWNER or third parties, or if reasonable evidence indicates the probability of filing any such claims; or

B. SURVEYOR is in default of any Contract condition; or

C. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid.

OWNER will pay such withheld payments if SURVEYOR:
1. Pays, satisfies or discharges any claim of OWNER or third party against SURVEYOR arising out of or in any way connected with the Contract; or

2. Corrects all defaults in its performance under the Contract.

If claims filed against SURVEYOR or property of OWNER connected with performance under this Contract are not promptly removed by SURVEYOR after receipt of written notice from OWNER to do so, OWNER may remove such claims and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to SURVEYOR. If the amount of such withheld payments or other monies due SURVEYOR under the Contract is insufficient to meet such costs, or if any claim against SURVEYOR is discharged by OWNER after final payment is made, SURVEYOR and its surety or sureties shall promptly pay OWNER all costs incurred thereby regardless of when such claim arose.

10.0 FINAL PAYMENT

When SURVEYOR considers that all work under the Contract is complete, SURVEYOR shall forward the following to OWNER:

A. A written notice that all conditions of the Contract have been concluded.

B. A final billing for the Contract.

C. Itemize any amount due to all S/M/W/DBE Subcontractor vendors; and

D. A release of all claims against OWNER arising under or by virtue of this Contract, except such claims, if any, as may with the consent of OWNER be specifically excepted by SURVEYOR from the operation of the release in stated amounts to be set forth therein.

OWNER will review the written notices, final billings and release, and will respond to SURVEYOR within seven (7) calendar days after receipt of same. On the date of Notice of Completion, OWNER after evaluation will commence processing SURVEYOR's payment and shall make final payment to SURVEYOR within thirty (30) days of the date of Notice of Completion.
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7/3/2018
# McCarran International Airport
**Clark County, Nevada**

**Exhibit "D"**
**Technical Specifications**

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EXHIBIT “D”
TECHNICAL SPECIFICATIONS

1.0 SCOPE OF SURVEY SERVICES

1.1 SURVEYOR shall provide Survey Services on the Construction Contract(s) detailed in Section 2.0 below. The Services required to be performed under this Contract shall include furnishing all qualified personnel, survey instruments, transportation, field notebooks, stakes and any other items required to verify the accuracy of location and quantity surveys performed by the various Construction Contractors engaged in Airport Improvement Projects. The verification process shall assure that the Construction Contractor’s field survey notes accurately reflect the installed condition of the work both from a location and quantity point of view.

1.2 The Survey Services provided under this Contract are intended only for verification, at the direction of OWNER, that the Construction Contractors are performing their layout functions and location/quantity surveys as required by their individual Contracts. It is not the intent of OWNER, under this Contract, to provide horizontal/vertical control or layout provided in the Construction Contracts. Survey services will include notification and transmittal of all survey data pertaining to utilities (as outlined in section 1.4) to the OWNER.

1.3 Records - All survey data shall be recorded in accordance with standard methods. Original field notes, computations and other records for the purpose of verifying the accuracy of Contractor layout and quantity surveys shall be recorded in field notebooks. SURVEYOR, upon completion and reduction of survey notes, provide copies to OWNER. Copies of notes shall be furnished weekly, copies of SURVEYOR certified completed field notebooks will become the property of OWNER and originals will be maintained by SURVEYOR. Notes not in acceptable format will be rejected. Illegible notes or erasures are not acceptable and may result in re-surveys.

1.4 All acquired data shall be provided to OWNER in timely fashion. Determination of the Construction Contractor's survey accuracy acceptability will be by OWNER or, at OWNER’s specific direction, may be made by the Land Surveyor and reported to OWNER.

1.5 All surveyed utilities including, but not limited to, storm water, water, wastewater, jet fuel, electrical, natural gas, FAA, and communications shall be transmitted after completion of the survey verification duties to the OWNER as outlined in Section 1.2, 1.3 & 1.6.

1.6 Digital copies of surveyed utility data as outlined in section 1.5 will be delivered in CAD dwg format and will become property of Owner. Submitted CAD data must adhere to established DOA CAD drafting standards as described below and provided by owner at initiation of project. Notes and digital files not in acceptable format will be rejected.

Utility data in CAD dwg format shall meet the requirements of DOA outlined in the drafting standards for all sections listed below. Only these sections of the standards need to be met for this deliverable.

1.3 Basic Requirements
3.1 Classification
3.2 Element Phasing Descriptions
4.1 Sheet Numbering
5.1 Layer Names
5.2 Additions or Changes to Layering Standards
6.2 Coordinate System
Appendix B Layering Guide

1.6.5 Coordinate System. The SURVEYOR shall use the coordinate system that is used in the Construction Drawings.
1.7 **Degree of Accuracy** - The degree of accuracy for acquired data shall be of the same order as that required of the Construction Contractors.

A. Points for cross-sections shall be reported to the nearest 0.1 foot (horizontally and vertically).
B. Grade stakes shall be reported to the nearest 0.01 foot.
C. Alignments of tangents and curves shall be reported within 0.1 foot.
D. Points for structures shall be reported to the nearest 0.01 foot unless closer tolerances are required by special features.

1.8 Replacement of survey control points and benchmarks disturbed by construction activity is the responsibility of the involved Construction Contractor. Land Surveyor shall check and verify the accuracy of the replacement, by making appropriate ties to existent undisturbed monuments and comparing results to record ties.

1.9 The number of surveying assignments and the degree of verification associated with each assignment will be at the direction of OWNER, under an individually controlled work order. Each work order will describe the general location and duration of construction work to be verified.

1.10 Survey Services shall be performed under the supervision of a Professional Land Surveyor registered in the State of Nevada, who will be responsible for evaluating the accuracy and completeness of the Land Surveyor's field survey verification.

1.11 Field forces shall be organized into either two or three-man survey parties consisting of:

A. Party Chief: Minimum of five (5) years experience in heavy construction performing similar work.
B. Instrument Man: Minimum of three (3) years experience in similar work.
C. Rod Man: Minimum of two (2) years similar experience.

1.12 Provide OWNER legal descriptions for all utility encroachments on DOA property to satisfy any public utility requirements for the purpose granting easements.

2.0 **SCOPE OF CONSTRUCTION CONTRACTS**

2.1 **DESCRIPTION OF WORK**

Contract No. 2459 – LAS Extend Taxiway C

OWNER will execute a contract with a Contractor to perform the extension of Taxiway “C” between Taxiways “D” and “G” (approximately 75’ x 2600’) at McCarran International Airport, in accordance with current FAA design criteria. The project will include the placement of Portland Cement Concrete taxiway and asphalt pavement, the installation of LED centerline lighting and guidance signage, and drainage improvements.

2.2 The preceding list of Construction Contracts is subject to change. There may result from such changes, an increase or decrease in the amount of Work that might be required under the terms of this Contract.

2.3 **Construction Contract Documents**

2.3.1 SURVEYOR will be provided an electronic set of Contract Documents for each Construction Contract included in SURVEYOR’s Contract.

2.3.2 SURVEYOR may contact OWNER to examine any other Construction Contract documents associated with the work.
3.0 REPORTING REQUIREMENTS

3.1 VERIFICATION SURVEY WORK ORDER

SURVEYOR shall report to OWNER at beginning of each work day to receive an executed "Verification Survey Work Order and Daily Log" form.

No work shall be performed by SURVEYOR without this written order.

3.2 RESULTS OF DAILY VERIFICATION SURVEY

SURVEYOR shall report to OWNER at end of each work day with the fully executed "Verification Survey Work Order and Daily Log" form.

On the form, SURVEYOR shall write the results of the survey work conducted that day.

SURVEYOR shall attach to the form a copy of all field notes generated that day.

3.3 TIME REPORTS

SURVEYOR shall report to OWNER at end of each day the personnel hours expended that day, per person, per construction contract, per funding source.

SURVEYOR shall prepare form with above data, which shall be signed by OWNER, with copy to OWNER.

Copy of signed SURVEYOR time sheet shall be included in the appropriate Progress Pay Estimate.

3.4 QUANTITY VERIFICATION

SURVEYOR shall report to OWNER at end of each day the personnel hours expended that day, per person, per construction contract, per funding source.

SURVEYOR shall prepare form with above data, which shall be signed by OWNER, with copy to OWNER.

Copy of signed SURVEYOR time sheet shall be included in the appropriate Progress Pay Estimate.

3.5 FINAL REPORT

SURVEYOR shall report to OWNER at the end of Construction activities a Final Report that includes the following:

- Quantity verification for bid items (finalized)
- Finished grade elevations
- As-built utility CAD data
# Exhibit “E” — Required Contract Provisions

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<td>3.</td>
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<td>FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)</td>
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<td>5.</td>
<td>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</td>
<td>4</td>
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</tbody>
</table>
EXHIBIT "E"
REQUIRED CONTRACT PROVISIONS

1. GENERAL NOTES

For purposes of this Exhibit E, the term "contract" includes subcontracts.

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

2. CIVIL RIGHTS - GENERAL

The SURVEYOR 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 SURVEYOR and subtier consultants from the Contract negotiation 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.

3. CIVIL RIGHTS – TITLE VI ASSURANCE

A. 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.

B. Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Contract, the SURVEYOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "SURVEYOR") agrees as follows:

1. Compliance with Regulations: The SURVEYOR (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.

2. Non-discrimination: The SURVEYOR, 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 SURVEYOR 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.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the SURVEYOR 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 SURVEYOR of the SURVEYOR’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The SURVEYOR 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 SURVEYOR is in the exclusive possession of another who fails or refuses to furnish the information, the SURVEYOR 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.

5. Sanctions for Noncompliance: In the event of a SURVEYOR’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:

   a. Withholding payments to the SURVEYOR under the contract until the SURVEYOR complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The SURVEYOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The SURVEYOR 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 SURVEYOR becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the SURVEYOR may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the SURVEYOR may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the SURVEYOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "SURVEYOR") 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).

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

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

5. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. SURVEYOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The SURVEYOR 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). SURVEYOR 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.
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)
☐ Sole Proprietorship  ☐ Partnership  ☐ Limited Liability Company  ☐ Corporation  ☐ Trust  ☐ Non-Profit Organization  ☐ Other

Business Designation Group (Please select all that apply)
☐ MBE  ☐ WBE  ☐ SBE  ☐ PBE  ☐ VET  ☐ DVET  ☐ ESB


Number of Clark County Nevada Residents Employed: 64

Corporate/Business Entity Name: VTN Nevada

(Include d.b.a., if applicable)

Street Address: 2727 S. Rainbow Blvd.
City, State and Zip Code: Las Vegas, NV 89146

Telephone No: 702-873-7550
Fax No: 702-362-2597

Nevada Local Street Address: Same as above
City, State and Zip Code: Same as above

Local Telephone No:

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
Gene D. Krametbauer  President  86.8%
Robert C. Hosea, III  Principal  5.3%
Anthony Zicari  Principal  5.3%

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   ☐ Yes  ☑ No
   (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   ☐ Yes  ☑ No
   (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature: [Signature]  Print Name: Gene D. Krametbauer
President  Date: 6-12-18

REVISED 7-25-2014
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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</table>

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

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

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

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

For County Use Only:

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

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

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

Notes/Comments:

-----------------------------------------------------
Signature

Print Name
Authorized Department Representative

REVISED 7/25/2014