PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURE SERVICES
CONTRACT FOR – SEARCHLIGHT TRAILS – PHASE 1

THIS CONTRACT, made and entered into this 3rd day of March, 2009, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and The WLB Group, a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as ENGINEER.

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

ENGINEER
Brian Patterson, R.L.A.  
Director of Operations  
The WLB Group, Inc.  
2551 N. Green Valley Parkway, Suite A-425  
Henderson, NV  89014

COUNTY
Denis L. Cederburg, Director  
Clark County Public Works  
500 South Grand Central Parkway  
Las Vegas, Nevada 89106  
(702) 455-6020

WITNESSETH

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

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

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

ARTICLE I: DEFINITIONS

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

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

“Hourly Rate” is defined as the rate of pay on an hourly basis of the ENGINEER’s employees whose time will be directly chargeable to this Contract. The rate of pay to be used by the
ENGINEER under this Contract are those specified in Exhibit “A” attached hereto and made a part hereof by this reference.

“Project Area” means the area within Clark County, Nevada, specifically consisting of APN 243-35-501-004 and 243-35-601-003, consisting of roughly 18.42 acres.

“Project” means Searchlight Trails - CC50 – The 1 mile long, 10’ wide no-equestrian/non-motorized multi-use trail is proposed on the Clark County property adjacent to the existing Searchlight Community Center. The trail shall include an at-grade crossing at Cottonwood Cove, fencing, signage, rest stops, exercise stations, and hazard protection facilities (if needed). The trail alignment shall meander within the boundaries of the Clark County property along and north of Cottonwood Cove Road, between Michael Wendall Way and Gasline Road. A sketch of the site map of the Project area is shown on Exhibit “B” attached hereto and made a part hereof by this reference.

“COUNTY Representative” means PBS&J, who has been retained by the COUNTY to provide Program Management for the Southern Nevada Public Land Management Act (SNPLMA) Projects. In this capacity, PBS&J acts as the COUNTY liaison and provides project administration and management including but not limited to: monitoring project schedule and budget, reviewing design documents, facilitating coordination meetings, assisting in obtaining permits, facilitating obtaining approvals from regulatory agencies, and facilitating Project procurement as required.

“Project Team” means the team chartered by the Director of Parks and Recreation.

**ARTICLE II: SCOPE OF EMPLOYMENT**

2.01 **In General**

The ENGINEER shall perform the Basic Services specified in Section 2.02, as well as those Special Services specified in Section 2.03 hereof that the Director authorizes the ENGINEER, in writing, to perform.

Engineering Services to be provided under the terms of this Contract shall be performed in conformance with the following policies and design criteria:

- “Uniform Standard Specifications for Public Works’ Construction Off-Site Improvements, Clark County Area, Nevada”, Third Edition and all revisions
- “Uniform Standard Drawings for Public Works’ Construction Off-Site Improvements, Clark County Area, Nevada”, Volume I and II dated December 2000, and all revisions
- Manual on Uniform Traffic Control Devices (MUTCD), latest edition
• “Hydrologic Criteria and Drainage Design Manual”, published by Clark County Regional Flood Control District (CCRFCD)
• “2007 Standard Plans for Road and Bridge Construction”, published by Nevada Department of Transportation (NDOT)
• “Uniform Design and Construction Standards (UDACS) for Water Distribution Systems”, latest edition, published by the Las Vegas Valley Water District (LVVWD)
• Clark County Water Reclamation District (CCWRD) “Design and Construction Standards (DACS) for Wastewater Collection Systems”, latest edition, published by Clark County Water Reclamation District (CCWRD)
• Clark County Comprehensive Plan Trails Element
• Clark County Trails Development Standards which can be found at:

Requirements of Americans with Disabilities Act (ADA), shall take precedence over all of the above design criteria. The following document shall be used to meet ADA requirements:


Whenever the ENGINEER, in the course of performing the Basic Services, is required to present recommendations to the Director with respect to the advisability of or the need for any Special Service, such recommendation shall be in writing and shall include a recommended scope of work for such Special Services and a recommended range of fees. If the ENGINEER recommends subcontract services, the recommendation shall also include the name(s) of the subcontractor(s) recommended by the ENGINEER and, if requested, a copy of the subcontract proposal(s).

2.02 Basic Engineering Services

Beginning on the date the Director notifies the ENGINEER to begin performance (Notice to Proceed), the ENGINEER shall furnish the engineering and landscape architecture services and materials necessary to produce detailed construction drawings, specifications, and opinion of probable construction cost that enable the COUNTY to obtain necessary permits, advertise, award and administer a construction contract for the Project. Design submittals shall include progressively more detailed plans, specifications, and opinion of probable construction cost. Design factors shall include connectivity to other new or existing trails and/or parks in Searchlight, resistance to vandalism, and ease
of maintenance. The trail shall be ADA compliant and is anticipated to include the following design components and amenities:

A. The Detailed Scope of Work contained in Exhibit “C” attached hereto and made a part hereof by this reference details the civil engineering, hydrology, environmental engineering, traffic engineering, surveying, and electrical engineering necessary for the Project and shall be considered part of the Basic Engineering Services. The trail shall have the following development program based on the available budget:

- Paved, one (1) mile long, ten (10) foot wide, multi-use (non-motorized, non-equestrian) trail
- Shade structures
- Rest stops
- Drinking fountains
- Exercise stations and bike racks
- Lighting – solar powered, low level bollard style
- At-grade road crossing at Cottonwood Cove Road
- Fencing
- Signage – five (5) interpretive kiosks - information to be provided by museum historian
- Landscaping and plant life kiosks
- On-site relocation of mining equipment

B. Project Management: Provide day-to-day work to administer interrelated activities; manage personnel and resources; keep the CCPW Project Manager informed of project status, issues, or concerns; prepare and submit quarterly updates of a detailed Project schedule in Microsoft Project format that includes tasks, responsibilities, and deliverables; prepare and submit monthly invoices; monitor Project budgets; and prepare and distribute Project progress reports or other correspondence as determined to be necessary.

C. Coordination with the COUNTY’S Representative. As directed by the CCPW Project Manager, for the duration of the Project, coordinate design efforts through the Program Manager, who has been retained by the COUNTY to provide Program Management for the Southern Nevada Public Land Management Act (SNPLMA) Projects. In this capacity, the Program Manager acts as the COUNTY liaison and provides project administration and management which may include but not limited to monitoring project schedule and budget, reviewing and processing monthly invoices, reviewing design documents, facilitating coordination meetings, assisting in obtaining permits and approvals from regulatory agencies, and facilitating Project procurement as required.

D. Agency, Project Stakeholders, and Utility Coordination. In cooperation with the Project Manager and/or the Program Manager, participate in coordination efforts with the project team, Clark County Public Works Department (CCPW), Clark County Parks and Recreation Department (CCP&R), Clark County Department of Air
Quality and Environmental Management (DAQEM), Clark County Regional Flood Control District (CCRFCD), Regional Transportation Commission of Southern Nevada (RTC), Nevada Department of Transportation (NDOT), Laughlin Town Manager’s Office, Searchlight Town Advisory Board (TAB) and various other Clark County departments and divisions, utility service providers, and other local, state and federal governmental agencies that will participate in the design of the Project. Coordinate with adjacent property owners and other consultants in the vicinity of the Project as directed by the COUNTY. Prepare formal notification letters to alert affected agencies of the Project’s needs and requirements. Prepare all permit applications, documents and correspondence as required by regulating agencies. The ENGINEER shall provide the COUNTY with copies of all correspondence related to these activities. Refer to Exhibit “C”, Paragraph 5.0 for additional details.

E. Utility Coordination. Provide utility companies with plans and specifications for the Project, and other information regarding the installation of new utilities, and/or relocation/realignment of existing utilities necessary to construct the project. Provide to the Director a copy of all correspondence between the utility companies and the ENGINEER. Refer to Exhibit “C”, Paragraph 4.0 for additional details.

F. Quality Control/Quality Assurance (QA/QC). Perform QA/QC reviews and make all corrections and/or revisions on all reports, drawings, quantity estimates and any other documents prior to submittal to the Director for review and comment. All submittals made to the Director shall include a letter from the ENGINEER certifying that QA/QC reviews have been performed by the ENGINEER and corrections made prior to submitting to the Director. At the request of the Director, the Engineer shall submit the redline check set of QA/QC drawings, reports and any other documents included in the submittals.

G. Kick-Off Meeting. Within fifteen (15) calendar days after receipt of the Notice to Proceed from the Director, coordinate with the CCPW Project Manager to schedule, prepare an agenda, and convene the Kick-Off Meeting with all affected COUNTY departments, and other agencies involved in the Project. The Kick-Off Meeting is intended to introduce key Project personnel, define areas of responsibility and communication protocols, review the scope of work and schedule for the Project, review the timing and intent of the Project deliverables, clarify deliverables, and review procedures and schedules. Minutes for the Kick-Off Meeting will be prepared and distributed by the Engineer for review and approval.

H. Site Visit / Data Collection. Submit in writing to the Director a list requesting documents, such as as-buils, studies, prior reports and other items relevant to the Project within fifteen (15) calendar days following the receipt of the Notice to proceed. Contact utility agencies, perform research, and obtain existing and proposed utility information regarding electrical, telephone, gas, water, sewer, cable television and other utility facilities within the project area. Obtain, document and review existing reports and data pertaining to the Project. Arrange to obtain and review the requested existing information including: Searchlight Park Master Plan, preliminary
design report(s), survey maps, new traffic studies from housing development across
the street, environmental studies and reports, drainage reports, geotechnical reports,
improvement plans (approved and in-process), and development records. Visit the site
and assess existing conditions that may be useful in the design of the project. Site
visit will include appropriate COUNTY staff, the Program Manager and others
having an interest in the project.

I. Survey, Mapping and Right of Way. Provide survey services by subconsultant or
otherwise as required for the Project. Conduct aerial topography supplemented with
field survey necessary to complete the design. The aerial topography shall include
100’ beyond the boundary lines. Field survey shall include obtaining data on existing
monumentation required to establish control for the project, existing manmade
improvements, and existing drainage structures. Identify and obtain easements,
prepare a horizontal control drawing, and obtain field survey. Topographic mapping
shall be scaled at 1” = 40’ horizontal with contour intervals of 1 foot, based upon a
published Clark County benchmark. Specifically, these tasks shall include:

a) Locate all survey monuments within the limits of the Project so they may be re-
established if destroyed during construction.

b) Research existing surveys, parcel maps, and other records as necessary to obtain
needed data to prepare existing rights-of-way, easements and control drawings.

c) Establish geometry necessary to determine alignment and right-of-way
requirements, layout improvements and facilities in sufficient detail to establish
limits of construction for the project. Identify right-of-way or easement issues that
may prohibit proceeding with the planned alignment, including securing
temporary construction easements, and present alternatives and recommendations
to resolve these issues.

d) Establish both horizontal and vertical control for the Project including preparation
of a horizontal control drawing scaled by a Nevada Professional Land Surveyor to
identify, as a minimum, horizontal and vertical control points. All survey shall be
in State Plane Coordinates (horizontal) and NAVD 88 (vertical).

J. Progress Meetings: The ENGINEER shall schedule and prepare agendas for progress
meetings for the duration of the project as shown on the Project Schedule. The
meetings will be attended by the ENGINEER's Project Manager, Project Engineer
and other key management personnel as determined to be necessary. Refer to Exhibit
"C", Paragraph 7.0 for additional details.
K. Design Development Plan. Within sixty (60) calendar days after receipt of the Notice to Proceed prepare and submit a Design Development Plan. The Design Development Plan will represent the established program for the site and will include information obtained as part of the data collection activity. Refer to Exhibit “C”, Paragraph 6.0 for additional details.

L. Drainage Study. Complete a drainage study to address the offsite and onsite drainage patterns that impact the project. The study shall be performed in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydrologic Criteria and Drainage Design Manual. Specifically these tasks shall include:

- Analysis, summary of results and recommendations regarding the handling of the off-site storm water run-off for the 100-year storm event crossing the site and the proposed trail pathway. The drainage study shall include drainage basin delineation, hydrologic models for the existing and future conditions and the hydraulic analysis of the existing and proposed drainage features to carry flow at existing crossings.

- Utilize available drainage studies. Conduct field investigations and use aerial topography to determine and identify existing drainage patterns and potential problem areas that must be considered in the planning and location of the improvements. Peak 100-year flow rates shall be established using the hydrologic model from the most current CCRFCD Master Plan Update.

M. Design and Construction Documents. Prepare and furnish the progress design drawings and special provisions to the Director, for review and comments, at the sixty percent (60%), ninety (90%) pre-final, and one hundred percent (100%) final design stages. Submit the 60% Design Development Plan and construction cost estimate within forty five (45) calendar days following the receipt of the Notice to Proceed. Submit the ninety (90%) Pre-Final Construction Documents within forty five (45) calendar days following the receipt of review comments of the 60% Design Plans and documents. Submit the 100% Final Construction Documents within thirty (30) calendar days following the receipt of review comments of the 90% Pre-Final Construction Documents. Refer to Exhibit “C”, Paragraph 8.0 for additional information.

N. Cost Estimates. Prepare detailed cost estimates by funding source and proposal forms including summaries of bid items and quantities, all based on a unit price system of bidding unless the Director prescribes another system of bidding; such estimates to be based on the best available data. Additionally, The ENGINEER shall estimate the quantities of materials for the Project using the care and skill employed by professionals engaged in similar tasks. The ENGINEER shall attest to the accuracy of the plan quantities provided by the ENGINEER for the bid schedule and that such quantities have been checked by independent calculations and any differences reconciled. Refer to Exhibit “C”, Paragraph 8.0 for additional information.
O. Special Provisions and Drawings. Prepare and furnish to the Director electronic copies (CD) of all Project special provisions and drawings in Adobe Acrobat “.pdf” and AutoCAD “.dwg”; one (1) set of final full size original Mylar drawings, special provisions, and proposals all in a form approved by the Director and suitable for reproduction.

P. Biddable Construction Documents. Within seven (7) calendar days after receipt of the Final Design review comments from the Director, prepare and furnish to the Director electronic copies (CD) of all Project special provisions and drawings in AutoCAD format; one (1) set of final, full-size, original drawings with only the cover sheet in Mylar, special provisions, original stamped opinion of probable construction cost, and bid estimate forms, all in a form approved by the Director, suitable for reproduction, and that will enable the COUNTY to advertise, award and administer a construction contract for the Project.

Q. Construction Contract Procurement Assistance: Assist the COUNTY by attending the construction contract pre-bid meeting and preparing addenda, and assisting in the advertisement, tabulation, and analysis of bids received for the Project, and present written recommendations with respect to such bids to the Director.

R. Issued for Construction Documents. Within thirty (30) days following the opening of construction bids for the Project, prepare and furnish to the Director full size reproducible drawings and special provisions, and a CD with all drawing files in Adobe Acrobat “.pdf” and AutoCAD “.dwg” format incorporating all revisions, clarifications and addenda identified during bidding as requested by the Director. These documents shall constitute the “Issued for Construction” contract documents. Each drawing sheet shall be dated and stamped to indicate “Issued for Construction” plans. The cover or index sheet of the special provisions shall be dated and stamped to indicate “Issued for Construction Specifications.”

S. Design Fees Invoice Submittals. Submit periodical detailed invoices for the design effort of the project to the CCPW Project Manager.

T. Funding Source Disclosure. Any materials developed for public planning documents or public scoping meetings must include the following conspicuously placed disclosure, “Funding has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act.”

U. Funding Source Disclosure Site Signage. The Project site must include conspicuously placed signage, which states, “Funding has been provided by the Bureau of Land Management through the sale of public lands as authorized by the Southern Nevada Public Land Management Act.”
V. Special Services Recommendations. Present recommendations to the Director as to the advisability of, or the need for, any of the Special Services as set forth in Section 2.03 hereof, and upon approval of such services by the Director, plan and supervise such services in relation to the ENGINEER'S other tasks.

W. Public Presentations. After approval of the 60% plan and Design Development package provide (1) one presentation to the public and (1) one to the Town Advisory Board. The forum will be coordinated with and facilitated by the program manager (PBS&J).

2.03 Special Services

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

A. Geotechnical. Provide geotechnical engineering services and develop recommendations for structural foundations, slope stability, and excavations. Perform soils tests providing data and recommendations regarding foundation type, soil unit weights, moisture contents, moisture density curves, gradations, plasticity, soil classifications, ultimate soil strength, chemical composition, soil resistivity, ground water depth, settlement potential, recommendations, and other appropriate tests. Analyze data and prepare a report of soil conditions and provide foundation design data applicable to the Project. Submit copies of draft and final geotechnical studies and technical memoranda to the CCRFCD and CCPW and secure concurrence with studies and recommendations for Project improvements. (If possible get an update to any recent existing geotechnical report).

Deliverable: Geotechnical Report with appropriate agency concurrences.

B. Structural Engineering. By consultant or otherwise, using the geotechnical information provided above, provide the structural engineering design of the proposed shade structures. Submit structural design calculations with the final design.

Deliverable: Structural design, analysis and calculations.

C. Onsite Environmental Evaluation. By subconsultant or otherwise, research and evaluate existing environmental studies and permits. Identify site specific environmental constraints impacting the construction of the Project. Prepare a report documenting the findings, location map for native and endangered species, and mitigation recommendations to improve air quality and wildlife habitat, and restore and enhance native species habitat. Submit five (5) copies of the draft and five (5) copies of the final onsite environmental evaluation report to CCPW and CCP&R.
Deliverable:

Draft Onsite Environmental Evaluation.
Final Onsite Environmental Evaluation.

D. Utility line relocation. Provide sanitary sewer design to existing municipal sanitary sewer system as needed or directed by the Public Works project manager.

E. Provide additional design and related services in the event the Director finds it necessary to perform additional work not specified in Sections 2.02, but required for and related to the Project.

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

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

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

I. Provide written responses to requests from the Director for technical clarifications and information during construction of the Project when such clarification and need for technical information are not the result of negligent errors or omissions on the part of the ENGINEER, or lack of clarity and detail on documents prepared by the ENGINEER.

J. Perform post-design services to begin once the COUNTY awards the construction of this Project to a contractor. Typical items to be completed include:

   i. Respond to contractor initiated requests for additional information.

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

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

   iv. Review proposed construction change authorizations submitted by the contractor.

   v. Cause a registered professional, who has substantial responsibility with respect to the design and preparation of the plans and specifications for the Project to make periodic visits to the construction site to observe the progress and general quality of the work. Such visits shall be made at
appropriate time intervals, at least as often as once every ten (10) days that work is performed on site (excluding days on which work is substantially ceased because of weather or similar factors). After each visit, the ENGINEER shall make a report written to the Director with respect to the progress and general quality of the work and the relationship of the work to the construction contract documents. This task shall not be construed to include the services of a Resident Project Representative.

K. Following completion of Project construction and within sixty (60) days of receipt of hard copy as-built mark-ups, furnish to the Director full size mylar drawings, along with all drawing files in Adobe Acrobat “.pdf” and AutoCAD “.dwg” format, incorporating all revisions and clarifications identified during construction as requested by the Director. These documents shall constitute the “Record” contract documents. Each drawing sheet shall be dated and stamped to indicate “Record Drawings.” The Engineer shall also return the hard copy as-built markups to the Director. An index of all drawing files, including reference files, shall also be provided.

L. Concurrent with the completion of 2.03 K above, furnish the Director a CD containing the imaged as-built “Record Drawings” for the Project, imaged preliminary or final design reports, if applicable, and other imaged documents as requested by the Director. The format for imaged files shall be single image, 300 dpi “adobe acrobat (.pdf)” or other format acceptable to the Director. An index of all drawing files, including reference files, shall also be provided.

2.04 Approvals Required

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

ARTICLE III: DUTIES OF THE COUNTY

3.01 Other Duties

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

B. Provide timely reviews, approvals or responses for reports, plans and correspondence submitted by the ENGINEER to the COUNTY.
C. Perform and provide to the ENGINEER, evaluations on the ENGINEER’s performance of the work specified herein. Evaluation will be made at the completion of the ENGINEER’s services specified in 2.02 Basic Services.

D. If the one hundred percent (100%) final drawings submitted by the ENGINEER to the Director as specified in Subsection 2.02 are acceptable to the COUNTY and the COUNTY wishes to receive the final Mylar drawings, plans, specifications, notices to bidders, and proposals, approve such final plans in writing.

The COUNTY’s approval herein shall not relieve the ENGINEER of its responsibility to correct errors on the drawings, plan, specifications and proposals furnished by the ENGINEER under this Contract, and no payment to the ENGINEER will be made by the COUNTY for correction of such errors.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

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

<table>
<thead>
<tr>
<th>TASK</th>
<th>COMPLETION TIME</th>
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<tbody>
<tr>
<td>2.02 B through F</td>
<td>Throughout the duration of the contract.</td>
</tr>
<tr>
<td>2.02 G. Kick-Off Meeting</td>
<td>Within fifteen (15) calendar days following receipt of the Notice to Proceed, submit request for documents. (Site visit with Clark County staff).</td>
</tr>
<tr>
<td>2.02 H. Data Collection</td>
<td>Within thirty (30) calendar days following receipt of the Notice to Proceed.</td>
</tr>
<tr>
<td>2.02 I. Survey, Mapping and Right of Way</td>
<td>Within the period required to produce the design plans.</td>
</tr>
<tr>
<td>2.02 J. Progress Meetings</td>
<td>Will be determined at the Kick-Off Meeting. Six (6) total, two (2) in Searchlight, four (4) in Clark County.</td>
</tr>
<tr>
<td>2.02 K. Design Development Plan</td>
<td>Within sixty (60) calendar days after the receipt of the Notice to Proceed.</td>
</tr>
<tr>
<td>2.02 L. Drainage Study</td>
<td>Within the period required to produce the design plans.</td>
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<tr>
<td>2.02 M. Design &amp; Construction Documents</td>
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Within sixty (60) calendar days following the receipt of the Notice to Proceed.

Within forty five (45) calendar days following the receipt of the comments from the Director on the sixty percent (60%) submittal.

Within thirty (30) calendar days following the receipt of comments from the Director on the ninety percent (90%) pre-final submittal.

Within seven (7) calendar days following receipt of the Final Design review comments from the Director.

Within the time period as specified by the Director.

Within thirty (30) calendar days after the opening of construction bids for the Project.

Within the time period as specified by the Director.

Within the time period as specified by the Director in the notice to perform such Special Service tasks.

At the completion of Project construction, within sixty (60) calendar days of receipt of hard copy as-built mark-up.

4.02 Time Extensions

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

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Service fees plus the Special Service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the
total amount payable to the ENGINEER under this Contract or in connection with the subject matter of this Contract, exceed the sum of eighty-six thousand four hundred and 00/100 Dollars ($ 86,400.00) for Basic Services, plus twenty-six thousand and 00/100 Dollars ($26,000.00) for Special Services, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

5.02 Basic Services and Special Services Fees

Compensation for the engineering services provided herein will be made on the basis of ENGINEER’s hourly rate schedule in Exhibit “A”, plus direct non-salary expenses, plus actual approved subcontractor or subconsultant costs.

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

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

B. Out of town travel expenses associated with the Project, provided the COUNTY has given written prior approval for such expenses; this includes up to two (2) meetings in Searchlight and two (2) site visits.

C. Subconsultant or subcontractor services, provided the COUNTY has given written prior approval for such services; this includes: geotechnical, structural, traffic, environmental, electrical.

D. Direct expenses necessary to conduct the public meeting. These direct expenses to include rental items, meeting refreshments, table cloths, etc.

E. Plan checking fees and permits associated with shade structures for the project.

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

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

<table>
<thead>
<tr>
<th>TASK</th>
<th>MAXIMUM AMOUNTS</th>
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<tbody>
<tr>
<td>Basic Services 2.02</td>
<td>$86,400.00</td>
</tr>
<tr>
<td>Special Services 2.03</td>
<td>$26,000.00</td>
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</table>
5.03 **Method of Payment for Basic and Special Services Fees**

The ENGINEER will be paid on the basis of monthly invoice, submitted by the ENGINEER and approved by the Director, showing the specific tasks accomplished under Sections 2.02 and 2.03 hereof during the preceding month. Additionally, the ENGINEER shall furnish with each invoice a summary of work performed during the invoice period. Within thirty (30) days of receipt of an invoice, the Director shall approve, or reject with cause, the invoice. The approved invoice shall then be reduced by five percent (5%); such five percent (5%) representing a retention. The ninety-five percent (95%) not retained shall be paid to the ENGINEER after receipt of an approved invoice.

Fees shall be invoiced in the month which follows performances of such services and shall be paid by the COUNTY within sixty (60) days after receipt of an invoice submitted by the ENGINEER and approved by the Director unless the Director notifies the ENGINEER within such period of time that a payment or a portion thereof for the services rendered is in dispute. The COUNTY agrees that it will not unreasonably delay or withhold payment or approval of any invoice submitted by the ENGINEER.

The retention shall be paid to the ENGINEER upon completion of all engineering services contemplated herein and within sixty (60) days following the date on which the ENGINEER has submitted an invoice requesting payment and approved by the Director. No interest will be paid on retention.

Pursuant to NRS Chapter 338, the parties hereby agree that no penalty will be imposed upon the COUNTY for failure to pay the ENGINEER in a timely manner nor will the COUNTY require a discount for timely payment in accordance with the terms set forth in this Contract.

**ARTICLE VI: APPROVALS**

6.01 **Approvals**

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

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

B. This Article VI, and in such event, such a waiver shall only be effective as to the specific items and the characteristics thereof identified in the writing.
ARTICLE VII: TERM AND TERMINATION

7.01 In General

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

7.02 Termination by the COUNTY

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

ARTICLE VIII: INSURANCE

8.01 In General

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

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

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

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

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

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must
be entered on the required certificate of insurance. Any notice given to the ENGINEER with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company’s rating, as shown in the latest “Best’s Key Rating Guide” shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the ENGINEER, including the rating and financial health of each insurance company providing coverages, is subject to approval by the COUNTY.

8.03 Additional Coverage

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

8.04 Notice of Cancellation

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

8.05 Special Conditions

A. ENGINEER agrees, as a condition precedent to the performance of any work under this Contract and as a precondition to any obligation of COUNTY to make any payment under this Contract, to provide COUNTY with a certificate issued by the Employer’s Insurance Company of Nevada in accordance with Nevada Revised Statutes Section 616B.627. Prior to the expiration of such coverage, ENGINEER shall provide COUNTY with proof of continued coverage as a condition precedent to the continuation of work and payments under this Contract.

B. ENGINEER agrees to maintain coverage for industrial insurance pursuant to the terms of Nevada Revised Statutes Chapter 616 throughout the term of this Contract. If ENGINEER does not maintain such coverage, or fails to provide proof of continued coverage, ENGINEER agrees that COUNTY may withhold payment, order the ENGINEER to stop work, suspend the Contract or terminate the Contract.
8.06 **COUNTY’s Remedies**

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

A. Terminate the Contract

B. Declare the ENGINEER in breach of Contract

C. Purchase replacement insurance or

D. Pay the premiums that are due on existing policies in order that the required coverage may be maintained.

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

**ARTICLE IX: MISCELLANEOUS PROVISIONS**

9.01 **Indemnification**

Professional Liability.

The ENGINEER does hereby agree to indemnify, defend and hold harmless the COUNTY, its officers, agents, employees and volunteers from all losses, damages, fines, liability, claims, demands, causes of action, costs, expenses, judgments, including but not limited to reasonable costs of investigation, reasonable attorneys fees and expenses, reasonable consultants’ fees and expenses, reasonable expert witnesses’ fees and expenses arising out of the negligent performance of this Contract, the negligent acts, errors, or omissions, and/or recklessness or intentional misconduct to the proportionate extent caused by the ENGINEER or the principals, employees, agents, consultants and/or contractors of the ENGINEER in connection with the performance of this Contract.

General and Automobile Liability.

As to acts or omissions which do not arise directly out of the performance of the professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify, defend (at COUNTY’s option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all losses, damages, fines, liability, claims, demands, causes of action, costs, expenses, judgments, including but not limited to reasonable costs of investigation, reasonable attorneys fees and expenses, reasonable consultants’ fees and expenses, reasonable expert witnesses’ fees and expenses and all court or arbitration or other alternative dispute resolution costs arising out of or in
connection with the ENGINEER’s and its principals, employees, agents, consultants, and/or contractor’s performance or failure to perform, under the terms of this Contract.

Furthermore, this entire Section 9.01 survives any termination or completion of this Contract.

9.02 ENGINEER’s Responsibility for Services and Materials

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

9.03 Independent Contractor

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

9.04 Business Structure and Assignments

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

9.05 Subcontractors

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

9.06 Parties and Interests

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

9.07 Non-waiver

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

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

9.09 Notices

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

9.10 Property: Copyrights

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

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

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

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

9.11 Force Majeure

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

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

9.12 Inspections and Audits

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

9.13 Entire Agreement

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

THE WLB GROUP, INC.  

BRIAN PATTERSON, R.L.A.  
Director of Operations

CLARK COUNTY, NEVADA

VIRGINIA VALENTINE  
County Manager  
Approved as to form:

CHRISTOPHER FIGGINS  
Chief Deputy District Attorney  
Attest:

SHIRLEY B. PARRAGUIRRE  
County Clerk
EXHIBIT "A"
HOURLY RATES OF THE ENGINEER'S EMPLOYEES

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
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<tbody>
<tr>
<td>Principal: Engineer/Landscape Arch./Planner/Surveyor</td>
<td>$140.00</td>
</tr>
<tr>
<td>Public Presentation or Expert Testimony</td>
<td>$200.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$120.00</td>
</tr>
<tr>
<td>Project Manager/Professional Surveyor</td>
<td>$115.00</td>
</tr>
<tr>
<td>Senior: Project Engineer/Landscape Architect/Planner</td>
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</tr>
<tr>
<td>Senior: Surveyor/Inspector/Designer</td>
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</tr>
<tr>
<td>Project: Engineer/Landscape Architect/Planner</td>
<td>$90.00</td>
</tr>
<tr>
<td>Staff: Design Engineer/Landscape Architect/Inspector/Planner/Senior CADD Operator</td>
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</tr>
<tr>
<td>Senior Technician</td>
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<tr>
<td>Land Surveyor</td>
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<tr>
<td>Design Technician</td>
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<tr>
<td>Technician/CADD Operator</td>
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<tr>
<td>Draftsperson/Assistant Technician</td>
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<tr>
<td>Clerical</td>
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<tr>
<td>Three Man Survey Crew</td>
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<tr>
<td>Two Man Survey Crew</td>
<td>$130.00</td>
</tr>
<tr>
<td>Additional Hourly GPS Rate/Crew</td>
<td>$30.00</td>
</tr>
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</table>
EXHIBIT "C"
DETAILED SCOPE OF WORK

1.0 Drainage. Prepare a drainage study that will identify the drainage area tributary to the Project, identify rainfall data and rainfall distribution curves, drainage area and subarea characteristics, existing drainage facilities, peak run-off flows and flow-routing. Conduct field investigations and use aerial topography to determine and identify existing drainage pattern and potential problem areas that must be considered in the planning and location of the improvements. Peak 100-year flow rates shall be established using the hydrologic model from the most current CCRFCD Master Plan Update. The study shall be performed in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual. The drainage study shall also include hydraulic analysis to determine the preliminary sizes for any proposed onsite and offsite storm drain facilities required to convey the storm flow. This will include using normal depth calculations or approximate hydraulic methods to conservatively estimate the storm drain and collection facility sizing. Copies of the Drainage Study shall be submitted to CCPW and CCRFCD for review and approval.

Deliverable:

1. Technical Drainage Study with relevant agency concurrences.

2.0 Traffic Evaluation and Recommendation. Perform traffic evaluations to determine proper traffic control requirements at the proposed road crossings. Provide recommendations based on existing traffic studies for alternatives and options of various trail street crossings.

Deliverable:


3.0 Survey. Provide survey services from subconsultant or otherwise as required for the Project. Conduct field survey necessary to supplement aerial topography. Field survey shall include obtaining data on existing monumentation required to establish control for the project, existing manmade improvements, and existing drainage structures. Identify and obtain easements, prepare a horizontal control drawing, and obtain field survey. Topographic mapping to be scaled at 1" = 40' horizontal with a contour interval of 1 foot, based upon a published Clark County benchmark. Specifically these tasks shall include:

a) Locate all survey monuments within the limits of the project so that they may be re-established if destroyed during construction.

b) Research existing surveys, parcel maps, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings.
c) Establish both horizontal and vertical control for the project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and vertical control points. All survey shall be in State Plane Coordinates (horizontal) and NAVD 88 (vertical).

Deliverable:

1. Record of Survey.

4.0 Utility Services. Meet with utility service providers for electrical, water and sewer services to identify onsite and offsite facility locations. Provide water and electrical facility demand calculations and development plans for the Project to the utility service providers to determine the closest service point locations. Prepare cost estimates for utility services that include service point connection fees. Prepare a feasibility analysis and evaluate alternative options to provide utilities for the Project, i.e., solar vs. electricity for lighting. Update the utility conflict schedule as appropriate. Schedule and attend regular coordination meetings with all affected utility companies and governmental agencies as necessary to resolve design issues on the Project, including the provision of utility services required for the Project. Prepare and submit onsite and offsite utility plans to the utility service providers for review, and obtain utility company signatures and approvals of new services, modifications and relocations prior to advertisement for bid. Document the resolution of all utility conflicts and comments received and coordinate such with the respective parties and the Director.

Deliverable:

1. Onsite and Offsite Utility Plans.

5.0 Permits. Identify all local, state, federal and other regulatory agency permits required for the Project. Prepare and include a permit matrix in the Project Specifications. Prepare and furnish to the Director all engineering data and draft applications that may be necessary for applications to, or permits from, local, state, and federal authorities. Such application shall include such notices of utility removal or relocation as may be required in accordance with COUNTY franchise agreements with local utility companies.

Deliverable:

1. Permit matrix, all engineering data and draft applications.

6.0 Design Development Plan. Prepare a Design Development Plan and meet with the Project Team. The Plan will be presented graphically with supporting documentation, and will relate the program elements as defined in Section 2.02, Paragraph “A”. The Plan will include coordination and interface with CCPR planned park, and with adjacent offsite projects having an interface with, or may impact the project. The Plan will also include the design phase schedule.
Deliverable:

1. Prepare and distribute Design Development Plan.

7.0 Meeting Minutes. Provide meeting minutes for the kick-off meeting. Also provide six (6) meeting agendas and minutes for the progress, design, and field review meetings. The progress meetings will be scheduled during the kick-off meeting. The field review meeting will be held immediately after the 90% design plans submittal. Prepare meeting meetings in the format established by the COUNTY. The minutes will address the discussion issues, decisions, action items and project schedule. The minutes will be prepared within seven (7) calendar days to CCPW Project Manager and PBS&J for review prior to distribution by the Engineer. In addition to the Progress meetings, the ENGINEER shall also conduct and prepare the meeting minutes for one (1) public meeting. The public meeting shall be held immediately after the 60% design plans submittal. The public meeting shall be coordinated with the Clark County Project Manager for proper public notifications and mailings.

Deliverable:

1. Prepare and distribute Kick-off meeting agenda and minutes.
2. Prepare and distribute six (6) progress, design, field review meeting agendas and minutes.
3. Prepare and distribute one (1) public meeting agenda and minutes.

8.0 Design, Construction Documents, and Cost Estimates. Prepare design plans, specifications and drawings that include survey plans, onsite and offsite utility plans, onsite drainage facilities, trail layout and grading, road crossings, signage, and other amenities identified in Section 2.02, Paragraph A. Full size drawings will be submitted in 22” x 34” format to allow reduction to 11” x 17” format. The 60%, 90%, and 100% submittals shall include progressively more detailed cost estimates. In addition, a summary of all reviews and comments incorporated from the previous submittals shall be provided on subsequent submittals, complete with appropriate responses. The plans shall specifically include the design of the following programmed features:

a) Trail System – Coordinate and incorporate the design plans with CCP&R plans (existing or in planning) that are within the defined limits of the project site.
b) The design of the preferred alignment layout for the trail within the boundaries of the project.
c) Miscellaneous Amenities - Dispersed amenities such as site furniture, benches, shade structures, rest stops, bike racks, landscaping, and trail signage.
d) Utility Services – Provide utility services plans to include water and sewer connections for the water fountain, as described in Section 2.02 Paragraph A. Also furnish electrical plans to the trail as needed for lighting, and other requirements.
Deliverables:

1. 60% Design Plans - 10 sets, half-size (11”x17”) including,
   b. Estimate of Probable Construction Cost.
   c. Construction schedule.
   d. Submit five (5) copies of a summary of all review comments and appropriate responses.

2. 90% Design Plans - 10 sets, full-size (22”x34”) including,
   b. Estimate of Probable Construction Cost.
   c. Utility conflict schedule.
   d. Construction schedule.
   e. Submit five (5) copies of a summary of all review comments and appropriate responses.

3. Final Design Plans and Construction Bid Documents, 10 sets, full-size (22”x34”),
   including,
   b. Estimate of Probable Construction Cost.
   c. Utility conflict schedule.
   d. Construction schedule.
   e. Submit five (5) copies of a summary of all review comments and appropriate responses.

4. Special Services
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation ☐ Trust ☐ Other

Business Name: The WLB Group, Inc.

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

Business Address: 2551 N. Green Valley Pkwy, A425
                   Henderson, NV 89014

Business Telephone: 702-458-2551

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business 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. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name                  Title
William C. Walker
Michael G. Byrne

President
Vice President

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 / Capacity

Print Name

Date 29 09