PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
TRAFFIC MANAGEMENT AUGMENTATION SERVICES

THIS CONTRACT, made and entered into this 4th day of December, 2018, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and Louis Berger U.S., Inc., a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as ENGINEER.

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

<table>
<thead>
<tr>
<th>ENGINEER</th>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roger Patton, Vice President Louis Berger U.S., Inc. 444 East Warm Springs Road, Suite 118 Las Vegas, Nevada 89119 (702) 789-1953</td>
<td>Denis Cederburg, Director Clark County Public Works Department 500 South Grand Central Parkway, Suite 2066 Las Vegas, Nevada 89106 (702) 455-6020</td>
</tr>
</tbody>
</table>

WITNESSETH

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

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

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

ARTICLE I: DEFINITIONS

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

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

“County Surveyor” means the County Surveyor, or Deputy County Surveyor, for the County of Clark as designated by the Director to administer the Land Surveying aspects of this Contract.
“Director” means the Director of Public Works of the County of Clark and all persons designated by him, in a notice to the ENGINEER, to administer this Contract.

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

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

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

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

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

“Project” means traffic design, traffic design review, field investigations, warrant studies, and/or traffic data collection at various locations through Clark County.

“Services” means Traffic Management services set forth in Section 2.02 and 2.03 of this Contract.

“Engineer means Louise Berger US, Inc., including the Primary Engineer, Vanjeeswaran Krishna Kumar, and associates and employees of Louis Berger US, Inc. working under the personal supervision of Mr. Kumar selected from available list in exhibit “A” that can perform specific tasks.

“Tasks” means traffic engineering related assignments from one or more Projects, identified by the COUNTY.

“Work Order” means written notification by the COUNTY to the ENGINEER identifying and describing the Project, the Services to be performed for the Project, the timeline for completion of the Project and the maximum amount to be paid by the COUNTY for the Project and the Services performed.

ARTICLE II: SCOPE OF SERVICES

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

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

2.01.1 Engineer Assignment

The ENGINEER shall assign Vanjeeswaran Krishna Kumar as the Primary Engineer and point of contact for ENGINEER. All of the services specified by this Contract shall be performed by Mr. Kumar, or by the ENGINEER’s associates, employees and subconsultants under the personal supervision of Mr. Kumar. Should Mr. Kumar be unable to complete his or her responsibility for any reason, the ENGINEER shall notify the Director in writing, and within four calendar days thereafter, nominate a replacement primary engineer and point of contact for ENGINEER, for the Director approval, in his reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within 10 calendar days. If the Director is not satisfied with the replacement then the Director may terminate the Contract by giving five-day written notice to the ENGINEER.

2.01.2 Subconsultant Services

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

A. To pay the subconsultant, if any, when the ENGINEER is paid for the subconsultant’s portion of the work by the COUNTY. The ENGINEER shall provide to the COUNTY lien releases from its subconsultants.
B. The subconsultant does not have any contractual rights with the COUNTY.
C. The Director has the right in his discretion to approve every subconsultant prior to such subconsultant’s performance of any portion of the Project.
D. The ENGINEER shall require that each subconsultant performing any portion of the Project:
• Is duly formed, in good standing, and authorized to do business in the State of Nevada;
• Is a duly licensed or registered architect, engineer, or other professional, as the case may be, with the State of Nevada, and such license or certificate of registration is in full force and effect;
• Has obtained any and all licenses, certificates and permits that are required to be obtained by subconsultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to subconsultant and to the performance of any part of the Project by subconsultant;
• Is duly licensed and authorized to do business in the COUNTY, and such business license is in full force and effect; and
• To comply with all laws, rules, regulations, and ordinances, as such may be amended, supplemented or modified from time to time, that are applicable to subconsultant and any portion of the Project performed by subconsultant.

2.02 Basic Engineering Services

The ENGINEER shall perform all the Services specified in this Section 2.02 of this Contract pursuant to each Work Order ENGINEER receives from the COUNTY. ENGINEER must comply with all the requirements of each Work Order and this Contract. The Services set out in this Section 2.02 shall not be performed until the appropriate funding arrangements have been made for each Project identified and described in the Work Order and the amounts to be paid to the ENGINEER for the Services anticipated in connection with this Contract.

Beginning on the date the Director issues a Work Order to the ENGINEER to begin performance and after the conditions stated in the paragraph above have been met; the ENGINEER shall proceed with furnishing all Services requested by the COUNTY pursuant to the Work Order. Without limiting the generality of the following, the Basic Services may include the following specific Tasks, as identified and described in a Work Order(s):

• Traffic Design and Review: Design and prepare traffic engineering plans for the installation, construction, or modification of traffic control devices, such as traffic signal and lighting systems, intelligent transportation systems (ITS), traffic signs, pavement markings, channelization, and safety features.
• Review and provide comments for developer-prepared plans for traffic signal systems, traffic signal system modifications, and school crossings/flashings beacon systems. Participate in meetings with the developer’s consultant concerning the comments, if requested.
- Prepare sketches, exhibits, details, analyses, quantity and cost estimates, bid item descriptions, and specifications as requested to support COUNTY priorities and objectives. Participate in meetings with COUNTY staff, agencies, and consultants to address traffic-related issues and develop potential solutions.
- Coordinate with other consultants and agencies in overseeing, administrating, and managing traffic engineering projects.

A. **Field Investigations:** At the direction of the COUNTY Project Manager, ENGINEER shall conduct field investigations to review issues brought to the COUNTY’s attention with respect to traffic operations. Develop potential solutions for review by the COUNTY.

B. **Traffic Studies:** At the direction of the COUNTY Project Manager, ENGINEER shall conduct the following traffic studies:
   - Intersection warrant analyses for traffic signals and multi-way stop control which shall also require delay analysis.
   - Sight visibility check for locations that are not related to sight visibility for warrant studies.

### 2.02.01 Other Requirements

- ENGINEER will generally work from ENGINEER’s office and attend meetings at the Clark County Government Center Office with the COUNTY staff.

- If convenient, as mutually determined by the Parties, the COUNTY shall provide the ENGINEER with a work space, computer and land line desk phone.

- ENGINEER will provide the COUNTY a monthly summary of progress and hours spent on the assigned Tasks pursuant to each Work Order.

### 2.03 Special Services

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

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

A. Provide topographic survey, boundary survey, and right-of-way engineering services associated with traffic engineering services related to the Tasks in this Section 2.02. Provide P.L.S. stamped records of survey and legal descriptions as necessary.

B. Utility Potholing – Excavate and expose utilities at locations associated with traffic engineering services related to the Tasks in this Section 2.02.

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

2.05 Approvals Required

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

2.06 Engineer’s Responsibility for Accuracy

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

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

ARTICLE III: DUTIES OF THE COUNTY

3.01 Other Duties

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

B. Perform and provide to the ENGINEER, evaluations on the ENGINEER’s performance of the work specified herein. Evaluations will be made at the 90 percent level of completion of the ENGINEER’s work.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

A. ENGINEER agrees for the consideration hereinafter mentioned, upon receipt of a Work Order and compliance with the conditions herein, to provide Services set forth in each Work Order.

B. The ENGINEER shall complete all Basic Services and authorized Special Services within completion times set forth in each Work Order.

4.02 Time Extensions

Upon written request of the ENGINEER, the Director may grant time extensions in the Work Orders 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 9.12 hereof.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Service fees plus the Special Service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the total amount payable to the ENGINEER under this Contract or in connection with the subject matter of this Contract, exceed the sum of Four Hundred Eighty Thousand and Ten Dollars ($480,010.00) for the Basic Services fees and Thirty Nine Thousand One Hundred Twenty Dollars ($39,120.00) for Special Services fees, unless such sum is
increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

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

5.02 Basic Services and Special Services Fees

Compensation for the engineering services provided herein will be made on the basis of ENGINEER’s direct salary, times a multiplier not to exceed of 2.68 plus direct non-salary expenses, plus actual approved subcontractor or subconsultant costs. The ENGINEER shall provide certified payrolls and Federal or State audited overhead rates at the Director’s request.

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

A. Sub consultant or subcontractor services provided the COUNTY has given written prior approval for such service.

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

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

<table>
<thead>
<tr>
<th>TASK</th>
<th>MAXIMUM AMOUNTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Services 2.02</td>
<td>$480,010.00</td>
</tr>
<tr>
<td>Special Services 2.03</td>
<td>$39,120.00</td>
</tr>
</tbody>
</table>

Grand Total Basic and Special Services..............................$519,130.00

5.03 Method of Payment for Basic and Special Services Fees

The ENGINEER will be paid on the basis of monthly invoice, submitted by the ENGINEER and approved by the Director. The ENGINEER shall invoice on a monthly basis regardless of the amount of work performed in the preceding month. The invoice shall include a summary of work completed by the ENGINEER during the preceding
month. Additionally, the ENGINEER shall furnish with each invoice a summary of work performed during the invoice period. Within 30 days of receipt of an invoice, the Director shall approve, or reject with cause, the invoice. The invoice amount shall be paid to the ENGINEER after receipt of an approved invoice, as set forth below. Failure of the ENGINEER to provide a monthly invoice may result in the invoice payment being rejected by the COUNTY.

Fees shall be invoiced in the month which follows performances of such services and shall be paid by the COUNTY within 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 parties hereby agree that no penalty will be imposed upon the COUNTY for failure to pay the ENGINEER in a timely manner nor will the COUNTY require a discount for timely payment in accordance with the terms set forth in this Contract.

**ARTICLE VI: DESIGN CRITERIA; APPROVALS**

**6.01 Design Criteria**

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

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

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

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

D. **Manual on Uniform Traffic Control Devices for Streets and Highways, Federal Highway Administration, U.S. Department of Transportation.**
E. **Hydrologic Criteria and Drainage Design Manual**, Clark County Regional Flood Control District.

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


6.02 **Approvals**

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

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

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

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

**ARTICLE VII: TERM AND TERMINATION**

7.01 **In General**

The term of this CONTRACT shall be one year after approval of this Contract by the Board of County Commissioners. This CONTRACT shall remain in effect until one year from the date listed in Article 4.01. 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.
COUNTY reserves the right to renew this Contract for an additional two (2), one (1) year periods, if the Contract is performed to the COUNTY’s satisfaction. During the initial Contract period, and any subsequent renewal periods, ENGINEER agrees to provide services as required by the COUNTY within the scope of the Contract. ENGINEER will not be paid for Services performed beyond the termination without prior written approval of the COUNTY.

7.02 Termination by the COUNTY

The Director of Public Works may terminate this Contract at any time by giving 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, and shall
include the Project name on the certificate. The insurance coverages are in the following amounts:

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

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

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

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

8.03 Additional Coverage

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

8.04 Notice of Cancellation

The insurance certificates supplied by the ENGINEER must provide for a 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 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*

ENGINEER agrees to indemnify and hold harmless COUNTY and all the officers, employees and agents of the COUNTY, and each of them, from and against any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees and costs, to the extent such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER, ENGINEER’s employees and/or agents, in the performance of this CONTRACT. If the ENGINEER is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney’s fees and costs to be paid to the COUNTY, as reimbursement for the attorney’s fees and costs incurred by the COUNTY in defending the action, by the ENGINEER in an amount which is proportionate to the liability of the ENGINEER.

ENGINEER further agrees to defend the COUNTY and all the officers, employees and agents of the COUNTY, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER, and ENGINEER’s employees and/or agents, in the performance of this CONTRACT when said liabilities, negligence, errors, omissions, recklessness or intentional misconduct are not based upon or arising out of the professional services performed under this CONTRACT.

ENGINEER will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the COUNTY from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the County.

This section survives termination and expiration 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, employees from and against any and all losses, damages, fines, liability, claims, demands, causes of action, costs, expenses, judgments, including but not limited to reasonable costs of investigation, reasonable attorneys fees and expenses, reasonable consultants’ fees and expenses, reasonable expert witnesses’ fees and expenses and all court or arbitration or other alternative dispute resolution costs arising out of or in connection with the ENGINEER’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 Non-Discrimination

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

9.03 Engineer’s Responsibility for Services and Materials

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

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

9.05 **Business Structure and Assignments**

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

9.06 **Subcontractors**

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

9.07 **Parties and Interests**

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

9.08 **Non-waiver**

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

9.09 **Applicable Laws**

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

9.10 **Notices**

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

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

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

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

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

9.12 **Force Majeure**

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

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

9.13 **Inspections and Audits**

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

9.14 **No Gratuities**

The ENGINEER, or agent/representative of the ENGINEER, shall not offer or give any gratuities (in the form of entertainment, meals, gifts, or otherwise) to any officer or employee of the COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
9.14 **Entire Agreement**

This Contract contains all of the agreements of the parties.

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

LOUIS BERGER US, INC. 

CLARK COUNTY, NEVADA

Roger Patton  
Vice President

Randal J. Tarr  
Assistant County Manager

Approved as to form:

Laura Rehfeldt  
Deputy District Attorney
<table>
<thead>
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<th>CLASSIFICATION</th>
<th>DIRECT SALARY</th>
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<tbody>
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<td>(Standard Rates)</td>
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<tr>
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<tr>
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<td>Senior Technician</td>
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<tr>
<td>Technician</td>
<td>$45.00</td>
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</table>
EXHIBIT "B"

RECORD OF SURVEY

The ENGINEER will cause a professional land surveyor to provide the following services for the Project:

Establish horizontal alignment for the Project and file a Record of Survey in the Office of the County Recorder. The Record of Survey will comply with the requirements of Nevada Revised Statutes 625.350 and Nevada Administrative Code 625.650 through 625.720, or as determined by the County Surveyor, and will also contain the following information:

1. Bearings of the centerline of legal rights-of-way for all streets to be constructed and extending centerline bearing beyond construction area a minimum of one half mile or to the next quarter section or full section line.
2. Bearings of the centerline of legal rights-of-way of all intersecting streets at which curb returns exist or will be constructed by the Project.
3. Ground distances along the centerlines of legal rights-of-way between intersections and descriptions of monuments used to control this alignment.
4. Ground distances to and descriptions of monuments controlling the centerlines of legal rights-of-way on intersecting streets.
5. Relationship to government land corners if right-of-way alignment is not coincident with sectional land lines.
6. The statement that: “This field survey was performed to establish and memorialize the legal rights-of-way and/or boundary limits for the construction of the Project that all intersections and other control points for the Projects will be monumented in accordance with applicable State statutes and local ordinances at the completion of roadway construction.”
7. Seal; date and signature of a State of Nevada registered professional land surveyor.
8. Description of all monuments both found and set. Monuments set must be sufficient in number, durability, and placement so as not to be easily disturbed and to ensure, together with monuments already existing, the perpetuation of facile reestablishment of any point or line of the survey.
   A. Where an “offset” centerline alignment is to be used, the “offset” centerline shall be tied along the alignment to aliquot part corners. The “offset” centerline shall be so labeled on the Record of Survey.
   B. Verify vertical control, checking existing bench marks against other Clark County bench marks in the area to insure their reliability. Establish sufficient construction benches proximate to the construction to facilitate satisfactory completion of the Project. All vertical control will be based on the North American Vertical Datum of 1988.
   C. Before causing the Record of Survey to be recorded, the ENGINEER must receive a written notice of acceptance from the County Surveyor.
EXHIBIT “C”

UTILITY COORDINATION & LOCATION IDENTIFICATION

The following description of the designation and locating phases are not intended to be comprehensive or inclusive, but is provided as a general outline of the work that is expected by the ENGINEER.

Phase I – Designating: For the purpose of this section Designating shall mean the process of using geophysical methods to determine the presence of a subsurface utility and mark its location using acceptable survey standards. SUE services shall include:

- Conduct records research to identify utility owners that are within the Project limits. The sources of information may include but is not limited to the utility company records and as-built plans, contract plans, One-Call, Public Utilities offices, and County offices.

- When designation and or location activities are to take place outside of right-of-ways, the ENGINEER shall request an access permit from the property owner prior to any entry on private property.

- Provide all maintenance and control of traffic to perform work. This includes obtaining an encroachment permit from the local permits officer and complying with all requirements imposed by said permit prior to initiating any field surveys. All traffic control plans must conform to the Manual on Uniform traffic Control Devices.

- Designate, field mark and record the approximate horizontal location of existing subsurface utilities using all of the following Quality Levels.

  Quality Level D: information comes solely from existing utility as-built records.

  Quality Level C: involves surveying visible aboveground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility as-built records.

  Quality Level B: involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. This activity is called "designating". Two-dimensional mapping information is obtained.

  Quality Level A: involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. This activity is called "locating." It is the highest level presently available.
Phase II – Locating: For the purpose of this section, Locating shall mean the process of exposing and recording the precise vertical and horizontal location of a utility by excavating a pothole using vacuum extraction or comparable nondestructive equipment. The ENGINEER will determine and identify potential utility conflicts, which, if necessary, will require potholes to determine actual vertical location. The hours developed for this scope of work are based on 0 potholes. The initial 0 potholes shall be included in Basic Services. Additional potholes will be considered as Special services and will require written authorization, from the Project Manager, prior to performing the work. The ENGINEER shall:

- Provide all maintenance and control of traffic to perform work. This includes obtaining an Encroachment permit from the permits officer and complying with all requirements imposed by said permit prior to initiating any potholes or field surveys. All traffic control plans must conform to the Manual on Uniform Traffic Control Devices.

- Coordinate with utility companies for inspection as required.

- Neatly cut and remove existing paving. Excavate pothole in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings of the utility facility. Where conduits are concrete encased, determine top and bottom of encasements in addition to both sides. Utilities over 48 inches in diameter (or 4 feet in width on RCB’s) will require potholes at the centerline of the utility and both sides. Utilities shall also be potholed on each side of the proposed structure location, located transversely to any proposed structure with a width in excess of 6 feet.

- Where existing pavement exists, provide a restoration patch of pavement or concrete within the limits of the original cut at time of backfill, as required by the permitting agency. Such restoration and backfill procedures shall comply with the standards of the governmental authority that issued the applicable excavation permit. Whenever potholes are excavated outside of roadway pavement, these disturbed areas shall be restored, as nearly as possible, to the condition that existed prior to excavation.

- Furnish, install and color code per utility standards, a permanent above ground marker (i.e. P.K. nail, steel pin or hub) directly above the centerline of the structure (or by using offsets), and record the elevation of the marker. Prepare a sketch of each pothole, showing location of the existing utility in relation to the hub. Survey the ground marker and determine elevation of utility, and include in sketch.

- Provide an AutoCAD sheet file of the potholes horizontal and vertical location as well as the individual detailed information of each hole.

- Provide the following pothole information in an excel spreadsheet:

  Pothole reference number and description of the utility.
Elevation of top of utility.

Horizontal location using the x y coordinates further translated to project stationing and offset.

Identify the freeway, highway, route or city street on which the pothole is located.

Outside diameter of pipe or width of duct banks and configuration of non-encased, multi-conduit systems.

Identification of utility structure material composition, when possible.

Identification of benchmarks used to determine elevations.

Pavement thickness and type.

Elevation data shall be accurate to within 0.05 feet +/- based on benchmarks shown by consultant and horizontal accuracy shall be within 0.5 feet +/- based on the projects horizontal control.
EXHIBIT "D"

TOPOGRAPHIC BASE MAPPING

Conventional Field Survey Mapping: Develop engineering base sheets and digital terrain models (DTM) utilizing conventional field design survey methods provided by the P.L.S. DTM will be produced from points collected by conventional ground survey techniques. One-foot interval contours will be developed utilizing a digital terrain program. Specific topographic surveys, provided by the P.L.S. of existing features will be completed in the field. These tasks shall include, but are not limited to, the following: 1.) Elevation data shall be based upon a published County benchmark; 2.) Horizontal and vertical mapping shall be consistent with control established by the Survey Control Map or Record of Survey; 3.) Conduct field survey to identify and locate all existing improvements. Collect field survey data along the project alignment, including but not limited to existing edge of pavement, drop inlet locations and invert elevations, storm drain and sanitary sewer manhole lids and invert elevations, gutter flow lines, top of curb and back of sidewalk elevations, water valve box lid and water valves top of operating nut elevations, visible surface utilities and pothole hubs. In areas where it is anticipated that storm drain construction will require full street reconstruction, obtain field survey shots at 50-foot intervals along the top of curbs and street centerline, plus shots at edges of driveways, transitions, and curb returns. Field survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent streets. Field survey shall extend a minimum of 200 feet beyond the beginning and end stations of the project limits. Field survey data shall extend a minimum of 100 feet beyond existing and/or anticipated right-of-way limits where accessible.
EXHIBIT “E”

RIGHT-OF-WAY MAPS, LEGAL DESCRIPTIONS, INDIVIDUAL ACQUISITION MAPS, AND TEMPORARY CONSTRUCTION EASEMENT MAPS

RIGHT-OF-WAY MAPS

Right-of-way maps shall be 24" x 36" sheets to a scale of 1" = 100' and shall include the following information as a minimum:

1. Project alignment information for section lines and sectional ties.
2. Subdivision map references; section and section subdivision (aliquot) part reference.
3. Existing encroachment conflict improvements and improvements in acquisition areas and immediately adjacent thereto.
4. Existing and proposed right-of-way lines; with right-of-way widths, (right-of-way acquisition area to be shaded).
5. Property lines, together with the recorded document reference that created the property line, and/or the current vesting document by its recorded reference.
7. Tax parcel numbers and owner’s names for all parcels from which right-of-way may be required; tax parcel numbers only for all other parcels shown.
8. Street names, together with street widths.
9. Curve data to include radius, delta, arc length and tangent.
10. Legend.
11. City limits of municipalities.
12. Property schedule; property owner, and on parcels which require additional right-of-way provide acquisition areas in square feet and acres.
15. Maps shall be signed and sealed by a Nevada licensed professional land surveyor (P.L.S.)
16. Acquisition schedule; detailing acquisition progress at the time of all plan submittals.

LEGAL DESCRIPTIONS

P.L.S. shall prepare legal descriptions in compliance with Nevada Revised Statutes Section 625.790.
INDIVIDUAL ACQUISITION MAPS

Individual acquisition maps shall be 8 1/2" x 11" maps for all properties from which right-of-way is required. Individual acquisition maps shall include:

1. Tax parcel number and owner’s name.
2. Subdivision map references, sectional and/or subdivision (aliquot) part references.
3. Existing and proposed right-of-way lines, with right-of-way widths.
4. Dimensions and bearings of the acquisition area.
5. Acquisition area to be shaded.
6. Existing cultural topo. Show contour lines only if appropriate.
7. Parcel areas in square feet and acres: total area, acquisition areas, remainder area, and area under existing improvements shall be indicated.
8. North arrow and scale.
10. Listing of reference documents used to construct the map.
11. Existing improvements within the acquisition area and immediately adjacent thereto; all improvements shall be identified and dimensioned, as appropriate.
12. All property lines of the subject parcel together with the recorded document reference that created the property lines and/or the current vesting document by its recorded reference.
13. Existing easements of record within the acquisition area, with recording reference.
14. Curve data, including radius, delta, arc length and tangent.
15. Street names, together with street widths.
16. Maps shall be signed and sealed by a Nevada licensed professional land surveyor.

TEMPORARY CONSTRUCTION EASEMENT MAPS

Temporary construction easement maps shall be individual 8 1/2" x 11" maps and shall include all data required for Individual Acquisition Maps including section views showing existing and proposed improvements, and indicating horizontal and vertical dimensions and purpose of the required easement.
## EXHIBIT ‘F’

**BID ITEM TOLERANCES**

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<thead>
<tr>
<th>Bid Item Measurement</th>
<th>Acceptable Tolerance</th>
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<tr>
<td>Each (Except Raised Pavement Markers)</td>
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<tr>
<td>Each (Raised Pavement Markers)</td>
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<tr>
<td>Linear</td>
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<td>Area</td>
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<td>Volume</td>
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# DISCLOSURE OF OWNERSHIP/PRINCIPALS

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<th>Business Entity Type (Please select one)</th>
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<td>☐ Sole Proprietorship</td>
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<tr>
<th>Business Designation Group (Please select all that apply)</th>
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<td>☐ MBE</td>
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| Number of Clark County Nevada Residents Employed: | 31 |

| Corporate/Business Entity Name: | Louis Berger US, Inc. |
| (Include d.b.a., if applicable) | |

| Street Address: | 412 Mount Kemble Avenue |
| City, State and Zip Code: | Morristown, NJ 07960 |
| Telephone No: | 973/407-1000 |

| Nevada Local Street Address: (If different from above) | 444 E. Warm Springs Road, suite 118 |
| City, State and Zip Code: | Las Vegas, Nevada 89119 |
| Telephone No: | 702/736-6632 |

| Website: | louisberger.com |
| POC Name: | |
| Email: | |
| Fax No: | 973/287-6400 |

| Website: | louisberger.com |
| Local POC Name: | Roger Patton |
| Email: | rpatton@louisberger.com |

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

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

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

<table>
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<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)</th>
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<tbody>
<tr>
<td>Berger Group Holdings, Inc.</td>
<td>N/A</td>
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</table>

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: Roger J. Patton, PE
Vice President: N/A
Title: N/A
Date: November 15, 2018

REVISED 7/25/2014
DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

<table>
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<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</th>
<th>COUNTY* EMPLOYEE’S/OFFICIAL’S DEPARTMENT</th>
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* County employee means Clark County, 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
FAX

Company Name
Street Address
City, ST ZIP Code
Phone
Website

To: Nevada State Board of Professional Engineers
Fax number: 775-688-2991

From: Jimmy S. Benoit
Fax number: 702-455-6415

Date: 11/16/2018

Regarding: Posting of Contract
Staff Augmentation

702-455-6054:
Phone

Nevada Government Entity Filing of public works project.
To: Nevada State Board of Professional Engineers  
Fax number: 775-688-2991  

From: Jimmy S. Benoit  
Fax number: 702-455-6415  

Date: 11/16/2018  

Regarding: Posting of Contract  
Staff Augmentation  

702-455-6054:  
Phone  

Nevada Government Entity Filing of public works project.
NEVADA STATE BOARD OF PROFESSIONAL ENGINEERS
AND LAND SURVEYORS
1755 E. PLUMB LANE, RENO, NEVADA 89502-3632 • (775) 688-1231 • FAX (775) 688-2991
board@boe.state.nv.us
NEVADA GOVERNMENT ENTITY FILING OF AWARDED PUBLIC WORKS
PROJECTS FOR POSTING ON BOARD WEBSITE

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

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

<table>
<thead>
<tr>
<th>I - Public Works Project Awarding Agency</th>
<th>II - Firm Awarded Public Works Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark County, Nevada</td>
<td>Louis Berger US, Inc.</td>
</tr>
<tr>
<td>Agency</td>
<td>Firm Name</td>
</tr>
<tr>
<td>Clark County Public Works</td>
<td>444 East Warm Springs Rd. suite 118</td>
</tr>
<tr>
<td>Department</td>
<td>Address 1</td>
</tr>
<tr>
<td>500 South Grand Central Pkwy.</td>
<td>Address 2</td>
</tr>
<tr>
<td>Address 1</td>
<td>Las Vegas</td>
</tr>
<tr>
<td>Address 2</td>
<td>Nv. 89119</td>
</tr>
<tr>
<td>Las Vegas 89155-4000</td>
<td>City State Zip</td>
</tr>
<tr>
<td>702-455-6054</td>
<td>702-789-1953</td>
</tr>
<tr>
<td><a href="mailto:jbenoit@clarkcountyev.gov">jbenoit@clarkcountyev.gov</a></td>
<td><a href="mailto:rpatton@louisberger.com">rpatton@louisberger.com</a></td>
</tr>
<tr>
<td>702-455-6415</td>
<td>Phone Number</td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
<tr>
<td>Fax Number</td>
<td>Fax Number</td>
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</table>

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

III - Project Description

Traffic Management Staff Augmentation Services $519,130.00 □ Actual □ Projected

To provide traffic design, traffic design review, field investigations, warrant studies, and traffic data collection at locations
Project Description - Provide the services for which the design professional(s) were selected. Attached extra sheet(s) if required.
throughout Clark County.
**IV - Local Preference:** Did selected firm receive local preference per NRS 3387? □ Yes □ No

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

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

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

**VI – Person Completing Posting Form**

![Signature]

November 16, 2018

Date

Jimmy S. Benoit

Name

Associate Engineer

Title

702-455-6054  jbenoit@clarkcountynv.gov

Phone Number  Email

Page 2 of 2
To: Nevada State Board of Architecture
Fax number: (702) 486-7304

From: Jimmy S. Benoit
Fax number: (702) 455-6415

Date: November 15, 2018

Regarding: Posting of Contract
Staff Augmentation

Phone number for follow-up:
(702) 455-6054

Nevada Government Entity Filing of Awarded Public Works project for Posting on Board Website.
**F A X**

**Clark County Public Works**  
500 S. Grand Central Pkwy. Las Vegas, Nv. 89155-4000  
(702) 455-6054  
jbenoit@clarkcountynv.gov

| To: Nevada State Board of Architecture  
Fax number: (702) 486-7304 |
|-----------------------------|
| From: Jimmy S. Benoit  
Fax number: (702) 455-6415 |
| Date: November 15, 2018 |
| Regarding: Posting of Contract  
Staff Augmentation |
| Phone number for follow-up:  
(702) 455-6054 |

Nevada Government Entity Filing of Awarded Public Works project for Posting on Board Website.
NEVADA GOVERNMENT ENTITY FILING OF AWARDED PUBLIC WORKS
PROJECTS FOR POSTING ON BOARD WEBSITE

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

INSTRUCTIONS

1. Forms must be typed or LEGIBLY printed in ink.
2. Only authorized government staff can submit this form.
3. Signed forms must be submitted to the Board via email (nsbaidd@gmail.com) from an official email account or faxed to our office with an official cover. The board fax number is (702) 486-7304.

1. Public Works Project Awarding Agency

<table>
<thead>
<tr>
<th>Iark County, Nevada</th>
<th>Public Works Department</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

500 South Grand Central Pkwy.
Address

Las Vegas Nv. 89155-4000
City State Zip

Phone No.: 702-455-6054 Fax No.: 702-455-6415

Email: jbenoit@clarkcountynv.gov

2. Firm Awarded Public Works Project

<table>
<thead>
<tr>
<th>Louis Berger US, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name</td>
</tr>
<tr>
<td>444 East Warm Springs Road suite 118</td>
</tr>
</tbody>
</table>

Las Vegas Nv. 89119
City State Zip

Phone No.: 702-789-1953

Email: trutton@louisberger.com

3. Project Description

Traffic Management Staff augmentation Services $519,130.00
Project Name Project Cost

To provide traffic design, traffic design review, field investigations, warrant studies, and traffic data collection at locations throughout
Project Description - Attach extra sheet(s) if required.

Clark County.

4. Local Preference: Did selected firm receive local preference per NRS 338?

☐ Yes ☑ No

If yes, complete section 5, otherwise, skip to section 6.

5. Name of Registered Architect

Name Certificate of Registration Number

6. Person Completing Posting Form

Jimmy S. Benoit Associate Engineer
Name Title

Phone No.: 702-455-6054 Email: jbenoit@clarkcountynv.gov

Signature Date: 11-16-18