PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURE SERVICES CONTRACT FOR CC31 - WETLANDS PARK PABCO TRAILHEAD
CC33 - WETLANDS PARK WELLS TRAILHEAD
CC37 - WETLANDS PARK MAGIC WAY TRAILHEAD

THIS CONTRACT, made and entered into this 19th day of February, 2008, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and Stanley Consultants, 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:

ENGINEER

David Frohnen P.E., Vice President
Stanley Consultants, Inc.
5820 South Eastern Avenue, Suite 140
Las Vegas, Nevada, 89119
(702) 369-9396

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 and landscape architecture 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.
"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.

"Project Area" means the area within Clark County, Nevada.

"Project" means CC31 Wetlands Park Pabco Trailhead, CC33 Wetlands Park Wells Trailhead, and CC37 Wetlands Parks Magic Way Trailhead. CC31 Pabco Trailhead will be located north of the intersection of Pabco Road and the right of way of the future Russell Road, will be adjacent to the Pabco Weir, and will consist of approximately one (1) acre. CC33 Wells Trailhead will be located north of the future Galleria Drive between the Lower Narrows Weir and Homestead Weir, and will consist of approximately four (4) acres. CC37 Magic Way Trailhead will be located at the eastern end of the Wetlands Park, north of the future Galleria Road, and will consist of approximately a half (0.5) acre. Photo based site maps of the Project areas are shown on Exhibits “B-1”, “B-2”, and “B-3” attached hereto and made a part hereof by this reference. The three trailheads will provide hikers, bicyclists and equestrians access to the Primary Trail System as well as to other trail systems in the Wetlands Park and to the City of Henderson trails network. The trailheads will be ADA compliant with parking, restrooms, shade structures, equestrian appurtenances, and other trailhead amenities.

"Design Team" means the team chartered by the Director of Parks and Recreation.

**ARTICLE II: SCOPE OF SERVICES**

2.01 In General

The ENGINEER shall perform the Basic Engineering 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.

It is mutually understood that the site and utility improvements designs may necessarily vary for typical development standards due to the unique nature of the project. Engineering and landscape architecture services to be provided under the terms of this Contract shall be performed in general conformance with the following policies and design criteria:

- Regional Transportation Commission of Southern Nevada (RTC) standards
- Clark County Regional Flood Control District (CCRFCD) Hydrologic Criteria and Drainage Design Manual
- Clark County Uniform Standard Specifications and Uniform Standard Drawings
- Las Vegas Valley Water District (LVVWD) Uniform Design and Construction Standards (UDACS) for Water Distribution Systems
- Clark County Water Reclamation District (CCWRD) Design and Construction Standards (DACS) for Wastewater Collection Systems
- Southern Nevada Water Authority (SNWA) Facility Engineering Guides (FEG)
• Nevada Department of Transportation (NDOT Standards)
• Manual of Uniform Traffic Control Devices (UTCD)
• Institute of Transportation Engineers (ITE), Trip Generation
• Clark County Comprehensive Plan Trails Element
• Clark County Trails Development Standards
• International Building Code (IBC)
• Clark County Comprehensive Plan Trails Element
• Americans with Disabilities Act (ADA), latest edition
• Wetlands Park Habitat Enhancement and Restoration Plan (December 2007)

Whenever the ENGINEER, in the course of performing the Basic Engineering 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 trails and parks, resistance to vandalism, ease of maintenance, survivability in flooding, use of fireproof materials, blending with the natural environment, and consistency with other Wetlands Park projects. Trailheads shall be ADA compliant and are anticipated to include the following design components and amenities:

CC31 Pabco Trailhead
(1-acre trailhead within an approximately 5-acre buffer zone):
• Small Group Gathering Area
• Shade Structures, Benches, Tables
• Parking Facilities
• Restroom, Drinking Fountains
• Equestrian Water Trough
• Equestrian Trailer Loading Area
• Security Lighting
• Vegetated Landscaping
• Water, Sewer, and Electrical Utility Service

CC33 Wells Trailhead
(4-acre trailhead within an approximately 9.4 acre buffer zone):
- Small Group Gathering Area
- Shade Structure, Picnic Area, Benches, Tables
- Parking Facilities
- Staging Area to Accommodate School Groups
- Restroom, Drinking Fountains
- Equestrian Water Trough
- Equestrian Trailer Loading Area
- Minimal Security Lighting
- Barriers and Fencing
- Vegetated Landscaping
- Water, Sewer, and Electrical Utility Service

CC37 Magic Way Trailhead
(0.5-acre trailhead within an approximately 13.6-acre buffer zone):
- Small Group Gathering Area
- Shade Structure, Benches, Tables
- Parking Facilities
- Staging Area to Accommodate School Groups
- Restroom, Drinking Fountains
- Equestrian Water Trough
- Equestrian Trailer Loading Area
- Minimal Security Lighting
- Barriers or Fencing
- Vegetated Landscaping
- Water, Sewer, and Electrical Utility Service

Without limiting the generality of the following, the Basic Engineering Services shall include the following specific tasks:

A. Project Management: Provide day-to-day work to administer interrelated activities; manage personnel and resources; keep the COUNTY 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.

B. Coordination with the COUNTY’S Representative. For the duration of the Project, coordinate all design efforts through 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 and
obtaining approvals from regulatory agencies, and facilitating Project procurement as required.

C. Agency and Project Coordination. In cooperation with PBS&J, participate in coordination efforts with the Design Team, the City of Henderson, The LandWell Company, Henderson Saddle Association, Ravello Landing, Wetlands Park Interpretive Committee, Clark County Public Works Department (CCPW), Clark County Parks and Recreation Department (CCP&R), Clark County Department of Air Quality and Environmental Management (DAQEM), Southern Nevada Water Authority (SNWA), Clark County Regional Flood Control District (CCRFCID), Regional Transportation Commission of Southern Nevada (RTC), the U.S. Bureau of Reclamation (BOR), various other Clark County departments and divisions, utility service providers, consultants, other governmental agencies, and other projects in or adjacent to the Wetlands Park. Concurrently, provide the Director with copies of all correspondence related to these activities.

D. Utility Coordination. Provide water, wastewater and electrical facility demand calculations and development plans for the Project to the potential utility service providers to determine the closest service point locations. It is understood that the potential Utility Service Providers include the Nevada Power Company, City of Henderson, Las Vegas Valley Water District and the Clark County Water Reclamation District. Prepare opinion of probable construction cost 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 and waterless restroom facilities. Update the utility conflict schedule as appropriate. Provide utility companies with plans and specifications for the Project, and other information regarding the implementation of utilities necessary to construct the project. Document the resolution of all utility conflicts and comments received and coordinate such with the respective parties and the Director. Obtain utility company signatures and approvals of new services, modifications and relocations prior to advertisement for bid. Concurrently, provide the Director with copies of all correspondence related to these activities.

E. Quality Control/Quality Assurance. Perform quality control/quality assurance reviews and make all corrections and or revisions on all reports, drawings, specifications 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 all quality control/quality assurance reviews have been performed by the ENGINEER and corrections have been made prior to submitting to the Director.

F. Hydrology. The COUNTY will provide the ENGINEER with the hydrology and hydraulic studies completed for the trailhead sites by Kimley-Horn & Associates. Review and if necessary update the studies and obtain appropriate agency concurrences prior to advertisement for bid. Concurrently, provide the Director with copies of all correspondence related to these activities.
G. Geotechnical. Provide geotechnical engineering services necessary to develop recommendations for structural foundations, slope stability, excavations, and embankments. 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 Director and secure concurrence with studies and recommendations for Project improvements.

H. Structural Engineering. Using the geotechnical information provided under paragraph G. above, provide the structural engineering design of the restroom facilities, shade structures, viewing platforms, etc., and foundations that require Clark County Department of Development Services Building Department approval. Prefabricated restroom and shade structures are planned for this Project. Submit structural design calculations to the Director. Concurrently, provide the Director with copies of all correspondence related to these activities.

I. Survey. Provide survey services required to obtain topographic mapping, identify and obtain easements, prepare a horizontal control drawing, and obtain field survey. Specifically these tasks shall include:

1. Locate all survey monuments within the limits of the Project so that they may be re-established if destroyed during construction.
2. 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.
3. Set panel locations for control in obtaining aerial topography and a rectified aerial photograph. Topographic mapping shall be scaled at 1" = 40' horizontal with a contour interval of 1 foot, based upon a published Clark County benchmark. Aerial topography shall extend a minimum of 300 feet beyond the limits of the Project location.
4. 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).

J. Traffic Evaluation and Recommendations. Perform traffic evaluations to determine proper traffic control requirements at the proposed new entranceways to the Pabco, Wells, and Magic Way Trailheads. The evaluations will include, but are not limited to previous traffic analyses within the area, available Average Daily Traffic (ADT) and peak hour count information, location of signalized intersections within the proximity of the Project, and pertinent information such as peak counts during major park events. Specific tasks include review of the
RTC traffic projections for the Project area, including Galleria Road, and review and coordinate with the planned RTC bus stops/pullouts.

K. Project Meetings. Prepare for and attend up to five (5) Project progress meetings as scheduled by PBS&J. Agendas and minutes for Project progress meetings shall be prepared and distributed by PBS&J.

L. Permits. Identify all local, state, federal, and other regulatory agency permits required for the Project, including building and environmental. Prepare and include a permit matrix in the Project Specifications. Prepare and furnish to the Director all engineering data and 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.

M. Cost Estimates. Prepare detailed opinion of probable construction cost and bid estimate forms for the Pabco, Wells, and Magic Way trailheads by funding source 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 current data.

N. Kick-Off Meeting. Within ten (10) calendar days after receipt of the Notice to Proceed, coordinate with PBS&J to schedule the Kick-Off Meeting with affected COUNTY departments, BLM, and other agencies involved in the Project. The Kick-Off Meeting is intended to introduce key Project personnel and stakeholders, define areas of responsibility, communication protocols and procedures, review the scope of work, schedule and project expectations, and clarify deliverables. Minutes for the Kick-Off Meeting will be prepared and distributed by PBS&J.

O. Data Collection. Within twenty (20) calendar days after receipt of the Notice to Proceed from the Director, submit in writing a list requesting required documents, prior reports and other items relevant to the Project. Obtain existing/proposed utility data and plans as required for the Project. Obtain, document and review existing reports and data pertaining to offsite improvements required for the Project. Arrange to obtain and review the requested existing information including: survey maps, drainage reports, geotechnical reports, traffic studies, environmental studies, improvement plans (approved and in-planning), and development records.

P. Design Development Plan Review. Within ninety (90) calendar days after receipt of the Notice to Proceed from the Director, prepare and submit a Draft Design Development Plan and Project schedule that supports implementation of the approved Project. The submittal will include a composite site map for each trailhead site indicating the existing condition, infrastructure and associated projects both present and future having impact on the site, and utility
recommendations based upon the analyses completed in paragraph D., above. The Design Development Plan and Project schedule shall be submitted electronically in Adobe Acrobat “.pdf” format. Coordinate with PBS&J to schedule and attend a Plan Review Meeting. Prepare and distribute minutes to the Design Team and others identified in the format established by the COUNTY within seven (7) calendar days after the meeting. The minutes shall address the discussion issues, decisions, action items, and project schedule. It is mutually understood that the ability to obtain data from others and topographic mapping may impact the schedule to complete the Design Development Plan.

Q. Public Presentations. Within thirty (30) days after the Design Development Plan Review Meeting, submit the revised Design Development Plan, and provide one (1) presentation to the Whitney Town Advisory Board. The Design Development Plan and Project schedule shall be submitted electronically in Adobe Acrobat “.pdf” format.

R. Sixty Percent (60%) Review Submittal. Within ninety (90) calendar days after receipt of authorization from the Director to commence 60% design, prepare and furnish to the Director at a minimum the following for review and comments:

1. Civil, landscaping, electrical, structural, and on-site utility drawings and details. Five (5) sets of full size and fifteen (15) sets of half size reproducible progress drawings. Full size drawings will be submitted in 22” x 34” format to allow reduction to 11” x 17” format. Full size site improvements drawings shall be scaled at 1” = 30’ horizontal. Off-site utility drawings, if required, shall be scaled at 1” = 40’.
2. Special provisions. Twenty (20) sets.
4. Permit matrix. One (1) original and one (1) electronic copy in Word or Excel format.
5. Draft soils report. Ten (10) bound copies and one (1) electronic copy in Adobe Acrobat “.pdf” format.
6. Draft traffic study. Ten (10) bound copies and one (1) electronic copy in Adobe Acrobat “.pdf” format.
7. Drainage study technical amendments, if required. One (1) original and one (1) electronic copy in Adobe Acrobat “.pdf” format.

S. Sixty Percent (60%) Plan and Field Review. Within one hundred and twenty (120) calendar days after receipt of authorization from the Director to commence 60% design, prepare for and participate in the 60% Plan Review Meeting and Field Review. Prepare and distribute minutes to the Design Team and other stakeholders in the format established by the COUNTY within seven (7) calendar days after the meeting. The minutes shall document all plan review comments, decisions, and action items.
Preparation of the pre-final (90%) construction documents will commence after all issues or concerns identified at the 60% design level have been reviewed, mitigated, or resolved, and have been deemed acceptable by the COUNTY.

T. Ninety (90%) Pre-Final Review Submittal. Within ninety (90) calendar days after receipt of authorization from the Director to commence pre-final design, prepare and furnish to the Director for review and comment at a minimum the following:

1. Complete set of construction drawings. Five (5) sets of full size and fifteen (15) sets of half size reproducible progress drawings. Full size drawings will be submitted in 22” x 34” format to allow reduction to 11” x 17” format. Full size site improvements drawings shall be scaled at 1” = 30' horizontal. Off-site utility drawings, if required, shall be scaled at 1” = 40’.

2. Special provisions. Twenty (20) sets.


4. Structural design calculations. One (1) signed and stamped original and one (1) electronic copy in Word or Excel format.

5. Permit matrix. One (1) original and one (1) electronic copy in Word or Excel format.

6. Draft permit applications. One (1) original and one (1) electronic copy in Word or Excel format.

7. Final soils report. One (1) original and one (1) electronic copy Adobe Acrobat “.pdf” format.

8. Approved traffic study. One (1) original and one (1) electronic copy Adobe Acrobat “.pdf” format.

9. Approved onsite environmental and archeological evaluation. One (1) original and one (1) electronic copy in Adobe Acrobat “.pdf” format.

10. Approved drainage study technical amendments, if required. One (1) original and one (1) electronic copy in Adobe Acrobat “.pdf” format.

11. Review comment responses. One (1) signed original and one (1) electronic copy in Word or Excel format of all reviews and comments made on the previous submittals complete with appropriate responses.

U. Ninety (90%) Pre-Final Plan and Field Review. Within one hundred twenty (120) calendar days after receipt of authorization from the Director to commence 90% pre-final design, prepare for and participate in the 90% Pre-Final Plan Review Meeting and Field Review. Prepare and distribute minutes to the Design Team and other stakeholders in the format established by the COUNTY within seven (7) calendar days after the meeting. The minutes shall document all plan review comments, decisions, and action items.

Preparation of the 100% construction documents will commence after all issues or concerns identified at the 90% design level have been reviewed, mitigated, or resolved, and have been deemed acceptable by the COUNTY.

V. 100% Final Submittal. Within thirty (30) calendar days after receipt of authorization from the Director to commence 100% final design, prepare and
furnish to the Director for review and comments those documents necessary to enable the COUNTY to advertise, award and administer a construction contract for the Project. At a minimum the 100% final submittal shall include:

1. Complete set of construction drawings. Five (5) sets of full size and fifteen (15) sets of half size reproducible progress drawings. Full size drawings will be submitted in 22” x 34” format to allow reduction to 11” x 17” format. Full size drawings shall be scaled at 1” = 30’ horizontal. Off-site utility drawings, if required, shall be scaled at 1” = 40’.
2. Special provisions. Twenty (20) sets.
4. Structural design calculations. One (1) original and one (1) electronic copy in Word or Excel format.
5. Permit matrix. One (1) original and one (1) electronic copy in Word or Excel format.
6. Permit applications. One (1) original and one (1) electronic copy in Word or Excel format.
7. Review comment responses. One (1) signed original and one (1) electronic copy in Word or Excel format of all reviews and comments made on the previous submittals complete with appropriate responses.

W. Biddable Construction Documents. Within seven (7) calendar days after receipt of the 100% 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 Mylar drawings, 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.

X. Construction Contract Procurement Assistance: Within thirty (30) calendar days after advertisement of the Project construction contract, assist the COUNTY by attending construction contract pre-bid meetings and preparing addenda, 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.

Y. Issued for Construction Documents. Within thirty (30) days after 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 AutoCAD “.dwg” format or “.dxf” 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.
Z. 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.

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

B. Provide off-site utility planning and design services that may include water supply facilities, wastewater collection, treatment, or septic systems, and electrical power.

C. Attend Project progress or stakeholder meetings that exceed the meetings included in Basic Engineering Services (2.02 J.) as requested by the COUNTY.

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

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

F. 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.

G. 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.

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

1. Respond to contractor initiated requests for additional information.

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

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

4. Review proposed construction change authorizations submitted by the contractor.
5. Cause a registered professional engineer and a registered landscape architect, who have 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 written report to the Director with respect to the progress and general quality of the work and the relationship of the work to the construction contract documents. This task shall not be construed to include the services of a Resident Project Representative.

I. 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 AutoCAD “.dwg” format or “.dxf” 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.

J. Concurrent with the completion of 2.03 I., above, furnish to 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. An index of all 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 Engineering Services.

D. If the one hundred percent (100%) final drawings submitted by the ENGINEER to the Director as specified in 2.02 Basic Engineering Services are acceptable to the COUNTY and the COUNTY wishes to receive the final Mylar drawings, plans, specifications, notices to bidders, and bid estimate forms, 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, plans, specifications and bid estimate forms furnished by the ENGINEER under this Contract, and no payment to the ENGINEER will be made by the COUNTY for correction of such errors.

E. Provide preliminary estimates of the number of visitors anticipated at the trailhead sites for ENGINEER’s use in estimating water and wastewater requirements necessary to prepare utility feasibility evaluations.

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:

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<th>TASK</th>
<th>COMPLETION TIME</th>
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<tr>
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<tr>
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<td>O. Data Collection</td>
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<td>P. Design Development Plan</td>
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<td>TASK</td>
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<td>R. 60% Review Submittal</td>
<td>Within ninety (90) calendar days after receipt of the authorization to commence 60% design.</td>
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<tr>
<td>S. 60% Plan and Field Review</td>
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<td>Y. Issued for Construction Documents</td>
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<tr>
<td>Z. Special Services Recommendations</td>
<td>Within the time period as specified and agreed to by the ENGINEER and the Director.</td>
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### 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 Seven Hundred Five Thousand Seven Hundred Thirty and 00/100 Dollars ($705,730.00) for Basic Engineering Services, plus One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) 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 Engineering 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 of 3.1, 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.

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

The Basic Engineering 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 Engineering 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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</thead>
<tbody>
<tr>
<td>2.02 Basic Engineering Services</td>
<td>$705,730.00</td>
</tr>
<tr>
<td>2.03 Special Services</td>
<td>$150,000.00</td>
</tr>
</tbody>
</table>

5.03 Method of Payment for Basic and Special Services Fees

The ENGINEER will be paid on the basis of monthly invoices, 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. A monthly invoice shall be submitted that identifies Basic and Special Services fees for the CC31 Pabco Trailhead, CC33 Wells Trailhead, and CC37 Magic Way Trailhead. 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 COUNTY agrees to pay that undisputed portion of the invoice within the sixty (60) days.

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 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.

ENGINEER agrees to indemnify, defend and hold harmless COUNTY and all its officers, agents, employees and independent contractors and each of them from and against any and all claims, causes of action, liabilities, losses, costs, damages and/or expenses, including but not limited to reasonable attorneys fees, in law or at equity of every kind whatsoever including, but not limited to, personal or bodily injury or death of any person or persons or damage to property of any kind caused in whole or in part by the negligence, errors, omissions, recklessness or intentional misconduct by ENGINEER or its employees, agents, subcontractors, consultants, successors or assigns arising out of or in connection with the performance of this Contract. ENGINEER’s obligation to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit.

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.

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 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, 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.

9.10 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 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.

STANLEY CONSULTANTS, INC.

DAVID FROHNEN, P.E.
Vice President

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”  
DIRECT SALARY RANGES OF THE ENGINEER'S EMPLOYEES

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>DIRECT HOURLY SALARY RANGE</th>
</tr>
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<tbody>
<tr>
<td>Senior Officers</td>
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<td>Officers</td>
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<tr>
<td>Project Principal</td>
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<td>Senior Project Manager</td>
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<tr>
<td>Senior Construction Manager</td>
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<tr>
<td>Chief Engineer</td>
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<td>Principal Engineer/Scientist/Planner</td>
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<td>Land Surveyor</td>
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<td>Resident Project Representative</td>
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<tr>
<td>Senior Construction Observer</td>
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<td>Survey Crew</td>
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EXHIBIT "B-1"
CCC31 PABCO TRAILHEAD SITE

DEVELOPMENT PROGRAM
- Small Group Gathering Area
- Shade Structure, Beach Tables, Bike Rack
- Picnic Parking
- Restroom, Storage, Drinking Fountain
- Equestrian Hitching Post, Water Trough
- Education Kiosk
- Viewing Platforms
- ADA Compliance
- Minimal Security Lighting, Lighting
- Landscaping

Legend
- Trailhead Boundary
- Wetlands Park Boundary
- Access
- Existing Pedestrian
- Bike Trail
- Future Equestrian Trail
## CONTRACT FEE ALLOCATION BREAKDOWN

### Review Date: January 23, 2008

<table>
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<tr>
<th>Scheduled Tasks</th>
<th>From Schedule</th>
<th>CC31 Pabco</th>
<th>CC33 Wallst</th>
<th>CC37 Magic Way</th>
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### Total

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### Rounded Totals for Contracting

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**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**Type of Business**
- [ ] Individual  
- [ ] Partnership  
- [ ] Limited Liability Company  
- [x] Corporation  
- [ ] Trust  
- [ ] Other

**Business Name:** Stanley Consultants, Inc.  
(Include d.b.a., if applicable)

**Business Address:**

<table>
<thead>
<tr>
<th>Corporate Office:</th>
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<tbody>
<tr>
<td>Stanley Building, 225 Iowa Avenue</td>
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<tr>
<td>Muscatine, Iowa 52761-3764</td>
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</tbody>
</table>

**Business Telephone:** 563.264.6600

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**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).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
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Please Refer to “EXHIBIT C” attached for complete list of officers and Board members.

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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**

1-18-03
EXHIBIT C

STANLEY CONSULTANTS, INC. (Inc. 1/30/86 – IA)
(First-Tier Subsidiary/Operating Company)

<table>
<thead>
<tr>
<th>DIRECTORS (5/2/07)</th>
<th>OFFICERS (5/31/07)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven J. Allchin</td>
<td>Chair:</td>
</tr>
<tr>
<td>Richard H. Stanley</td>
<td>Gayle A. Roberts (9/18/07)</td>
</tr>
<tr>
<td>Gregs G. Thomopulos</td>
<td>Steven J. Allchin</td>
</tr>
<tr>
<td>M. Shawn Fleming</td>
<td>James A. Hollatz</td>
</tr>
<tr>
<td>James A. Hollatz</td>
<td>Michael E. Hunzinger</td>
</tr>
<tr>
<td>Walter D. Jones</td>
<td>Walter D. Jones</td>
</tr>
<tr>
<td>Richard W. Mettee</td>
<td>Richard W. Mettee</td>
</tr>
<tr>
<td>Bennett D. Reischauer</td>
<td>L. Lynn Pruitt</td>
</tr>
<tr>
<td>Gayle A. Roberts</td>
<td>Bennett D. Reischauer</td>
</tr>
<tr>
<td>Ronald J. Schulte</td>
<td>Steven J. Schebler</td>
</tr>
<tr>
<td>Richard C. Smith</td>
<td>Richard C. Smith</td>
</tr>
</tbody>
</table>

| Vice Presidents:            | Assistant Vice President,  |
|-----------------------------| Architecture:              |
| Wayne E. Brugger            | Assistant Vice President,  |
| Kevin W. Cavanaugh          | Real Estate Services:      |
| Michael R. Chase            | Assistant Vice President,  |
| Robert T. Darnell           | Structural:                |
| Tshaka E. Dennis            | Secretary:                 |
| Marc A. Elliott             | Assistant Secretaries:     |
| Robert E. Farrar            | Treasurer:                 |
| Michael D. Flattery         | Assistant Treasurer:       |
| M. Shawn Fleming            |                            |
| Gary W. Foster              |                            |
| David J. Frohnen            |                            |
| Gregory P. Gesicki          |                            |
| David W. Grounds            |                            |
| Mark A. Henthorn            |                            |
| Robert E. Jacobs            |                            |

| J. Craig Johnson            | Debashis Sarkar (8/29/07) (IA) |
| Larry R. Johnson            | Craig F. Reischauer (IA)      |
| James L. Kill               | Dan R. Shiosaka (AZ)          |
| William A. Liegois          | Nancy D. Elliott             |
| Ian McAlister               | Henry F. Marquard            |
| Clyde J. McCarty            | Karen L. McDaniel            |
| Michael J. McKenna          | Richard C. Smith             |
| Thomas J. Morgan            | Steven J. Allchin            |
| Patrick E. Mullin           | William C. Harper            |
| W. Todd Nicoll              |                            |
| Herbert R. Ohrt             |                            |
| David J. Pillatzke (7/2/07) |                            |
| P. Russell Price            |                            |
| Robert J. Rusch             |                            |
| Ronald J. Schulte           |                            |
| Larry A. Shell              |                            |
| Dale R. Sweere (6/11/07)    |                            |
| W. Scott Wonders            |                            |
| Bruce H. Worthington        |                            |
| Robert D. Zicafoose         |                            |

Issued to: SCCI Board of Directors
Date: December 4, 2007