

## PRIME DESIGN SERVICES AGREEMENT FOR LAS VEGAS CREEK LATERAL – LANGTRY CHANNEL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, and fax number is (702) 382-3232, and VTN Nevada, (the "Consultant"), a Corporation, whose address is 2727 South Rainbow Blvd, Las Vegas, NV 89146, and fax number is 702-247-4262.

### WITNESSETH:

WHEREAS, the City intends to construct the Las Vegas Creek Lateral – Langtry Channel (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

### SECTION ONE CONSULTANT RESPONSIBILITIES

**1.01 Description of Consultant's Services.** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

**1.02 Performance Standards.** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

**1.03 Document Review.** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

**1.04 Waiver.** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

**1.05 Designation of Consultant's Representative.** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

**1.06 Correspondence Review.** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

**1.07 Cooperation with the City.** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

**1.08 Responsibility for Construction Document Revisions.**

**A. Applicability.** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

**B. Responsibility for Revisions.** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

## SECTION TWO CITY RESPONSIBILITIES

**2.01 City Representative.** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

**2.02 Review of Consultant's Services and Documents.** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

**2.03 Access to Records.** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

**2.04 Cooperation with Consultant.** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

### SECTION THREE CHANGES TO CONSULTANT'S SERVICES

**3.01 Requested Changes.** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

**3.02 Adjustment of Compensation.** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

### SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

**4.01 Additional Services.** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

**4.02 Attendance at Meetings or Public Hearings.** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

### SECTION FIVE SUBCONSULTANT AGREEMENT

**5.01 Subconsultant Provisions.** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

### SECTION SIX TERM OF AGREEMENT

**6.01 Term.** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

**6.02 Disputes.** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement 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 the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

## SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

**7.01 Compensation: Basic Services.** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

**7.02 Compensation: Additional Services.** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

**7.03 Compensation: Reimbursable Expenses.** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

**7.04 Payment Invoicing.** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

**7.05 Right to Off-Set.** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

**7.06 Final Payment.** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

## SECTION EIGHT PERFORMANCE SCHEDULE

**8.01 Performance Schedule.** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

## SECTION NINE AUDIT: ACCESS TO RECORDS

**9.01 Records.** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

**9.02**            **Disclosure.** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

**9.03**            **Period of Maintenance.** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

**9.04**            **Subcontract Provisions.** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

## SECTION TEN MISCELLANEOUS PROVISIONS

**10.01**            **Suspension.** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

- (i)            the Consultant was not a contributing cause for the suspension,
- (ii)           the Consultant has not received an equitable adjustment under another provision of this Agreement, and
- (iii)           the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

**10.02.**            **Termination for Convenience.** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

**10.03**            **Termination for Cause or Other Resolution.**

**A.            Default.** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

- (i)            defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,
- (ii)           (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
- (iii)           allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

**B. City's Rights.** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

#### **10.04 Ownership of Documents.**

**A. Architectural Works.** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans.

**B. Other Works.** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

**C. Definition of Architectural Work.** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

**D. Delivery of Documents.** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

**E. Confidentiality.** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for

publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. **Contractual Rights.** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 **Insurance.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. **Workmen's Compensation Insurance.** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. **Comprehensive General Liability Insurance.** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. **Professional Liability Insurance (Errors and Omissions Coverage).** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D. **Cancellation or Modification of Coverage.** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Comprehensive General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 **Indemnity.** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers, employees and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent errors, omissions, recklessness, intentional misconduct of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant fails to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the Consultant.

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

**10.07      *Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**10.08      *Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

**10.09      *Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

**10.10      *Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

**10.11      *Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**10.12      *Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

**10.13      *Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

**10.14      *Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

**10.15      *Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public

announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

**10.16        *Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

**10.17        *Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

**10.18        *Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

**10.19        *Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**10.20        *Claim or Dispute Resolution.***

**A.        *Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

**B.        *Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

**C.        *Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

**D.        *Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

**E. Right of Joinder.** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the Contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

**F. Discovery.** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

**G. Award Final.** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

**H. Mediation.** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

**10.21 Attorney Fees.** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

**10.22 Calendar Day.** All references in this Agreement to days are to calendar days unless otherwise indicated.

**10.23 Exhibits.** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

**10.24 Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**10.25 Agreement Version.** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**CITY OF LAS VEGAS**

By \_\_\_\_\_  
Kathleen C. Rainey, Manager, Purchasing & Contracts

**ATTEST**

**CONSULTANT**

\_\_\_\_\_  
Beverly K. Bridges, CMC, City Clerk      Date

By Ken Gilbreth \_\_\_\_\_  
Ken Gilbreth, P.E., VTN Nevada

**APPROVED AS TO FORM**

John S. Rickella      10/19/09  
Deputy City Attorney      Date

**LIST OF EXHIBITS**

**EXHIBIT “ A ” SCOPE OF SERVICES**

**EXHIBIT “ B ” REQUIRED SUBMITTALS**

**EXHIBIT “ C ” PERFORMANCE SCHEDULE**

**EXHIBIT “ D ” FEE BREAKDOWN**

**EXHIBIT “ E ” ADDITIONAL COMPENSATION**

**EXHIBIT “ F ” KEY PERSONNEL LIST**

**EXHIBIT “ G ” DISCLOSURE OF OWNERSHIP/PRINCIPALS**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **ARTICLE 100: GENERAL INFORMATION**

##### **100.1 Project Overview**

###### **100.1.1 Project Overview Description**

The scope of services to be provided under the terms of this agreement between the City of Las Vegas and VTN Nevada is to prepare the final design for the Langtry Channel. The Langtry Channel is described in the 2008 Master Plan Update (MPU) as the Las Vegas Creek Lateral Facility Number LCLT 0006 through LCLT 0034. The Final Alternatives Report for Langtry Channel Alternatives Analysis Alternative 1A-2 is selected for final design.

The existing channel is currently undersized for existing and future flows. In addition, the existing channel has major cracks within the channel bottom, is experiencing groundwater seepage and has limited access for maintenance. The design of The Final Alternatives Report for Langtry Channel Alternatives Analysis Alternative 1A-2 will have to consider complex construction constraints. Adjacent property owners' swimming pools add to the concern of structural failure if the existing channel is disturbed.

##### **100.2 Construction Cost Budget**

###### **100.2.1 Construction Cost Budget: TBD**

##### **100.3 Project Contact Information**

**100.3.1** The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

**100.3.2** The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default.

##### **100.4 Plan Control and Standards**

**100.4.1** All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

➤ Freeway and Arterial System of Transportation (FAST) standards

The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

**100.5 Changes to Scope of Services**

**100.5.1** If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

**100.5.2** The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

**100.6 Responsibilities of the Consultant**

**100.6.1** The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructable, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

**100.6.2** The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

**100.6.3** Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

**100.6.4** Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

**100.6.5** The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

**100.6.6** The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

**100.6.7** The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations.

**100.6.8** All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the

City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

**100.6.9** The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contract documents prepared for bidding for the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

**100.6.10** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

#### **100.6.11 Plan and Special Provision Production and Submission**

**100.6.11.1** All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards. Specifications shall be prepared in City standard format using the software program Microsoft Word 2000 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

**100.6.11.2** All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets (with 22" x 34" border) and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). **Plans that do not meet these requirements will not be accepted.**

**100.6.11.3** Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. **Special Provisions that do not meet these requirements will not be accepted.**

**100.6.11.4** Within five business days of the hard copy design submittal, for each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM or a DVD disk that can be read by any industry standard hardware. **If electronic files are not submitted within five business days of the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

**100.6.11.5** Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

#### **100.6.12 Cost Estimates**

**100.6.12.1** The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in City standard format using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

### **100.6.13 Construction Change Orders**

The City has a formal construction contract change order approval process. Proposed change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the change order based on information available to the committee at that time. If the change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this agreement to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant in order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the change order), advance notice to the consultant is not always possible or practical. And, in fact, potential change order work, including force account work, is sometimes allowed to proceed prior to any change order being drafted or reason code applied by City.

**100.6.14 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:**

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this agreement.

**100.6.14.1 Article 200 – Preliminary and General Items**

**100.6.14.2 Article 300 – 70% Design Phase**

**100.6.14.3 Article 400 – 90% Design Phase**

**100.6.14.4 Article 500 – 100% Design Phase**

**100.6.14.5 Article 600 – Bid Phase**

**100.6.14.6 Article 700 – Construction Phase**

### **100.7 Responsibilities of the City**

**100.7.1 The City shall be responsible for the following:**

**100.7.1.1** Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the

services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

**100.7.1.2** Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

**100.7.1.3** Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

**100.7.1.4** Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

## **100.7.2 The City's Review Process**

**100.7.2.1** Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

**100.7.2.2** If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

**100.7.2.3** The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.

**100.7.2.4** After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

## **ARTICLE 200: PRELIMINARY AND GENERAL ITEMS**

### **200.1 Project Management**

**200.1.1** Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

**200.1.2** The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

**200.1.3** On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings outlined in Section 200.2.3 and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

### **200.2 Kick-Off Meeting and Design Progress Meetings**

**200.2.1** Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

**200.2.2** Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

**200.2.3** Consultant shall attend approximately 8 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments.

**200.2.4** Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

### **200.3 Utility and Agency Coordination**

**200.3.1** Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

- Clark County Regional Flood Control District ("CCRFCD")
- Clark County Department of Public Works
- City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development
- Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
- Freeway and Arterial System of Transportation ("FAST")
- Utility providers, including but not limited to, NV Energy, Embarq, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable
- Nevada Department of Transportation ("NDOT") and

➤ Other local and state agencies as required

**200.3.2** The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City

**200.3.2.1** Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

**200.3.2.2** Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

**200.3.2.3** Nothing in this section shall be construed as preventing this Exhibit A from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit D when warranted.

**200.3.3** The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

**200.3.4** The Consultant shall submit design plans for review from the various utility companies for the 70%, 90%, Pre-Final and Final submittals.

**200.3.5** The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final Mylar prints prior to submitting to the City of Las Vegas.

**200.3.6** Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

**200.3.7** The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

**200.3.8** City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

**200.3.9** Deliverables: Project Plans to be sent to the Utility Companies at each design level (70%, 90% and 100%); and final Mylar's with impacted utilities approval signatures.

## **200.4 Survey**

**200.4.1** Control Survey. Control surveys for the project will include aerial panels and establishing a ground coordinate system. The control survey will be tied to the City's established horizontal and vertical control network. Existing monuments within the project limits will be tied into this control network. Consultant will establish control information found in the field and record information.

**200.4.2** Design Survey. Specifically these tasks shall include, but are not limited to, the following:

- Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings
- 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, Project alignment centerline indicating bearings, distances and control point coordinates

- Establish Project coordinate system
- All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)
- Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data along the storm drain facility alignment, including but not limited to existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, 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 street
- The Consultant will coordinate any required private property access with the City's Representative

## **200.5 Right-of-Way**

**200.5.1** Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 1/2" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

## **200.6 Records Review, Information Research and Analysis of Data**

**200.6.1** Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

**200.6.2** The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

**200.6.3** The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

## **200.7 Utility Potholing**

**200.7.1** Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of 10 potholes are anticipated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

**200.7.2** For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

**200.7.3** Consultant shall provide full-time inspection during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

**200.8 Geotechnical Investigation** - The Consultant shall update the Preliminary Geotechnical Evaluation for Langtry Channel – Washington to Bonanza Road as detailed below, the draft of the report update will be included in the 70% Submittal.

**200.8.1** The Preliminary Geotechnical Evaluation for Langtry Channel – Washington to Bonanza Road is the geotechnical investigation report originally prepared for the Alternatives Analysis Report including the initial report, attachments, and appendices. This report includes the initial boring logs, tests, interpretations and recommendations for the Project.

**200.8.2** The Consultant shall prepare a written update report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding structural bearing capacity, earthwork and backfill requirements.

**200.8.3** It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation

**200.8.4** Deliverables: The Consultant shall provide three (3) bound copies of each of the updates to the Preliminary Geotechnical Evaluation for Langtry Channel, Washington to Bonanza Road Report to the City's Representative with the 70% Design Submittal.

## ARTICLE 300: 70% DESIGN PHASE

### 300.1 70% Design Phase Submittal

#### 300.1.1 70% Design Phase Plans, Construction Cost Estimate and Special Provisions

**300.1.1.1 70% Design Phase Plans** – This submittal will include further refinement of the Final Alternatives Analysis Submittal Alternative 1A-2. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Construction Details
- Storm Drain Plan and Profiles (including lateral plan and profiles)
- Storm Drain Details
- Utility Plans
- Structural Drawings
- Special Details as required for the Project

**300.1.1.2 70% Design Phase Construction Cost Estimate** – a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

- RFCD
- CLV Sanitation
- LVVWD (and/or other utilities as applicable)
- CLV General Fund
- CLV Nominal Drainage
- NDOT (Stewardship, STP, Safety-LU, etc.)

**300.1.1.3 70% Design Phase Special Provisions** – the the Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

**300.1.1.4 Deliverables:** Submit five (5) bound copies and one (1) unbound copy of the half scale plans (11" x 17") and two (2) bound copies and one (1) unbound copy of the full size plans (24" x 36") to the City: Submit two (2) bound copies of the half scale plans, to CCRFCD. Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, PDF format will not be accepted); Submit, two (2) copies of the 70% cost estimate to CCRFCD. Submit three (3) copies of the bound Special Provisions to the City and electronic format (word document; PDF format will not be acceptable); Submit two (2) copies of the bound Special Provisions to CCRFCD.

**300.1.2 Documentation** of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models.

**300.1.2.1 Deliverables:** Submit four (4) copies of the Draft Final Design Report to the City, Submit two (2) copies of the Draft Final Design Report to CCRFCD.

## ARTICLE 400: 90% DESIGN PHASE

### 400.1 90% Design Phase Submittal

**400.1.1** Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a stand alone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the Draft Final Design Report and all associated revisions made as applicable.

**400.1.1.1** Deliverables: Submit four (4) copies of the Final Design Report to the City, Submit two (2) copies of the Final Design Report to CCRFCD.

### 400.1.2 90% Design Phase Plans, Construction Cost Estimate and Special Provisions

**400.1.2.1** 90% Design Phase Plans - This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

**400.1.2.2** 90% Design Phase Construction Cost Estimate – a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

- RFCD
- CLV Sanitation
- LVVWD (and/or other utilities as applicable)
- CLV General Fund
- CLV Nominal Drainage
- NDOT (Stewardship, STP, Safety-LU, etc.)

**400.1.2.3** 90% Design Phase Special Provisions – the Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

**400.1.2.4** Deliverables: Submit five (5) bound copies and one (1) unbound copy of the half scale plans (11" x 17") and three (3) copies of full size plans (24" x 36") to the City; Submit two (2) bound copies of the half scale plans, to CCRFCD; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, PDF format will not be accepted); Submit, two (2) copies of the 90% cost estimate to CCRFCD. Submit three (3) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to CCRFCD.

**400.1.3** 90% Walk Through - At the direction of the City, Consultant shall schedule a walk through of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

**400.1.4** Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

**ARTICLE 500: 100% DESIGN PHASE**

**500.1 100% Design Phase Submittal**

**500.1.1** The 100% submittal shall include all the elements of Article 400, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of three steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City and CCRFCD; (2) a **Pre-Mylar (bond) submittal** to City incorporating comments on 100% pre-final submittal; and (3) the Consultant will incorporate all comments on the Pre-Mylar (bond) submittal into the **100% final (Mylar) submittal**. Plan set Mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

**500.1.1.1** Deliverables for the 100% Pre-Final (Bond) Submittal: Submit five (5) bound copies and one (1) unbound copy of the half scale plans, two (2) bound copies and one (1) unbound copy of the full size plans, three (3) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit two (2) copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to CCRFCD. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

**500.1.1.2** Deliverables for the Pre-Mylar (Bond) Submittal: Submit one (1) unbound copy of the half scale plans, one unbound copy of the full size plans, one copy of the bound Special Provisions and 100% Pre-Mylar Cost Estimate by funding source to the City. Submit one copy of the half scale plans to CCRFCD.

**500.1.1.3** Deliverables for the 100% Final (Mylar) Submittal: One (1) set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One (1) set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One (1) copy of the Final Cost Estimate in the City's Bid Schedule Format and electronic copy (excel spreadsheet; PDF format will not be accepted); Submit two (2) copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source and two (2) copies of final structural calculations to CCRFCD. One (1) copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format and PDF format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

**ARTICLE 600: BID PHASE**

**600.1 Pre-Bid Conference**

**600.1.1** The Consultant shall attend the pre-bid conference

**600.2 Bid Requests and Responses**

**600.2.1** Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

**600.3 Bid Opening**

**600.3.1** The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

**600.3.2** The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

**ARTICLE 700: CONSTRUCTION PHASE**

**700.1 Pre-Construction Meeting**

**700.1.1** The Consultant shall attend the pre-construction meeting.

**700.2 Submittal Review**

**700.2.1** Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; Attend construction progress meetings, as necessary; respond to Contractor's Request for Information (RFI); assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation.

**700.3 Construction Support Services**

**700.3.1** The Consultant shall provide the following support services during the construction phase of the project:

- Project Site Visits
- Review of Submittals/Shop Drawings
- Response to RFIs
- Additional Design as needed
- Additional Surveying as needed

END OF EXHIBIT "A"

**EXHIBIT "B"**

**REQUIRED SUBMITTALS**

**ARTICLE 100: GENERAL**

**100.1** When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

**100.2** All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

## **EXHIBIT "C"**

### **PERFORMANCE SCHEDULE**

#### **ARTICLE 1: NOTICE TO PROCEED**

1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "C-1".

1.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

#### **ARTICLE 2: PERFORMANCE SCHEDULE**

2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

| PHASE                                   | CALENDAR DAYS TO COMPLETE | REMARKS |
|-----------------------------------------|---------------------------|---------|
| 70% DESIGN PHASE                        | 90                        |         |
| 90% DESIGN PHASE                        | 60                        |         |
| PRE-FINAL DESIGN PHASE                  | 60                        |         |
| 100% DESIGN PHASE                       | 30                        |         |
| BID PHASE                               | 60                        |         |
| CONSTRUCTION PHASE                      | 270                       |         |
| POST CONSTRUCTION PHASE                 | 30                        |         |
|                                         |                           |         |
| <b>TOTAL CALENDAR DAYS TO COMPLETE:</b> | <b>600</b>                |         |

#### **ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS**

3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

#### **ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES**

4.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

4.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

## **EXHIBIT "D"**

### **FEE BREAKDOWN**

#### **ARTICLE 1: COMPENSATION AND TERMS OF PAYMENT**

**1.1**      *General.* At the time of approval of this Agreement by the City Council, the City agrees to set aside Three Hundred Fifty-One Thousand, Four Hundred dollars (\$351,400.00) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

**1.2**      *Compensation: Basic Services (Lump Sum by Task).* The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed Two Hundred Seventy-Six Thousand, Four Hundred dollars (\$276,400.00) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

**1.3**      *Compensation: Additional Services.* For the additional services set forth in Exhibit "E," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "E" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Seventy-Five Thousand dollars (\$75,000.00) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

| TASK    | DESCRIPTION                                                               | Project Manager | Team Leader | Staff Designer | Design Technician | Land Surveyor | Survey Crew | Admin/ Clerical | Hours Subtotal | Direct Expenses | Lump Sum Task Amounts |
|---------|---------------------------------------------------------------------------|-----------------|-------------|----------------|-------------------|---------------|-------------|-----------------|----------------|-----------------|-----------------------|
|         |                                                                           | \$170           | \$145       | \$120          | \$110             | \$150         | \$210       | \$70            |                |                 |                       |
|         |                                                                           |                 |             |                |                   |               |             |                 |                |                 |                       |
| 200     | PRELIMINARY AND GENERAL ITEMS                                             |                 |             |                |                   |               |             |                 |                |                 |                       |
| 200.1   | Project Management                                                        | 16              | 16          | 0              | 0                 | 0             | 0           | 40              | 72             | \$0.00          | \$7,840.00            |
| 200.2   | Kick-Off Meeting and Progress Meetings                                    | 16              | 20          | 20             | 0                 | 0             | 0           | 30              | 86             | \$1,000.00      | \$11,120.00           |
| 200.3   | Utility and Agency Coordination                                           | 0               | 8           | 16             | 30                | 0             | 0           | 50              | 104            | \$1,000.00      | \$10,880.00           |
| 200.4   | Survey                                                                    | 0               | 0           | 0              | 20                | 12            | 40          | 0               | 72             | \$0.00          | \$12,400.00           |
| 200.5   | Right-of-Way                                                              | 0               | 0           | 0              | 30                | 12            | 0           | 0               | 42             | \$0.00          | \$5,100.00            |
| 200.6   | Records Review, Information Research & Data Analysis                      | 0               | 0           | 12             | 15                | 15            | 0           | 0               | 42             | \$0.00          | \$5,340.00            |
| 200.7   | Utility Potholing                                                         | 0               | 0           | 12             | 12                | 0             | 8           | 8               | 40             | \$10,000.00     | \$15,000.00           |
| 200.8   | Geotechnical Investigation                                                | 0               | 8           | 0              | 4                 | 0             | 0           | 0               | 12             | \$8,400.00      | \$10,000.00           |
| 200     | Subtotal Hours                                                            | 32              | 52          | 60             | 111               | 39            | 48          | 128             | 470            |                 |                       |
| 200     | Subtotal Fee                                                              | \$5,440.00      | \$7,540.00  | \$7,200.00     | \$12,210.00       | \$5,850.00    | \$10,080.00 | \$8,960.00      |                | \$20,400.00     | \$77,680.00           |
|         |                                                                           |                 |             |                |                   |               |             |                 |                |                 |                       |
| 300     | 70% DESIGN PHASE SUBMITTAL                                                |                 |             |                |                   |               |             |                 |                |                 |                       |
| 300.1.1 | 70% Design Phase Plans, Construction Cost Estimate and Special Provisions | 8               | 32          | 78             | 90                | 8             | 8           | 28              | 176            | \$10,000.00     | \$31,780.00           |
| 300.1.2 | Draft Final Design Report                                                 | 8               | 8           | 8              | 16                | 0             | 0           | 20              | 60             | \$2,000.00      | \$8,640.00            |
| 300     | Subtotal Hours                                                            | 16              | 40          | 86             | 106               | 8             | 8           | 48              | 312            |                 |                       |
| 300     | Subtotal Fee                                                              | \$2,720.00      | \$5,800.00  | \$10,320.00    | \$11,660.00       | \$1,200.00    | \$1,680.00  | \$3,360.00      |                | \$13,000.00     | \$49,740.00           |
|         |                                                                           |                 |             |                |                   |               |             |                 |                |                 |                       |
| 400     | 90% DESIGN PHASE                                                          |                 |             |                |                   |               |             |                 |                |                 |                       |
| 400.1.1 | Final Design Report                                                       | 8               | 20          | 30             | 16                | 0             | 0           | 20              | 94             | \$1,500.00      | \$12,520.00           |
|         |                                                                           |                 |             |                |                   |               |             |                 |                |                 |                       |
| 400.1.2 | 90% Design Phase Plans, Construction Cost Estimate and Special Provisions | 18              | 38          | 66             | 96                | 8             | 0           | 46              | 272            | \$15,000.00     | \$46,470.00           |
| 400.1.3 | 90% Walk Through                                                          | 0               | 8           | 8              | 8                 | 0             | 0           | 0               | 24             | \$0.00          | \$3,000.00            |
| 400.1.4 | Bidability and Constructability                                           | 2               | 8           | 8              | 8                 | 0             | 0           | 0               | 26             | \$0.00          | \$3,340.00            |
| 400     | Subtotal Hours                                                            | 28              | 74          | 112            | 128               | 8             | 0           | 66              | 416            |                 |                       |
| 400     | Subtotal Fee                                                              | \$4,760.00      | \$10,730.00 | \$13,440.00    | \$14,080.00       | \$1,200.00    | \$0.00      | \$4,620.00      |                | \$16,500.00     | \$65,330.00           |
|         |                                                                           |                 |             |                |                   |               |             |                 |                |                 |                       |
| 500     | 100% DESIGN PHASE                                                         |                 |             |                |                   |               |             |                 |                |                 |                       |

|           |                                 |             |             |             |             |             |             |             |       |             |              |
|-----------|---------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------|-------------|--------------|
| 500.1.1.1 | 100% Pre-Final (Bond) Submittal | 8           | 30          | 55          | 75          | 8           | 0           | 30          | 206   | \$2,000.00  | \$25,860.00  |
| 500.1.1.2 | Pre-Mylar (Bond) Submittal      | 4           | 10          | 25          | 40          | 2           | 0           | 20          | 101   | \$1,000.00  | \$12,230.00  |
| 500.1.1.3 | 100% Final (Mylar) Submittal    | 4           | 10          | 20          | 20          | 2           | 0           | 10          | 66    | \$2,500.00  | \$10,230.00  |
| 500       | Subtotal Hours                  | 16          | 50          | 100         | 135         | 12          | 0           | 60          | 373   |             |              |
| 500       | Subtotal Fee                    | \$2,720.00  | \$7,250.00  | \$12,000.00 | \$14,850.00 | \$1,800.00  | \$0.00      | \$4,200.00  |       | \$5,500.00  | \$48,320.00  |
| 600       | BID PHASE                       |             |             |             |             |             |             |             |       |             |              |
| 600.1     | Pre-Bid Conference              | 0           | 4           | 4           | 0           | 0           | 0           | 0           | 8     | \$0.00      | \$1,060.00   |
| 600.2     | Bid Requests and Responses      | 0           | 20          | 0           | 20          | 0           | 0           | 20          | 60    | \$500.00    | \$7,000.00   |
| 600.3     | Bid Opening                     | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0     | \$0.00      | \$0.00       |
| 600       | Subtotal Hours                  | 0           | 24          | 4           | 20          | 0           | 0           | 20          | 68    |             |              |
| 600       | Subtotal Fee                    | \$0.00      | \$3,480.00  | \$480.00    | \$2,200.00  | \$0.00      | \$0.00      | \$1,400.00  |       | \$500.00    | \$8,060.00   |
| 700       | CONSTRUCTION PHASE              |             |             |             |             |             |             |             |       |             |              |
| 700.1     | Pre-Construction Meeting        | 0           | 4           | 4           | 0           | 0           | 0           | 8           | 16    | \$0.00      | \$1,620.00   |
| 700.2     | Submittal Review                | 0           | 30          | 20          | 20          | 0           | 0           | 30          | 100   | \$5,000.00  | \$16,050.00  |
| 700.3     | Construction Support Services   | 0           | 40          | 20          | 0           | 0           | 0           | 20          | 80    | \$0.00      | \$9,600.00   |
| 700       | Subtotal Hours                  | 0           | 74          | 44          | 20          | 0           | 0           | 58          | 196   |             |              |
| 700       | Subtotal Fee                    | \$0.00      | \$10,730.00 | \$5,280.00  | \$2,200.00  | \$0.00      | \$0.00      | \$4,060.00  |       | \$5,000.00  | \$27,270.00  |
|           |                                 |             |             |             |             |             |             |             |       |             |              |
|           | Total Basic Services Hours      | 92          | 314         | 406         | 520         | 67          | 56          | 380         | 1,835 |             |              |
|           | Total Basic Services Fee        | \$15,640.00 | \$45,530.00 | \$48,720.00 | \$57,200.00 | \$10,050.00 | \$11,760.00 | \$26,600.00 |       | \$60,900.00 | \$276,400.00 |

END OF EXHIBIT "D"

## **EXHIBIT “E”**

### **ADDITIONAL COMPENSATION**

- 1.1 **Reimbursable Expenses.** Reimbursable Expenses are not allowed.
- 1.2 **Upon written authorization by the City, the Consultant shall provide Additional Services which may include the following:**
  - 1.2.1 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
  - 1.2.2 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
  - 1.2.3 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
  - 1.2.4 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
  - 1.2.5 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
  - 1.2.6 **Project Presentation** – As required by the City, prepare a presentation to the CCRFCD and/or City.
  - 1.2.7 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
  - 1.2.8 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
  - 1.2.9 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
  - 1.2.10 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
  - 1.2.11 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
  - 1.2.12 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
  - 1.2.13 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
  - 1.2.14 **Roadway Design** – As required by the City, Consultant shall provide roadway design as needed for the project.
  - 1.2.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
  - 1.2.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
  - 1.2.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
  - 1.2.18 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.
  - 1.2.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

- 1.2.20 Structural** – As required by the City, Consultant shall provide additional structural design.
- 1.2.21 Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- 1.2.22 Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.
- 1.2.23 Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.
- 1.2.24 Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- 1.2.25 Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- 1.2.26 Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.
- 1.2.27 Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

ADDITIONAL SERVICES FEE BREAKDOWN

| DESCRIPTION                                  |                    |                |                   |                      |                  |                |                    | HOURS<br>SUBTOTAL | Direct<br>Expenses | Lump Sum<br>Task<br>Amounts |
|----------------------------------------------|--------------------|----------------|-------------------|----------------------|------------------|----------------|--------------------|-------------------|--------------------|-----------------------------|
|                                              | Project<br>Manager | Team<br>Leader | Staff<br>Designer | Design<br>Technician | Land<br>Surveyor | Survey<br>Crew | Admin/<br>Clerical |                   |                    |                             |
|                                              | \$170              | \$145          | \$120             | \$110                | \$150            | \$210          | \$70               |                   |                    |                             |
|                                              |                    |                |                   |                      |                  |                |                    |                   |                    |                             |
| <b>ADDITIONAL SERVICES</b>                   |                    |                |                   |                      |                  |                |                    |                   |                    |                             |
| Additional Design Services                   | 0                  | 0              | 0                 | 0                    | 0                | 0              | 0                  | 0                 | \$25,000.00        | \$25,000.00                 |
| Roadway Design                               | 0                  | 0              | 0                 | 0                    | 0                | 0              | 0                  | 0                 | \$25,000.00        | \$25,000.00                 |
| Construction Support Services                | 0                  | 0              | 0                 | 0                    | 0                | 0              | 0                  | 0                 | \$20,000.00        | \$20,000.00                 |
| Utility Potholing                            | 0                  | 0              | 0                 | 0                    | 0                | 0              | 0                  | 0                 | \$5,000.00         | \$5,000.00                  |
|                                              |                    |                |                   |                      |                  |                |                    |                   |                    |                             |
| <b>Total Additional Services -<br/>Hours</b> | 0                  | 0              | 0                 | 0                    | 0                | 0              | 0                  | 0                 |                    |                             |
| <b>Total Additional Services - Fee</b>       | \$0.00             | \$0.00         | \$0.00            | \$0.00               | \$0.00           | \$0.00         | \$0.00             |                   | \$75,000.00        | \$75,000.00                 |

END OF EXHIBIT "E"

## **EXHIBIT "F"**

### **KEY PERSONNEL LIST**

#### **CITY PERSONNEL**

Program Manager: Valerie Flock, P.E.  
Project Manager: Rosa Cortez, P.E.

#### **CONSULTANT'S PROJECT STAFF**

The following personnel will be assigned by the Consultant to work on the Project.  
Any changes require City approval.

Principal In Charge: Ken Gilbreth, P.E.  
Project Manager: Jeff Griest, P.E.

#### **CONSULTANT'S SUB-CONSULTANTS**

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project.  
Any changes require City approval.

Geotechnical: GeoTek  
Potholing: TBE  
Structural: R2H

END OF EXHIBIT "F"

# CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

## 1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

## 2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

## 3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

## 4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

### **Block 1** Contracting Entity

### **Block 2** Description

Langtry Channel

**Name:** VTN Nevada

**Address:** 2727 S Rainbow Blvd  
Las Vegas, NV 89146  
**Telephone:** 702-247-4020

**EIN or DUNS**

**RFP#**

### **Block 3**

### Type of Business

☐ Individual   ☐ Partnership   ☐ Limited Liability Company   ☒ Corporation   ☐ Trust   ☐ Other:

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4 Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

|    | FULL NAME/TITLE        | BUSINESS ADDRESS                            | BUSINESS PHONE |
|----|------------------------|---------------------------------------------|----------------|
| 1. | Gene Krametbauer, PLS  | 2727 S Rainbow Blvd.<br>Las Vegas, NV 89146 | 702-873-7550   |
| 2. | Ken Gilbreth, PE       | 2727 S Rainbow Blvd.<br>Las Vegas, NV 89146 | 702-247-4020   |
| 3. | James Thomas, PE       | 2727 S Rainbow Blvd.<br>Las Vegas, NV 89146 | 702-873-7550   |
| 4. | Michael Leeper         | 2727 S Rainbow Blvd.<br>Las Vegas, NV 89146 | 702-247-4020   |
| 5. | Christopher Grubbs, PE | 2727 S Rainbow Blvd.<br>Las Vegas, NV 89146 | 702-873-7550   |
| 6. | Robert Hosea, PE       | 2727 S Rainbow Blvd.<br>Las Vegas, NV 89146 | 702-873-7550   |
| 7. | Daniel Hood, PE        | 2727 S Rainbow Blvd.<br>Las Vegas, NV 89146 | 702-873-7550   |
| 8. | Anthony Zicari, PLS    | 2727 S Rainbow Blvd.<br>Las Vegas, NV 89146 | 702-873-7550   |

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_.

**Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: \_\_\_\_\_

Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

WMA

Name

10-5-09

Date

Subscribed and sworn to before me this 5<sup>th</sup> day of

October, 2009

Martha Ramon

Notary Public

