

PRIME DESIGN SERVICES AGREEMENT FOR YEAR 1 OF THE SMALL DIAMETER PIPELINE ASSESSMENT PROGRAM: 15 YEAR CYCLE

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) 382-8551, and BROWN & CALDWELL, (the "Consultant"), a Corporation, whose address is 4425 Spring Mountain Rd, Las Vegas, NV 89102, and fax number is (702) 938-4082.

WITNESSETH:

WHEREAS, the City intends to construct the Year 1 of the Small Diameter Pipeline Assessment Program: 15 Year Cycle (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 if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, 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 for one year from the award date with four, one-year renewal options, 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. Worker's Compensation Insurance. This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. Commercial 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 combined single limit 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. Commercial Automobile Liability Insurance. This insurance shall protect the Consultant from claims of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. 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.

E. Cancellation or Modification of Coverage. The Consultant's Commercial 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 Commercial 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.

F. 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.

G. 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.

ATTEST

CITY OF LAS VEGAS

Beverly K. Bridges, MMC, City Clerk

Date

By _____

Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

CONSULTANT

John S. Bidreia
Deputy City Attorney

2/10/10
Date

By _____

Ralph Gabriel, Brown & Caldwell

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 "

EXHIBIT "A"

SCOPE OF SERVICES

YEAR 1

of the

SMALL DIAMETER PIPELINE ASSESSMENT PROGRAM: 15 YEAR CYCLE

PROJECT UNDERSTANDING

The City of Las Vegas (CITY) has significant quantities of small diameter sanitary sewer mains of various materials installed as part of its wastewater collection system. The structural and operational characteristics of this collection system are critical to health and safety of the general public. Therefore, an assessment program, which identifies immediate and potential problems within the collection system, is required to assure that this public asset is operated and maintained in a manner consistent with federal, state, and city guidelines.

This contract marks the beginning of the CITY's 15 Year Small Diameter Pipeline Assessment Program, wherein a sewer condition assessment/evaluation for all existing sewer pipelines with diameters from 8 to 12 inches will be performed. Assessment of manholes and structures associated with these pipelines is also completed as part of this assessment work. As part of the 15 year program, contracts will be awarded for one year and renewable for an additional two years.(see specific contract requirements)

This scope of work includes the inspection, evaluation, prioritization, and recommendations for rehabilitation of approximately 7% of the complete 15 Year Program. Year 1 includes the assessment of approximately 375,519 feet of sewer pipeline and 1,425 manholes. Quantities for Year 1 were provided by the CITY and are shown in table form on the following pages:

Recent legislative changes by the state of Nevada and the Public Utilities Commission of Nevada include a requirement for all utility operators to be able to mark the location of public sewer mains and private sewer laterals upon request. In addition to the small diameter pipeline assessment, the CITY is including a sewer service lateral location task in this contract.

The CITY is contracting with Brown and Caldwell (CONSULTANT), a professional engineering firm located in Las Vegas, Nevada to provide the above mentioned general services. Additionally, the CITY is requesting the CONSULTANT to record and report relevant observations, determinations, and recommendations regarding the need for pipeline and manhole rehabilitation or replacement.

Rehabilitation/replacement recommendations should be consolidated into projects and then prioritized according to severity. The recommended project priority list will be based on each pipeline segment severity of corrosion, structural deterioration, and relative importance of the segment being evaluated. Said recommendations and projects shall be developed in cooperation with the City of Las Vegas Public Works staff.

The successful completion of this project shall provide the CITY with a visual inspection and CCTV records of the interior of the involved sewer segment(s), the ability to locate their sewer service laterals on request, and a rehabilitation program to efficiently extend the useful life of the system.

A summary of the pipelines is shown graphically below.

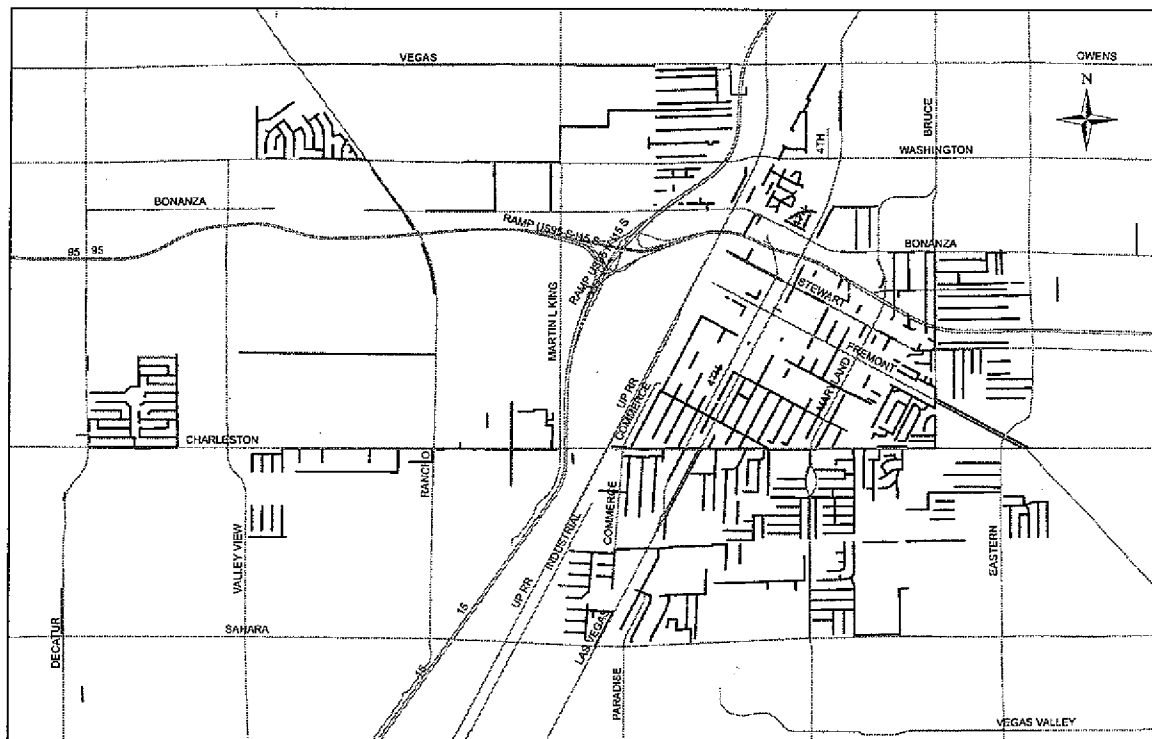


Figure 1: Small Diameter Pipeline Assessment Program - Year 1

In general, the scope of work will consist of the following major tasks:

- Task 1.0: Project Management**
- Task 2.0: Physical Inspection of Pipelines and Manholes**
- Task 3.0: Obtain location of Sanitary Sewer Service Laterals**
- Task 4.0: Review of Field Inspection Data**
- Task 5.0: Final Condition Evaluation and Assessment Reporting**
- Task 6.0: Geographical Information System (GIS) Services**
- Task 7.0: Additional Services**

A detailed description of the scope of work for Year 1 follows:

TASK 1.0: PROJECT MANAGEMENT

- 1.1 Management: CONSULTANT shall monitor and review work progress and budget of project team and provide general project management.
- 1.2 Monthly Invoicing: CONSULTANT shall prepare and submit to the CITY monthly invoices including a brief written narrative of work completed the previous month, an updated schedule, and actual and projected budgets.
- 1.3 Kickoff Meeting: CONSULTANT shall prepare an agenda and schedule a kickoff meeting with the CITY within ten (10) calendar days of the issuance of the Notice-To-Proceed. This meeting will include the following:
 - Review the scope of work

- Discuss data and information provided by the CITY
- Review the project schedule and define milestones
- Introduce key personnel
- Establish lines of communications and respective responsibilities between CITY and CONSULTANT
- Clarify the CITY's goals and objective for the Project
- Establish public notification procedures
- Identify any missing data and information necessary to proceed with the Project.

The CONSULTANT shall prepare and distribute draft meeting minutes to the CITY's Project Manager and meeting attendees (an e-mail to the CITY's Project Manager 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 Project Manager.

- 1.4 Progress Meetings: CONSULTANT shall participate in twelve (12) monthly progress meetings with CITY staff, generally to be held at the City of Las Vegas and will be attended by the CONSULTANT's Project Manager, Project Engineer and other key personnel as determined to be necessary. The purpose of the monthly progress meeting is to provide an opportunity for CONSULTANT and CITY to review progress of the work, present and discuss interim results, anticipate and mitigate any performance problems and address other issues and concerns. CONSULTANT shall prepare an agenda for each of the progress meetings. The CONSULTANT shall prepare and distribute draft meeting minutes to the CITY's Project Manager and meeting attendees (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 Project Manager.
- 1.5 Miscellaneous Meetings: The CONSULTANT shall attend up to six (6) miscellaneous meetings with the CITY and prepare and distribute meeting minutes, summarizing agreements reached and actions required.
- 1.6 Quality Assurance Reviews: The CONSULTANT shall perform periodic quality reviews of the work progress utilizing appropriately qualified principal staff as required to ensure that the project scope is achieved. The CONSULTANT shall review all deliverables in-house for quality assurance prior to submittal to the CITY.
- 1.7 Coordination: The CONSULTANT shall be responsible for ensuring that the work of its sub-consultants is performed within the guidelines established herein, in a timely manner, and that the sub-consultants shall not adversely impact the overall project schedule.
- 1.8 Overall Project Schedule: The CONSULTANT shall prepare an overall project schedule using Microsoft Project Schedule which designates milestones agreed to by CITY and CONSULTANT.

TASK 2.0: PHYSICAL INSPECTION OF PIPELINES AND MANHOLES

The CONSULTANT is expected to access system features within public rights-of-way or easements while at the same time respecting, to the extent possible, private property rights. A portion of this contract will require nighttime activities, during low flow conditions. The CONSULTANT shall take all provisions necessary to keep noise and lights to a minimum, while at the same time maintaining all required safety standards. The CONSULTANT and/or its sub-consultants shall perform all their operations with diligent safety standards for themselves and the general public. All attempts shall be made to respect non-standard access to private property, and utmost professional courtesy when contacting the general public

- 2.1 Schedule for Physical Inspection: The CONSULTANT shall provide the CITY with a proposed schedule for all sewer inspections, including closed circuit television (CCTV) and manhole inspections. This schedule shall be included with the Overall Project Schedule discussed in Task 1.8.
- 2.2 Pre-Inspection Walk-through: Throughout the physical inspection period, a pre-inspection walk-through shall be conducted prior to the start of inspection of any segment. This field inspection shall be conducted to:
 - Locate all manholes within the segment of sewer to be inspected. The CITY shall provide assistance in locating or providing access to manholes that CONSULTANT is unable to locate or manholes that are inaccessible.
 - Identify access and traffic control issues.
 - Identify issues to be addressed by CITY maintenance staff prior to inspection.

- Identify any other agencies, jurisdictions or property owners that will need notification.

- 2.3 Permits: The CONSULTANT shall obtain all necessary permits from the governing agencies that apply to project work, including traffic control, allowable work hours, and other provisions the agencies impose. The CONSULTANT will pay all permit fees.
- 2.4 Manhole Inspections: Each manhole shall be physically inspected using the PANORAMO optical manhole scanner. The information obtained will be evaluated and coded according to NASSCO-MACP (Manhole Assessment Certification Program) guidelines by NASSCO-MACP certified personnel. The CITY recognizes that not all information addressed by MACP is required. *All inspection work will be performed from the ground surface. Confined space entry is not required for the inspection of manholes.* The manhole inspections will be performed at various times and generally when the impact to the other work activities and to the community can be minimized.

This proposal is based on a maximum of 1,490 total manholes. Additional manhole inspections (beyond the 1,490 included in the basic contract) will be performed and paid for as outlined in Exhibit E, Additional Services.

- 2.5 Inaccessible Manholes: Varying degrees of limited access to manholes due to vegetation, bolted-down covers, pavement over manholes, private property encroached easements and rights-of-way is anticipated. The CONSULTANT shall provide assistance to the CITY in identifying these manholes during Task 2.2 and shall provide sketches and field notes required to provide access using CITY forces, or another contractor working for the CITY.

In the event that CITY forces cannot provide access to one (1) or more inaccessible manholes in a timely manner, the CONSULTANT shall hire a contractor to provide access to the manhole(s) required in this contract. If a CONSULTANT's contractor is used, the cost shall be estimated for each manhole encountered by CONSULTANT and paid for as outlined in Exhibit E, Additional Services.

- 2.6 Closed Circuit Television Video (CCTV) Inspection: The CONSULTANT shall be responsible for furnishing all equipment, materials, and labor required to CCTV inspect and document the condition of the project pipeline segments. The inspections shall be per NASSCO-PACP (Pipeline Assessment Certification Program) guidelines by NASSCO-PACP certified technicians. The pipe will be inspected using the IBAK Panoram camera. The CCTV inspections will be performed at various times and generally when the flow in the pipelines is at a minimum and/or when impact to the community can be minimized. Deliverables will include an .ibf file, the accompanying "360" viewer and inspection logs for each sewer line segment inspected.

The CITY shall have access to inspection logs, pictures, etc throughout the duration of the project by DVD or removable hard disk on an as requested basis. The CITY reserves the right to reject the media because of a poor picture quality. These conditions may include but limited to: fogged lens, excessive fog forming inside the pipeline, grease build-up on lens, clarity, brightness, off centered camera, and camera out of focus. The CONSULTANT shall re-televis, re-inspect, record and resubmit video inspection data of those sewer segments that may be rejected by the CITY because of poor quality, all within the bounds of present state of the art closed circuit televising capabilities. All reaches requiring re-inspection shall be done by the CONSULTANT, at no additional expense to the CITY.

In general, the CONSULTANT shall attempt to access sewers from manholes requiring minimal traffic control. Minimal traffic control shall be defined as a flashing arrowboard and cones. In the event that minimal traffic control is not sufficient as defined by the governing entity, major or long term traffic control is needed, the CONSULTANT shall notify the CITY. Major traffic control will be paid for as outlined in Exhibit E, Additional Services.

Additional pipeline inspections, (beyond the 400,000 ft. included in the basic contract) will be performed and paid for as outlined in Exhibit E, Additional Services.

- 2.7 Pipe Cleaning: All pipeline segments will be cleaned prior to the CCTV inspection. Cleaning shall adequately remove all sediment, rocks, debris, and grease accumulations from the sewer to allow for unimpeded CCTV inspection. Cleaning shall restore pipe to a minimum of 95 percent of original carrying capacity, based on visual observation documented by internal inspection. At a minimum, the cleaning shall include a 2-pass 360 degree high pressure spray.

Because of the age and possible condition of the sewer lines, the CONSULTANT shall exercise extreme caution when cleaning the sewers to preserve the existing condition of the sewer and to prevent customer plumbing blow-outs or dewatering.

Based on the CITY's ongoing cleaning program, the amount of debris in the collection system pipelines is based on the assumption of the pipelines being 10% full. An estimate of approximately fifty-eight (58) trips for hauling debris was included in the effort. Direct costs will be reimbursed until the amount allocated in the subtask has been exhausted. If the costs exceed this estimate, additional trips will be paid for as outlined in Exhibit E, Additional Services.

Additional heavy debris removal, for example, debris that cannot be readily removed by a hydrocleaning device (root removal or hardened grease), also will be performed and paid for as outlined in Exhibit E, Additional Services.

TASK 3.0: OBTAIN LOCATION OF SANITARY SEWER SERVICE LATERALS

- 3.1 Locate Sewer Service Laterals: The sewer service laterals shall be located by calculating the distance from the manholes per the CCTV inspection data, using the surveyed manhole center as the reference point. It is assumed that there are no more than 10,000 laterals for location. Locating additional laterals will be paid for out of Exhibit E, Additional Services.
- 3.2 Locate Manholes: The CONSULTANT shall locate the center of the sewer manholes included in this project to ± 0.10 feet based on the "Nevada Coordinate System of 1983, East Zone" per NRS 327.
- 3.3 Calculated and Surveyed Coordinates: The CONSULTANT shall provide to the CITY these calculated (laterals) and surveyed (manholes) coordinates in a GIS layer with an attribute indicating the direction the lateral leaves the main.
- 3.4 QA: The CONSULTANT shall perform:
 - Twelve (12) quality assurance potholes in the field to verify accuracy of the location of the sewer service laterals. Additional potholes will be performed and paid for as outlined in Exhibit E, Additional Services.
 - One (1) redundant inspection each day in the opposite direction as the original inspection to verify accurate footage is recorded. This additional footage shall amount to approximately 5% of the total project production.

TASK 4.0: REVIEW OF FIELD INSPECTION DATA

- 4.1 CCTV Review: The CONSULTANT, using NASSCO certified reviewers, shall review all pipeline CCTV inspections. Each inspection shall be reviewed to ensure that adequate information has been collected, defects are coded correctly, and to evaluate the existing condition of the pipeline.
- 4.2 Prepare Pipeline Defect Logs: The CONSULTANT shall prepare defect logs during the CCTV review to identify and record the defects identified. Field inspection and defect logs shall be included in the appendix of the Yearly Report.
- 4.3 Preliminary Pipeline Condition Assessment: Based on the identified defects, the pipe condition shall be assessed using peak and/or total defects. Peak defects shall include the condition grade for the worst defect for the segment or manhole to manhole reach. Total defects for a pipe will include cumulative pipe joint length values and a weighted value or index of the condition grade for the entire pipe. The condition grade of the sewer shall be prepared based on the following:

Rating	Condition	Condition Rating for Corrosion Severity	Implication
1	Excellent	Minor Defects	Failure unlikely in the foreseeable future
2	Good	Defects that have not begun to deteriorate	Pipe unlikely to fail for at least 20 years
3	Fair	Moderate defects that will continue to deteriorate	Pipe may fail in 10 to 20 years
4	Poor	Severe defects that will become Grade 5 defects within the foreseeable future	Pipe will probably fail in 5 to 10 years
5	Immediate Attention	Defects requiring immediate attention	Pipe has failed or will likely fail within the next five years

- 4.4 **Manhole Reviews:** The CONSULTANT, using a NASSCO-MACP certified reviewer, shall review the video or pictures for each manhole inspected. Each inspection shall be reviewed to ensure that adequate information has been collected to evaluate the existing condition of the manhole. *At the request of the CITY, special care shall be taken to document both the location and the condition of all manholes constructed of brick and mortar.*
- 4.5 **Prepare Manhole Defect Logs:** The CONSULTANT shall prepare defect logs during the picture and data review to identify and record the defects identified. Defect logs shall be presented in a table format in the Yearly Report. This table shall summarize the findings of the field inspection and defect logs. Field inspection and defect logs shall also be included in the Yearly Reports.
- 4.6 **Preliminary Manhole Condition Assessment:** Based on the identified defects, each manhole condition shall be assessed using peak and/or total defects as similarly described above for the pipelines. The condition grade of each manhole will be based on the following:

Rating	Condition	Condition Rating for Corrosion Severity	Implication
1	Excellent	Minor Defects	Failure unlikely in the foreseeable future
2	Good	Defects that have not begun to deteriorate	Manhole unlikely to fail for at least 20 years
3	Fair	Moderate defects that will continue to deteriorate	Manhole may fail in 10 to 20 years
4	Poor	Severe defects that will become Grade 5 defects within the foreseeable future	Manhole will probably fail in 5 to 10 years
5	Immediate Attention	Defects requiring immediate attention	Manhole has failed or will likely fail within the next five years

TASK 5.0: FINAL CONDITION EVALUATION AND ASSESSMENT REPORTING

- 5.1 **Identify Rehabilitation Ratings:** The CONSULTANT shall develop rehabilitation ratings for each sewer segment inspected. NASSCO PACP and MACP shall be used for all condition assessments and used in developing the ratings. The condition assessment and rating performed by the CONSULTANT shall categorize and rate the severity of the observed conditions. The rating shall be prioritized. The ratings shall account for the internal condition assessment, location, importance and the seriousness of failure.
- 5.2 **GIS Discrepancies:** All materials, sizes, etc. found during the field inspections shall be compared to the CITY GIS database and a table listing differences shall be included in the Yearly Report.
- 5.3 **Rehabilitation Project Priority List:** If the condition of the pipeline(s) or manhole(s) mandates repair and/or maintenance, recommended rehabilitation projects will be suggested to the CITY as part of the Yearly Report with the following information:
- Said projects shall be grouped into logical construction projects.
 - Recommended completion dates shall be provided based on anticipated remaining life.
 - An initial effort to identify major construction issues that may be incurred during the rehabilitation/replacement process shall also be reviewed. This may include access, traffic control, bypass pumping, and other issues. The primary purpose in identifying these issues is to begin accounting for site-specific conditions as rough-order-of-magnitude cost estimates are developed.
 - Preliminary cost estimates shall be developed for each rehabilitation/replacement project.
 - Each project shall identify the benefits and limitations of various alternative methods for rehabilitation including conventional and trenchless methodologies. CONSULTANT shall preliminarily identify rehabilitation alternatives appropriate to each pipeline. The preliminary identification shall provide the basis for more detailed evaluation of alternatives during the detailed design phase.

It is anticipated that this task shall be performed in cooperation with CITY staff.

- 5.4 Monthly Reports: The CONSULTANT shall prepare and submit two (2) copies of a Monthly Report summarizing the results of the preliminary condition assessment, lateral location survey, quantity of pipe inspected in feet and number of manholes inspected to date, with cataloging of structural and operational defects identified and display maps. The first monthly report shall be submitted within 6 weeks following receipt of inspection data with subsequent reports on a monthly basis.
- 5.5 Yearly Report: The CONSULTANT shall then prepare the Yearly Report, incorporating comments from CITY reviews to all previously submitted Monthly Reports, and including all cost estimates, recommendations, contract issues, project difficulties, scheduling problems, or other specific information relating to the execution of this contract shall be communicated and summarized. Two (2) hard copies and one (1) electronic pdf copy (bookmarked to the sections defined in the report) of the Final Yearly Report shall be delivered to the CITY. Receipt and acceptance of the annual report by the CITY shall constitute completion of Year 1 of the project.

TASK 6.0: GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

After delivery of the Final Yearly Report, CONSULTANT shall prepare and deliver to the CITY an updated GIS database for the portion of work completed that year. Said GIS update will modify the existing CITY GIS database to match the actual field data obtained as part of the assessment work (i.e. material type, diameters, etc.) and will provide final segment and manhole grading information, and will link inspection reports to corresponding pipe segments and manholes for easy access utilizing ArcGIS. In general, this task will include the following work:

- 6.1 Service Lateral Database Design Development: Preparation of a GIS database for future use to field locate sewer service laterals.
- 6.2 Addition of Field Data to Existing Database: Develop attributes for CCTV and field inspections field data, to be added to existing attribute tables. This attribute table, based on the CITY GIS database, will be updated by the CONSULTANT within the project limits. The GIS deliverable for the project will be integrated into the CITY GIS by the CONSULTANT, if directed to do so under Additional Services. Integration will be performed and paid for as outlined in Exhibit E, Additional Services.
- 6.3 Preparation of GIS Deliverables: Develop GIS attributes, within project limits, which correctly reference and display pipe segment and manhole conditions grades. Hyperlink inspection reports to their respective pipe segments and manholes in the provided GIS database.
- 6.4 Final QA/QC and Delivery: Perform the final quality assurance and quality control reviews. Transfer finalized data, videos, and pictures to an external hard drive in the format required by the CITY.

All GIS deliverables will be in the latest version of ESRI ArcGIS shapefile format.

TASK 7.0: ADDITIONAL SERVICES

- 7.1. Additional Services that may be provided under this Agreement are addressed in Exhibit E.

END OF EXHIBIT "A"

EXHIBIT "B"

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END OF EXHIBIT "B"

EXHIBIT "C"

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").

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

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

		Start Days From NTP	Duration Days	End Days From NTP
100	Project Management	0	360	360
101	Project Management	0	360	360
102	Monthly Invoicing	0	360	360
103	Kickoff Meeting	0	30	30
104	Progress Meetings	0	360	360
105	Misc Meetings	0	360	360
106	QA Reviews	0	360	360
107	Coordination	0	360	360
108	Overall Project Schedule	0	60	60
Inspection of Pipelines and				
200	MHs	7	180	187
201	Inspection Schedule	7	30	37
202	Pre-Inspection Walk Thru	7	30	37
203	Permits	14	120	134
204	Manhole Inspections	30	150	180
205	Inaccessible Manholes	7	60	67
206	CCTV Inspection	37	150	187
207	Pipe Cleaning	30	157	187
208	Inspection QA/QC	30	157	187
300	Location of Service Laterals	37	180	217
301	Locate Sewer Service Laterals	67	150	217
302	Locate Manholes	37	90	127
303	Surveyed Coordinates	52	60	112
304	QA Potholing	37	150	187
305	Lateral QA/QC	37	150	187

400	Review of Field Inspection	58	164	222
401	CCTV Review	58	150	208
402	Prepare Pipeline Defect Logs	58	150	208
403	Prelim Pipeline Assessment	72	150	222
404	Manhole Reviews	58	150	208
405	Prepare Manhole Defect Logs	58	150	208
406	Prelim Manhole Assessment	72	150	222
407	Review of Field Inspection QA/QC	58	164	222
500	Final Condition Report	88	219	307
501	Identify Rehab Ratings	88	150	238
502	GIS Discrepancies	88	150	238
503	Rehab Priority List	88	150	238
504	Monthly Reports	88	150	238
505	Yearly Report	222	85	307
506	Report QA/QC	222	85	307
600	GIS Services	30	307	337
601	Lateral Database Development	30	60	90
602	Addition of Field Data	52	150	202
603	Prep of GIS Deliverables	222	115	337
604	Final QA/QC and Delivery	222	115	337

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 ONE MILLION SEVEN HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED TWENTY dollars (\$1,741,420) 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 ONE MILLION FOUR HUNDRED NINETY-FOUR THOUSAND, ONE HUNDRED TWENTY-THREE dollars (\$1,494,123) 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 TWO HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED NINETY-SEVEN dollars (\$247,297) without the prior written approval of the City.

Exhibit "D" - Fee Breakdown: Basic Services

		Reproduction	Printing and Copying	Photos	Logbook and Notes	Field Notes	Supplies	Total OD/CS	Permit	Subtotal	CCTV and Manhole Inspection	Manhole Inspection	Permitting	Total Sub	Total Expense Cost	Total Expense Effort	Total Effort
this row to																	
100	Project Management	0	0	800	400	0	0	1,200	0	0	0	0	0	0	1,200	1,200	142,286
101	Project Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35,000
102	Monthly Invoicing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,803
103	Kickoff Meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,172
104	Progress Meetings	0	0	400	200	0	0	600	0	0	0	0	0	0	600	600	24,954
105	Misc Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,154
106	QA Reviews	0	0	400	200	0	0	600	0	0	0	0	0	0	600	600	9,100
107	Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48,510
108	Overall Project Schedule	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,593
200	Inspection of Pipelines and MHe	0	0	1,600	16,200	2,200	1,000	21,000	0	0	559,020	96,850	0	655,870	676,870	696,546	869,211
201	Inspection Schedule	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,593
202	Pre-Inspection Walk Thru	0	0	400	200	0	0	600	0	0	0	0	0	0	600	600	24,487
203	Permits	0	0	0	0	200	0	200	0	0	0	0	0	0	200	200	7,793
204	Manhole Inspections	0	0	0	0	0	0	0	0	0	96,850	0	0	96,850	96,850	99,766	120,646
205	Inaccessible Manholes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,925
206	CCTV Inspection	0	0	1,200	16,000	2,000	1,000	20,200	0	0	281,000	0	0	281,000	301,200	309,630	391,079
207	Pipe Cleaning	0	0	0	0	0	0	0	0	0	278,020	0	0	278,020	278,020	286,361	296,053
208	Inspection QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,636
300	Location of Service Laterals	0	0	800	400	0	0	1,200	0	51,175	0	0	4,000	55,175	56,375	58,030	136,118
301	Locate Sewer Service Laterals	0	0	800	400	0	0	1,200	0	0	0	0	0	0	1,200	1,200	23,711
302	Locate Manholes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27,540
303	Surveyed Coordinates	0	0	0	0	0	0	0	0	51,175	0	0	0	51,175	51,175	52,710	61,794
304	QA Potholing	0	0	0	0	0	0	0	0	0	0	0	4,000	4,000	4,000	4,120	18,696
305	Lateral QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,378
400	Review of Field Inspection	0	4,000	0	0	0	0	4,000	0	0	0	0	0	0	4,000	4,000	185,981
401	CCTV Review	0	4,000	0	0	0	0	4,000	0	0	0	0	0	0	4,000	4,000	60,641
402	Prepare Pipeline Defect Logs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44,299
403	Prelim Pipeline Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19,353
404	Manhole Reviews	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19,383
405	Prepare Manhole Defect Logs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,529
406	Prelim Manhole Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,952
407	Review of Field Inspection QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,824
500	Final Condition Report	4,000	0	400	200	0	0	4,600	0	0	0	0	0	0	4,600	4,600	133,390
501	Identify Rehab Ratings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,546
502	GIS Discrepancies	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,061
503	Rehab Priority List	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,795
504	Monthly Reports	3,000	0	0	0	0	0	3,000	0	0	0	0	0	0	3,000	3,000	63,756
505	Yearly Report	1,000	0	400	200	0	0	1,600	0	0	0	0	0	0	1,600	1,600	18,750
506	Report QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,484
600	GIS Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27,137
601	Lateral Database Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,010
602	Addition of Field Data	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11,302
603	Prep of GIS Deliverables	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,936
604	Final QA/QC and Delivery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,889
GRAND TOTAL		4,000	4,000	3,600	17,200	2,200	1,000	32,000	0	51,175	559,020	96,850	4,000	711,045	743,045	764,376	1,494,123

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 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
 - 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 **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.
 - 1.2.15 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
 - 1.2.16 **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.
 - 1.2.17 **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.
 - 1.2.18 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
 - 1.2.19 **Structural** – As required by the City, Consultant shall provide additional structural design.

1.2.20 Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

1.2.21 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.

1.2.22 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.

1.2.23 Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.

1.2.24 Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

1.2.25 Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

1.2.26 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

Exhibit "E" - Fee Breakdown: Additional Services

		Redirection	Training and Software	Airfare	Logging and Photo	Other Travel	Supplies		Paving	Survey	CCTV and Cleaning	Manhole Inspections	Potholing				
								Total Price	Cost	Cost	Cost	Cost	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
700	Additional Services	0	0	400	200	1,200	0	1,800	30,000	0	72,000	5,200	0	107,200	109,000	112,216	247,297
701	Add Pipeline Inspection & Eval	0	0	0	0	1,200	0	1,200	0	0	17,000	0	0	17,000	18,200	18,710	72,158
702	Add Manhole Inspection & Eval	0	0	0	0	0	0	0	0	0	0	5,200	0	5,200	5,200	5,356	12,080
703	Inaccessible Manholes	0	0	0	0	0	0	0	30,000	0	0	0	0	30,000	30,000	30,900	41,254
704	Major Traffic Control	0	0	0	0	0	0	0	0	0	25,000	0	0	25,000	25,000	25,750	28,771
705	Heavy Debris Removal	0	0	0	0	0	0	0	0	0	30,000	0	0	30,000	30,000	30,900	33,921
706	Add Engineering Services	0	0	400	200	0	0	600	0	0	0	0	0	0	600	600	50,211
707	Add GIS Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,901
GRAND TOTAL		0	0	400	200	1,200	0	1,800	30,000	0	72,000	5,200	0	107,200	109,000	112,216	247,297

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager:
Project Manager: Tim Parks

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:
Project Manager: Ralph Gabriel

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.

Aerial Mapping:
Environmental:
Geotechnical:
Landscaping:
Potholing:
Structural:

END OF EXHIBIT "F"