

PRIME DESIGN SERVICES AGREEMENT FOR F STREET REOPENING

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 **PBS&J**, (the "Consultant"), a **Corporation**, whose address is **2270 Corporate Circle, Suite 100**, and fax number is **(702) 263-8651**.

WITNESSETH:

WHEREAS, the City intends to construct the **F Street Reopening** (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 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. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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. Ridilla 3/5/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

By Wayne Horlacher 3/8/10
Wayne Horlacher, PBS&J

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

1. GENERAL

1.1 PROJECT LOCATION AND PURPOSE.

The Project is located on F Street at I-15 and will encompass surface streets generally between Washington Avenue on the north, Bonanza Avenue on the south and D Street on the east. F Street will generally be the west limit. The project will focus on reestablishing the through access of F Street under I-15. This scope assumes that the preliminary design developed will allow for a reduced height clearance on F Street beneath I-15 and that a profile modification is not required on the I-15 mainline or ramps. This scope also assumes the vertical profile of F Street will be lowered, utilities will be relocated and no additional right of way will be needed. Variations, such as roadways with varying widths, tunnels vs structures and roadways with varying height clearances will be evaluated.

The primary goal of this scope of work is to provide preliminary design work and environmental studies for the reopening F Street under I-15. The design work and environmental studies will be used to support the preparation of a Federal Highway Administration (FHWA) requested reevaluation of the *I-15 Improvements, US-95 to Apex* Environmental Assessment (EA) as well as for the preparation of a new National Environmental Policy Act (NEPA) document for the F Street reopening. This effort will include the development of a design concept and plans. (up to 30%).

This project will be jointly managed and reviewed by the City of Las Vegas (CLV) and the Nevada Department of Transportation (NDOT) in cooperation with the FHWA. NDOT will assume the lead role for project management, but all key decisions and reviews will require the approval of all agencies.

1.2 GENERAL DESCRIPTION OF SERVICES

Designs and drawings shall be prepared in English units using MicroStation J (version 7.01.05.03) and InRoads (version 8.2.00.00 SP7) software. All existing features shall be shown in green and all new and/or modified features shall be shown in black. Converted AutoCAD files shall not be accepted.

The Consultant shall develop a recommended design concept for consideration by the Nevada Department of Transportation (NDOT), the FHWA, the City of Las Vegas and the community. This concept will be developed based on engineering data gathered early in the project that includes, but is not limited to: neighborhood input, existing roadway geometry; drainage flows; traffic data; and cost. Upon acceptance of the recommended concept, the plans will be developed further up to a 30% level.

The Consultant shall provide professional engineering services to include (NEPA) process support to NDOT, traffic information, drainage studies, design, preparation and QA/QC of preliminary (30%) construction plans, quantities and cost estimates.

This project includes the modification of the existing Environmental Assessment document entitled *I-15 Improvements, US-95 to Apex* to obtain environmental clearances. The preparation of the reevaluation document will be managed and written by NDOT. The Consultant shall assist NDOT in the development and preparation of information and provide preliminary design level plans required to complete these documents.

Consultant will assist NDOT and City of Las Vegas (CLV) in conducting public informational meetings and hearings, preparing displays and attendance by staff members who are knowledgeable of the project. Public outreach will be provided by a consultant selected under a separate contract.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

The City Engineer or their authorized representative may at any time, only be 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.

1.3 SCHEDULE

1.3.1 Milestones

- | | |
|---|--------------------|
| • Kickoff Meeting | March 24, 2010 |
| • Submit Recommended Concept | May 10, 2010 |
| • Approval of Recommended Concept | June 09, 2010 |
| • Submit Preliminary Plans (30%)
for the recommended concept | August 08, 2010 |
| • Preliminary Design Review Meeting | September 07, 2010 |
| • Submit Corrected 30% Plans | October 07, 2010 |

2. DESIGN CRITERIA

2.1 DESIGN REFERENCES

The following documents are design references developed and published by NDOT and other agencies and adopted for use in the design of the project. In this listing are current standards, specifications, manuals, policies, guides, procedures, and environmental regulations that shall be applied to the various aspects of the project. Additional documents may be added by NDOT, FHWA and CLV as needed. The edition listed below for each document shall be the one followed for this project, but if the current edition used by NDOT or CLV changes during the course of this project, the new adopted edition may be used. If this occurs, the effort required to modify the contract documents to conform to the newer standard shall be reviewed and a contract amendment may be issued if the additional work effort is significant.

NDOT Publications

Standard Drawings (English)

- Standard Plans for Road and Bridge Construction. (2010)
- CADD Standards (standards/workspace provided by NDOT on CD). (2000)
- NDOT Plan Preparation Guide, August 21, 2007

Specifications

- Standard Specifications for Road and Bridge Construction. (2001)

Manuals

- Road Design Guide – 2009 Edition
- NDOT Storm Water Quality Manuals
- Planning and Design Guide (January 2006)
- NDOT Construction Site Best Management Practices Manual. (2006)
- NDOT Drainage Manual. (December 2006)
- NDOT Structures Manual (2008)
- NDOT Geotechnical Policies and Procedures Manual (2005)
- NDOT Project Management Guidelines (2009)
- NDOT Work Zone Safety & Mobility Implementation Guide (2008 and 2009 Revision)
- CCRFCD Hydrologic Criteria and Drainage Design Manual
- CCRFCD Policies and Procedures Manual

Policies, Guides, and Procedures

- Sign Supplement to the Standard Highway Signs Manual (English). (2006)
- NDOT Road Design Division Project Estimation Guide. (Part of the Design Development Guide Section 2.7)
- Engineer's Estimate of Reasonable Unit Prices.
- Consultant Submission Requirements.
- Access Management System and Standards. (1999)
- NDOT Public Hearing Procedures. (2005- called Open Meeting Law Manual)
- Pattern and Palette of Place: A Landscape and Aesthetics Master Plan for the Nevada State Highway System. (2002)
- I-15 Landscape and Aesthetics Corridor Plan
- Aesthetic Alternatives for NDOT Design Standards (2009)
- NDOT Ramp Metering Guidelines (Draft) (2006)
- City of Las Vegas Central Neighborhood Flood Control Master Plan (2005)
- CCRFCD Master Plan Update (2008)

AASHTO Publications

- A Policy on Geometric Design of Highways and Streets "Green Book". (5th edition, 2001)
- A Policy on Design Standards – Interstate System. (5th edition, 2005)
- Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals. (4th edition, 2006)
- Roadside Design Guide. (3rd edition, 2006)
- An information Guide for Roadway Lighting. (2005)
- Standard Specifications for Highway Bridges. (17th edition)

- AASHTO LRFD Design Specifications (4th edition, 2008)
- AASHTO Drainage Guidelines. (4th edition, 2006)
- Manual on Subsurface Investigations, 1988
- Guide for the Planning, Design and Operation of Pedestrian Facilities. (1st edition, 2004)
- A Guide for Transportation and Environmental Design. (2nd edition)
- A Guide for the Development of Bicycle Facilities. (1st edition, 1999)
- A Guide to Achieving Flexibility in Highway Design. (1st edition)

FHWA Publications

- Manual on Uniform Traffic Control Devices. (2009)
- Traffic Control Devices Handbook. (2001)
- Standard Highway Signs. (2004)

Transportation Research Board (TRB)

- TRB Special Report 209 – Highway Capacity Manual. (3rd edition)

Federal Register

- OSHA Construction Standard (29 CFR Part 1926), Occupational Safety and Health Administration. (2001)

Illuminating Engineering Society of North America

- American National Standard Practice for Roadway Lighting (EIS – RP8). (1983-R1993)

Federal Environmental Regulation and Policies

- National Environmental Policy Act of 1969. (1969)
- 36 CFR 800 – Protection of Historical and Cultural Properties. (2004)
- 23 CFR 771 – Environmental Impact and Related Procedures. (1999)
- 23 CFR 772 – Procedures for the Abatement of Highway Traffic Noise and Construction Noise. (1997)

City of Las Vegas and Local Publications

- 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
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- 2002 Las Vegas Valley Flood Control Master Plan Update (MPU)
- Central Neighborhood Flood Control Master Plan, Volumes I & I1, March 2005
- Las Vegas Valley Water District 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

2.2 PROJECT DESIGN CRITERIA

Design and preparation of contract documents shall be guided by the design references listed in Section 2.1. Consultant prepared reports must be approved by NDOT prior to use on this project. If conflicts arise between County or City and State criteria, the Consultant will resolve the conflict before proceeding, by obtaining approvals from CLV, NDOT and other affected agencies. The Consultant shall prepare a design exception report for any substandard design criteria and submit it to the NDOT Project Manager. Approval of the exceptions, by NDOT and FHWA, will be necessary before design elements affected by the approval can be advanced to the next submittal.

The Consultant, in cooperation with the NDOT Roadway Design Division, shall develop a roadway criteria summary memorandum, identifying overall roadway design criteria, proposed methodology for all design aspects, and any known existing deviation from the AASHTO "Green Book" and Uniform Standard Drawings for Public Works' Construction Off-site Improvements, Clark County Area, Nevada "Blue Book". The Criteria Memorandum shall be submitted to the Roadway Design Division and the NDOT Project Manager and approved prior to the start of any roadway design. Any exceptions requested for the proposed improvements will be submitted with the Preliminary Design Submittal.

The Consultant, in cooperation with the NDOT Hydraulics Section, shall develop a drainage criteria summary table, identifying overall drainage design criteria, proposed methodology for all design aspects, and any anticipated deviation from the NDOT Drainage Manual or any policy or manual described in Section 2.1. The Criteria Table shall be submitted to the NDOT Hydraulics Section, City of Las Vegas Public Works and the NDOT Project Manager and approved by all parties prior to the start of the drainage analysis.

The Consultant shall research and apply City of Las Vegas criteria on City Streets, unless the agency minimum standards do not meet NDOT minimum standard requirements. In this instance, the Consultant will resolve the design issues between the standards and make a recommendation to the NDOT Project Manager and City of Las Vegas Public Works for approval by both parties prior to a decision before proceeding.

3. PROJECT MANAGEMENT

Project Management Understanding/Strategy

The Consultant shall provide a committed, readily available management team that has the capacity to successfully oversee all project management and design efforts within the defined schedule. The Consultant shall provide the NDOT & the CLV monthly, detailed management reports clearly identifying project progress (budget and schedule). The Consultant is responsible for the coordination of activities between the NDOT, CLV and other agencies through regular meetings. Coordination will include, but not be limited to, meetings, facilities, developing agendas, and minutes and to provide information useful for formal monthly meetings, tracking issues and resolutions as they arise, ensuring action items are followed through, and providing detailed management reports as listed below. The project management reports will identify work completed, schedule and progress relative to the schedule, budget used and available for the various tasks, action items and work proposed for the coming month.

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.

The Consultant will attend all meetings and prepare all agendas and minutes and forward a draft copy to the NDOT and CLV Project Managers within one (1) week of the meeting. Consultant will identify and track (manage) all critical action items to expedite their completion.

PM Role and Responsibility

The Consultant, the NDOT and the CLV project managers shall be the primary points of contact and any direction which affects Scope, Schedule or Budget shall occur between the project managers.

The Consultant shall be responsible for monitoring and enforcing budget and schedule status for all aspects of the project and keeping the NDOT & CLV updated on the project status.

All Consultant meetings with the public, involved agencies or NDOT staff and CLV staff will include invitation to the NDOT's and CLV's project managers and originate from, or be copied to the Consultant's project manager.

Some coordination is expected to occur between various entities and the Consultant's leads for various disciplines. When this communication materially influences the Scope, Schedule, Budget, or allocation of resources, the Consultant shall be made aware and will communicate these issues to NDOT and CLV as soon as they are discovered. Routine communication will include regular phone calls and e-mails between the Consultant and the NDOT. Coordination which affects the project Scope, Budget or Schedule will be followed-up in writing between the Consultant, the NDOT and CLV in all situations.

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.

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 this Section and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

3.1 DESIGN MEETINGS

3.1.1 Kickoff Meeting

The project will be officially initiated with a project kick-off meeting, to be held within two weeks of the notice to proceed. At this meeting the scope for the project will be reviewed and discussed. The detailed preliminary schedule will be presented and reviewed. The Project management plan will also be provided for review and comment. Monthly project status meetings, as identified in subsection 3.6.1, will be held the last Tuesday of each month from 10 am to 12 pm in the NDOT Las Vegas District 1 conference room.

3.1.2 Preliminary Design Review Meeting

The Consultant shall attend a preliminary design review meeting to discuss and respond to comments made by NDOT and CLV and other project stakeholders on the preliminary design submittal. The Consultant will prepare, distribute, and collect electronic comment forms to and from reviewers prior to the review meeting. The Consultant will resolve the issues and provide responses to all comments using the forms and redistribute to the project.

3.1.3 Traffic Control Strategy Meeting

The Consultant shall attend a Traffic Control Strategy meeting with NDOT personnel prior to the Preliminary Design submittal to review the planned strategy for maintaining traffic through the work zone. Conceptual construction staging roll plots will be developed to evaluate constructability and to obtain support from the affected agencies, and businesses. Traffic control will be evaluated for right of way and construction impacts. The Traffic Control Strategy meeting will be held in conjunction with a regularly scheduled progress meeting.

3.2 FIELD REVIEWS

3.2.1 During Design

The Consultant shall attend site visits as needed for the design. It is assumed that two (2) site visits will be required.

3.3 CONSTRUCTION COST ESTIMATES

3.3.1 Developing and Maintaining Construction Cost Estimates

Cost estimates for the initial design concept will be developed using NDOT bid numbers and be of sufficient detail to allow review and evaluation in the Risk Assessment Workshop described in section 3.7.2.

3.4 SCHEDULES

3.4.1 Developing & Maintaining Design and Construction Schedule

A monthly update due by the 15th of each month will be prepared by the Consultant to describe the progress of specific tasks and action items necessary to complete the design. An update of the project schedule will be provided quarterly and additional updates may be necessary upon request of the NDOT and CLV Project Managers.

A detailed master schedule will be developed and maintained by the Consultant which will indicate the progress of the Consultant as well as the other members of the project team, including NDOT and CLV staff. The design progress schedules will be generated in MS Project, showing activities vertically on the left and time increasing chronologically across the top. Estimated start and end dates for each activity must be shown as well as notes depicting changes or specific issues related to each task. The schedule must be linked logically and shall depict the critical path, milestones and any other information of importance to the project goals. This schedule shall be used to anticipate project delay for the purposes of meeting and maintaining the project milestones and schedule.

If project delay is anticipated at any time during the project the Consultant shall immediately notify the NDOT and CLV Project Managers. A "recovery schedule" shall be coordinated and proposed in writing by the Consultant for approval by the NDOT and CLV Project Managers within one week of the notification of the delay. The NDOT and CLV Project Manager shall agree upon the recovery schedule in writing before work proceeds. Some aspects of work may be allowed to proceed until the recovery schedule is accepted based on the discretion of the NDOT and CLV Project Managers.

Updated progress reports and project schedules shall be developed by the Consultant prior to each progress meeting and distributed to the design team. The updated schedule will show the percent complete for each of the tasks defined in the schedule and the critical activities will be highlighted and noted as such.

At the time of the 30% submittal, the Consultant will provide a preliminary schedule for the construction duration. This schedule will be used as the basis for the schedule risk assessment described in section 3.7.2.

3.5 PROGRESS REPORTS

The Consultant shall submit a monthly status report to the NDOT and CLV Project Managers stating the status of the project. The Progress Report shall be provided by the 10th of each month and a copy with the monthly invoice. The report shall be an overall progress summary of activities completed to date. It will address:

- Work or tasks completed since the last report
- Task budget status and especially justification for overruns
- Needs requests between task leads and subconsultants
- Objectives for the next month
- Changes or conflicts in scheduling, scope, and/or budget.

All invoices submitted will provide a signature line for both NDOT and the CLV to indicate approval.

3.6 PROJECT COORDINATION

Daily project coordination may be necessary to meet the project schedule milestones. Coordination will take place on a regular basis and will be further described in the Project Management Plan.

3.6.1 Project Status Meetings

Monthly project status meetings will be run and organized by the NDOT Project Manager. The Consultant Project Manager shall prepare for and attend and will:

- Report on the progress of development of the alternatives, reports, plans, and other project deliverables,
- Discuss upcoming milestones and the deliverables associated with them,
- Report on deviations from the schedule, and ways to recover,
- Report on the budgetary status of the project,
- Submit requests for additional information from NDOT or other project team members, and

It is estimated that seven (7) monthly project status meetings will be held beginning in March 2010 and ending in October 2010. The monthly meeting will be held on the last Tuesday of each month from 10 am to 12 pm at the NDOT Las Vegas District 1 conference room. Meeting notes will be the duty of the Consultant Project Manager with distribution to occur within one (1) week after meeting adjournment.

3.6.2 Coordination with Stakeholders

Frequent meetings will be necessary to achieve the project milestones. However, whenever possible, conference calls and the use of pdf's, and other digital communication will be planned and utilized by the Consultant to minimize project costs.

The Consultant shall coordinate design activities with other agencies to include the City's Public Relations Consultant that are considered project stakeholders identified by the Project Team. The NDOT Project Manager shall be invited to attend and participate in the preparation and planning for all such meetings. The Consultant shall be responsible for coordinating, facilitating, attending and preparing meeting minutes for those meetings.

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.

3.6.2.1 Aesthetic Alternatives Stakeholder Meetings

It is estimated that two (2) meetings shall be required with project stakeholders to determine the landscape aesthetic treatments on the project as outlined in Section 4.7. The purposes of the meetings shall be, but not limited to, identifying potential project aesthetic treatment alternatives, identifying potential aesthetic treatment locations, determining long term maintenance participation, building consensus among aesthetic stakeholders and choosing a preferred alternative from the three (3) proposed conceptual plans.

3.6.2.2 Environmental Coordination Meetings

It is estimated that two (2) meetings shall be required for coordination with NDOT on the environmental document to be held in Las Vegas.

3.6.3 Miscellaneous Meetings

The Consultant shall attend miscellaneous meetings as required by the NDOT Project Manager. These meetings include, but are not limited to, coordination with NDOT task leaders and addressing concerns of various agencies, citizens, or special interest groups not otherwise identified in section 3.6.2. The Consultant shall be responsible for coordinating, attending and preparing meeting minutes for those meetings.

It is estimated that three (3) miscellaneous meetings shall be required with two (2) held in Las Vegas and one (1) held in Carson City.

3.6.4 Correspondence

Copies of all formal correspondence shall be forwarded immediately to NDOT, CLV PM, CLV Purchasing & Contracts Division and Consultant Project Managers. The Consultant Project Manager shall maintain a file of all written project correspondence. Any phone call or verbal request with the potential to affect the scope, budget, schedule or quality of the project needs to be in writing (letter or email) and forwarded immediately to the NDOT and CLV Project Manager. The file shall briefly note the identity of the sender and recipient(s), the date, and the subject of the correspondence. Consultant action related to the request will be determined by the NDOT Project Manager.

The Consultant will request all information and approvals necessary to complete the design for the project in writing and in accordance with the project schedule to provide NDOT and CLV with sufficient time to respond to the requests. The requests include but are not limited to: traffic data, survey information, mapping information, right-of-way verification information, utility information, encroachment permits, crash data, material design information, geometric approval, etc. The request shall include the date that the information is required in order to meet the schedule.

The Consultant's Project Manager shall conduct informal weekly telephone conversations with the NDOT and CLV Project Manager and other key project personnel as appropriate, e.g. conference calling. Project progress and the project schedule shall be discussed.

3.6.5 Project Management Plan

The Consultant shall assist the NDOT Project Manager with the development of a Project Management Plan according to the NDOT Project Management Guidelines. A draft plan will be distributed at the kickoff meeting for comments. The plan will identify key team leads and with whom they will coordinate and communicate. The plan will identify the project approach and how it will be expedited to address the critical activities that are driving the project schedule. The Project Management Plan will also include plans for change management, issue resolution and communication as well as schedule and budget information.

The Project Management Plan will be modified as the project progresses in order to add, modify, or delete provisions that will result in the most effectively managed project.

The Project Management Plan is the guide for implementing the major project and documents assumptions and decisions regarding communication, management processes, execution and overall project control. The ultimate purpose of the plan is to clearly define the roles, responsibilities, procedures and processes that will result in the project being managed such that it is completed:

- Within the scope that is originally defined
- On-time,
- Within budget,
- With the highest degree of quality,
- Aesthetically pleasing,
- In a safe manner for both the individuals working on the project and for the traveling public, and
- In a manner in which the public trust, support, and confidence in the project will be maintained.

The Project Management Plan addresses all phases of the project life cycle, and ensures that the project will be managed holistically and as a continuum, not incrementally as the project progresses. It is essential that the plan establish the metrics by which the success of the project is defined. Project Performance will be an important aspect of the plan and will include performance indicators and tracking. It is expected that all sponsoring agencies will endorse the Project Management Plan.

3.7 QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

The Consultant is responsible for the accuracy and completeness of the plans and related design prepared under this contract and shall check all such material accordingly. The consultant, the geotechnical subconsultant, and all other sub-consultants shall have a quality control plan in effect during the entire time work is being performed under this contract. The plan shall establish a process whereby plans, geotechnical reports, calculations and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The NDOT Project Manager may perform periodic Quality Control audits. The Quality Assurance check set will be submitted to the NDOT Project Manager prior to submitting the preliminary plans to NDOT for independent checking. The check set will contain all elements defined in the approved Quality Control Plan.

3.7.1 Consultant Plan

The Consultant shall provide a copy of their QA/QC plan to the NDOT Project Manager for approval five days prior to the Notice to Proceed. The plan will address as a minimum:

- Checking procedures, including all drawings and design calculations back-checked by the Consultant's QC Team members, none of whom will otherwise be directly involved with the project
- For geotechnical reports checking procedures, including all boring logs, test results and design calculations back-checked by the Consultant's QC Team members, none of whom will otherwise be directly involved with the project
- Orientation of employees in quality requirements
- Methods of monitoring
- Documenting quality control activities

The QC process will ensure that all final documents produced, including, but not limited to plans, all reports (including geotechnical reports), calculations, estimates, and schedules, are thoroughly checked by an individual at least equally competent to the originator of the document to verify accuracy. The process will address resolution of conflict and assure agreement of computer programs and procedures for checking computer input and output. Checking shall not only confirm the accuracy of calculations, but shall include a thorough review of the proper use of Standard Drawings, Drafting Guide, Plan Preparation Guide, Project Design Guidelines, and other manuals and documents referenced in Section 2.1.

For drainage related QA/QC, the quality guidelines included in the NDOT Drainage Manual shall be incorporated as a minimum. Additionally the drainage related QA/QC will comply with all other manuals described in Section 2.1.

The accepted Quality Control Plan will be implemented as the primary duty of the Consultant's QA/QC Manager, who will be responsible for independently documenting the Consultant's adherence to its guidelines.

3.7.2 Value Analysis and Risk Assessment Workshop

The Consultant shall participate in a one and half (1 1/2) day Value Analysis (VA) and Risk Assessment workshop that will study the proposed design. The Consultant shall provide an independent VA team that has little to no previous involvement in the project. The team will be comprised of four (4) senior professionals experienced in major freeway and urban interchange design and construction, including 1) a Bridge Engineer, 2) a Roadway Engineer, 3) Traffic Engineer, and 4) a Construction Expert. The Consultant will provide the VA Facilitator and will produce the VA study. The VA facilitator shall be a Certified Value Specialist as defined by SAVE International. The Risk Assessment team will consist of the Consultant Project Manager, Consultant Risk Team Leader, and project stakeholders. The workshop participants will meet together to discuss goals and objectives and then split into two sessions, one for the VA and the other for the Risk Assessment for the a one day period. All workshop participants will reconvene together the following morning to discuss and finalize the findings of the respective groups.

The Consultant Project Manager will attend the workshop, provide resources needed for the success of the workshop and answer questions and assist in the analysis. The VA Facilitator and the Risk Team Leader will be responsible for preparing the final report that documents the findings of the workshop.

The goal of the workshop is to identify the essential function of the project, the associated costs and the risk to scope, schedule and budget. The workshop will use creative thinking to explore alternate ways of performing the project function at a lower cost or to otherwise improve the value of the project design and to identify categories and levels of risk and potential causes.

Consultant will determine the cost risks for the estimate determined in 3.3.1. During the workshop a Risk-Based Estimate will be developed with stakeholder input. This process is to maximize the beneficial outcome of the opportunities and minimize or eliminate the consequences of potential adverse risk events.

Risk identification will involve determining which risks might affect the project and documenting their characteristics that is organized by the project stakeholders or team in a risk register. All identified risks will be evaluated for probability and impact such as high medium or low. Each identified risk will include the risk trigger(s) or causation event. The stakeholders will assess the identified adverse risk be avoided, transferred, mitigated or to be accepted.

Qualitative risk analysis will assess the impact and likelihood of the identified risks and develop a prioritized list of these elements in the risk register. The study team will assess each identified risk for its probability of occurrence and its impact on project objectives.

Utilizing the risk register a quantitative risk analysis will be performed as a way of numerically estimating the probability range that a project will meet its estimated cost. This analysis will be based on a simultaneous evaluation of the impacts of all identified and quantified risks in conjunction with Risk and Probability. Multiple quantitative risk analysis will be performed until the identified risks and opportunities provide the project with a team agreed probable range of estimated construction costs that model the adverse risks and positive opportunities that have been found to have potential effect on the total project cost.

The project team will develop and identify a strategy best suited for each risk, and then select specific actions to implement that strategy to assess outcomes during the design process.

3.8 DESIGN REPORTING

The Consultant shall maintain an effective project filing system for the Design Report. The filing system will document the actions taken, major project decisions made, and information obtained throughout the duration of this project. The design workbook will document the design process.

A log/listing of the project decisions will be maintained by the Consultant on the project team site. The log will be updated as the decisions are approved by the Project Manager (or design disciplines). The Consultant Project Manager will be responsible for obtaining concurrence from the NDOT Project Manager before each update is made. The log should briefly document the basis/backup to project decisions and can reference other reports or meeting minutes.

Reports prepared by the Consultant shall be submitted in draft form, and the NDOT Project Manager will have the opportunity to review and direct revisions before the formal submittal.

3.8.1 Basic Design Report

A conventional design report format will not be used on this project.

3.8.2 Design Criteria Memorandum

The Consultant, in cooperation with the NDOT Project Manager, shall develop a roadway criteria summary memorandum, identifying overall roadway, traffic, ITS, landscape and aesthetics, geotechnical, and structure design criteria, proposed methodology for all design aspects, and any known existing deviation from the AASHTO "Green Book" or any other discipline specific governing documents. The memorandum must address local agency standards where needed. The Criteria Memorandum shall be submitted to the NDOT Project Manager and approved prior to the start of any roadway design. Local agency acceptance of the criteria and traffic volumes will also be required. Known existing design exceptions to the FHWA 13 controlling criteria, NDOT, and local agency standards need to be identified in the design criteria memo.

3.8.3 Drainage Criteria Table

The Consultant, in cooperation with the NDOT Hydraulics Section and City of Las Vegas Public Works, shall develop a drainage criteria summary table, identifying overall drainage design criteria, proposed methodology for all design aspects, and any anticipated deviation from the NDOT Drainage Manual and any policy or manual described in Section 2.1. The Criteria Table shall be submitted to the NDOT Hydraulics Section and City of Las Vegas Public Works and approved by both parties prior to the start of the drainage analysis.

3.9 PUBLIC RELATIONS

The public outreach and information for this project will be managed by a consultant selected under a separate procurement. The design Consultant will be responsible to coordinate project information with the selected public outreach consultant and attend public information meetings. The public outreach consultant will be included in project meetings as appropriate to ensure that pertinent information is conveyed.

3.9.1 Public Meetings - Information and Outreach

The Consultant shall coordinate with the public outreach consultant, NDOT staff and Public Hearings Officer in advance of the meetings and shall be responsible for:

- Preparing roadway exhibits for the project
- Assist the public outreach consultant in preparing handouts for the public information meeting
- Responding to public comments as part of the record of the meeting
- Participating in the meeting to explain the project and answer questions
- Prepare PowerPoint presentations

3.9.2 Supplemental Public Outreach

The Consultant shall assist the public outreach consultant, NDOT Project Manager and the NDOT Public Information Officer with creating, preparing and releasing relevant and timely information to the media regarding project status.

3.9.3 Stakeholder meetings (See 3.6.2 Coordination with Stakeholders)

Regularly scheduled stakeholder meetings indicated in section 3.6.2 will be conducted and facilitated by the Consultant with participation by the public outreach consultant as required.

3.10 PROJECT CLOSEOUT

When requested by the NDOT Project Manager, the Consultant shall provide the NDOT Project Manager with copies of project documentation which includes, but is not limited to, correspondence, design criteria, design calculations, CADD files, all digital files, final cost estimate, quantity book, and bid addendums.

3.11 DELIVERABLES

- 3.11.1. Meeting Minutes
- 3.11.2. Master Project Schedule Updates
- 3.11.3. Construction Cost Estimate
- 3.11.4. Monthly Progress Report
- 3.11.5. Contact Log/Correspondence
- 3.11.6. Project Management Plan
- 3.11.7. Three (3) Landscape and Aesthetic Alternatives and related Maintenance Cost Estimates
- 3.11.8. QA/QC Plan
- 3.11.9. Roadway Design Criteria Memorandum
- 3.11.10. Drainage Criteria Table
- 3.11.11. Value Analysis and Risk Assessment Report
- 3.11.12. Project Closeout
- 3.11.13. Construction Cost Estimate

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.

4. PRELIMINARY DESIGN

During the preliminary design process, the Consultant shall assist NDOT in preparing a reevaluation of the *I-15 Improvements, US-95 to Apex* EA. This support shall be in the form of traffic analysis, alternatives development, and contributions of required sections of the reevaluation document.

The preliminary design submittal shall meet all Road Design Guide design submittal requirements.

4.1 LOCATION/SURVEY

NDOT will have primary responsibility for providing information and data necessary for the location and survey associated with this project. The Consultant shall use this information to prepare control and alignment sheets for the project. All surveys and mapping shall conform to NDOT's "Special Instructions for Survey, Mapping, or GIS Consultants" dated September 2002. All surveys shall be referenced directly to the current Survey Control Network established by NDOT.

4.1.1 Location Control

The NDOT Geodesy Division will provide the Consultant with all horizontal and vertical survey control necessary for the project. This will ensure all project coordinates are compatible and in accordance with NDOT's "Special Instructions for Survey, Mapping, or GIS Consultants". All GPS and field surveys will be performed in accordance with accuracies as required in said "Special Instructions for Survey, Mapping or GIS Consultants", as provided by NDOT.

4.1.2 Field Survey

The Consultant will provide NDOT with a request of field survey required for the design. NDOT will provide this field survey to the Consultant within two weeks of the request. Field survey provided by NDOT will include surface elevations on the freeway and ramps where the F Street Bridge is expected to be located. After this initial request, miscellaneous field survey required for design will be performed by the Consultant, but not exceeding 40 hours of crew time. This survey will include, but is not limited to, topographic features, including inside and outside edges of pavement to perpetuate existing cross slopes and match existing grades, project match points, drainage facility locations and inverts, utilities, clearances, sign locations, and other details not included in the aerial base mapping supplied by NDOT or needed at design grade accuracy for widenings, vertical alignments, and retaining walls.

All surveys will be referenced directly to the current Survey Control Network established by NDOT. All survey work will meet or exceed standards according to the NDOT "Special Instructions for Survey, Mapping, or GIS Consultants" handbook. It is understood that NDOT will perform the Basic Control Survey, Construction Control Survey, and Aerial Control Survey for the project. Survey specifications and procedures will meet or exceed standards. Survey specifications and procedures will be completed in accordance with the "Special Instructions for Survey, Mapping, or GIS Consultants" handbook available from the NDOT Location Division.

4.1.3 Mapping

The NDOT Location Division, through the NDOT Project Manager, will provide aerial mapping to the Consultant. Any additional mapping required for the design, within the project limits, will be developed using as-built plans, current construction projects, and supplemental field surveys performed under 4.1.2.

4.1.4 Alignments

The Consultant shall prepare horizontal alignments necessary for the project. The horizontal alignments shall be submitted to the NDOT Location Division for approval prior to developing the preliminary design plans. Mainline horizontal alignments shall include field ties to existing centerline monuments. NDOT will provide the Consultant with mainline alignment information. It is assumed that crossroad alignments will be field verified by NDOT. The Consultant will request field ties as necessary to establish the alignments. Ramp alignments can tie into the surveyed mainline and crossroad alignments. Crossroad alignments will be limited to: F Street, F/D Connector Road, Bonanza Road, and Washington Avenue.

4.2 ROADWAY

Preliminary roadway alignments (both horizontal and vertical) will be developed by the Consultant. NDOT will provide all as-built information within the project limits including design plans and CAD files to the Consultant.

4.2.1 Concept Development

The Consultant shall develop one recommended concept, with variations (roadway width, structure type, vertical profile, etc), for consideration by NDOT, FHWA, the City of Las Vegas and the community. This concept will be developed based on engineering data gathered early in the project that will include, but not limited to: existing roadway geometry; drainage flows; traffic data and modeling; cost; and neighborhood input.

4.2.2 Develop Preliminary Geometrics

Consultant will develop the preliminary geometrics for the project alignments based on the recommended variation following NDOT, FHWA, CLV and neighborhood input.

4.2.3 Develop Preliminary Design Plans

The Consultant shall develop preliminary design plans for construction of the project. The plans shall be prepared on NDOT standard 11"x17" sheets. The Preliminary Design Submittal shall include sufficient detail for reviewers to evaluate the design for compliance with required criteria; approval for any exceptions to stated criteria should be obtained on this submittal. Preliminary design plans will be prepared in conformance with the Road Design Guide requirements.

4.3 STRUCTURAL

4.3.1 Structure Type Selection

The number and scale of the structures to be designed as a part of this project will not be known definitively until the recommended concept is selected. It is anticipated that three (3) bridge structures will be required. These bridges are located where F Street crosses beneath 1) the SE ramp, 2) the D1 ramp, and 3) the I-15 mainline. This scope assumes that a reduced bridge height will be allowed for the F Street bridges and/or the profile of F Street will be lowered and that raising the profile grade on I-15 and the ramps will not be necessary.

4.3.1.1 Structures Design Criteria Memorandum

A preliminary design criteria memorandum will be prepared to review and confirm the design criteria and methodology to be used as part of the preliminary design efforts.

The preliminary design criteria memorandum will address:

- Design Codes
- Design Software
- Design Loads
- Material Specifications
- QA/QC Procedures
- Plan formats

4.3.1.2 Bridge Data Collection and Review

The "as-built" plans, bridge maintenance inspection reports and any supporting design or construction information shall be provided by NDOT and reviewed. These documents will be used to develop an understanding of the materials, design and construction methods used for the structures that may require modification. A site inspection shall be performed in order to verify the accuracy of the information obtained in the records review. This visit will also be used to collect visual observations of structural behavior under live load conditions.

Any modifications or revisions to the existing bridge that are not contained in the existing bridge records will also be recorded during this visit. Any utilities that may be affected will also be noted.

Field survey information, requested by the Consultant and provided by NDOT, will be obtained to determine the exact location of existing improvements that will impact structure design and to obtain detailed roadway elevations at the locations of the proposed bridge decks.

4.3.1.3 Structure Type Selection Report

The Consultant will develop conceptual structure types to meet critical clearances that are determined to be reasonable and feasible by the City of Las Vegas and NDOT, and FHWA. These concepts will be presented in a bridge type selection report. A preliminary bridge front sheet will be developed and included in the Structure Type Selection Report. The report will be prepared following the recommendations of the 2008 NDOT Structures Manual, Chapter 11. The report should address special considerations during construction due to the MSE walls that are in the project geographical area.

4.3.1.4 Preliminary Design Aesthetic Coordination

The Consultant shall meet with the NDOT and CLV Landscape Architects to discuss preliminary aesthetic strategies for all structural components, both existing and proposed.

Structural aesthetic coordination meetings will be combined with the monthly progress meetings.

4.3.1.5 Preliminary Design Retaining Wall

Recommended wall types for each retaining wall location identified in the preliminary design portion of this project will also be presented in the bridge type selection report. Preliminary plan/profile information will be developed for the preliminary design submittal.

4.4 DRAINAGE

General

The project is located in an urban area where the off-site watersheds are in a developed or built out condition. It is not anticipated that this project will have an impact on existing off-site drainage patterns and thus off-site hydrologic analysis will not be performed. The offsite flows impacting the project will be referenced from previous drainage reports provided to the Consultant by NDOT and/or CLV. Criteria not being met as described in Section 2.1 must be addressed. Roadway surface drainage and existing onsite facilities as it relates to F Street shall be analyzed and expanded as necessary to meet criteria established in Section 2.1 for runoff and to perpetuate existing conditions to the extent possible. This roadway onsite analysis will be limited to F Street and will not include analysis of the surface drainage and/or existing onsite facilities in and along the freeway. Should existing freeway drainage facilities need to be modified or additional analysis provided, then an additional service request will be negotiated. Drainage features need to be designed to the effort necessary to be able to determine right of way impacts to be able to set right of way upon completion of the preliminary design.

The Consultant shall collect and review all previous studies and data pertaining to the project and perform a field review and evaluation of existing drainage facilities.

The Consultant shall coordinate with the NDOT Hydraulics Section and City of Las Vegas Public Works on the criteria and methodology to be used for the drainage analysis. The Consultant shall develop and submit a table outlining the criteria and methodology.

The Consultant shall perform all necessary drainage design and erosion control development for the project in accordance with the NDOT Drainage Manual, NDOT Storm Water Quality Manuals and CCRFCD Hydrologic Criteria and Drainage Design Manual requirements.

4.4.1 Hydrology

The Consultant shall determine the existing and proposed hydrologic conditions for areas impacting the drainage within the project limits. Existing drainage studies along with field reviews of existing flow paths shall be utilized to determine flows patterns and intensity. Onsite drainage areas will be identified and analyzed as necessary. It is not anticipated that this project will have an impact on existing off-site drainage patterns and thus an off-site hydrologic analysis will not be performed. The offsite flows impacting the project will be referenced from previous drainage reports provided to the Consultant by NDOT and/or City of Las Vegas.

4.4.2 Hydraulics

The Consultant shall review and analyze the existing drainage facilities. The hydraulic review and analysis of all existing and proposed facilities shall be performed to facilitate the development of the preliminary design. This analysis will be limited to F Street and will not include analysis of the surface drainage and/or existing onsite facilities in and along the freeway. Should existing freeway drainage facilities need to be modified or additional analysis provided, then an additional service request will be negotiated.

4.4.3 Erosion Control

The project may include the development and analysis of permanent erosion control protection for both storm water conveyance facilities and source control areas. These areas include ditches, culverts and associated inlet and outlet protection, slopes, disturbed soil areas or other areas that may require erosion control protection and shall be coordinated with the landscape and aesthetic design.

4.4.4 Preliminary Report/Submittal

Drainage plans and a preliminary drainage report summarizing the findings and recommendations of the hydrologic, hydraulic and erosion analysis shall be developed and submitted within the framework outlined in Section 4.4 General for NDOT and City of Las Vegas Public Works review. The report and plans shall specifically address NDOT, CCRFCD, and Local requirements as defined in the NDOT Drainage Manual and this scope of work. Any comments on the preliminary design plans will be addressed and a written response to each shall be provided and documented in the report.

The Consultant shall refine the drainage design to the preliminary level as outlined in Section 4.4 General and prepare preliminary plans and report. A report summarizing the findings and recommendations of the hydrologic, hydraulic and erosion analysis of the preferred alternative shall be developed and submitted for NDOT and City of Las Vegas Public Works review. Approaches to temporary and permanent erosion control shall be identified and discussed in the Preliminary Drainage Report.

All comments on the Preliminary Plans and Drainage Report will be addressed by a response letter, or if necessary, an update to the Plans and Preliminary Report. It is assumed that comments from NDOT and City of Las Vegas will not be significant and will not require major changes and additional analyses.

4.5 TRAFFIC

All traffic related analysis and design should be closely coordinated with the NDOT Traffic Division and CLV Traffic staff, through the NDOT Project Manager, throughout the development of the project. The preliminary design submittal shall include documentation of all traffic analysis done for the design items as indicated below:

4.5.1 Traffic Analysis

It is anticipated that traffic analysis for this project will be relatively simple and will not require the creation of a simulation model. Traffic analysis will be limited to left turn storage analysis and basic intersection operational analysis. All traffic volume data needed to perform this analysis will be provided by NDOT and the CLV for both the existing AM and PM peak hour conditions and the year 2030 AM and PM peak hour conditions. Traffic Analysis will include a sight distance visibility analysis for the F Street/D-F Connector intersection.

4.5.2 Traffic Analysis Technical Memo

Consultant will prepare a technical memo documenting the methodology used for the traffic analysis and detailing the results. The memo will include the sight distance visibility analysis for the F Street/D-F Connector intersection. A draft copy of the memo will be submitted to NDOT and CLV for review and comment. A final copy will be prepared that incorporates the comments.

4.5.3 ITS

The preliminary plans developed by the consultant will indicate how the recently built ITS system within the I-15 corridor will be perpetuated with the addition of the new improvements.

4.5.4 Signals

This scope of work does not anticipate any signal design work. If signal design work is determined to be necessary, an amendment to this scope will be executed.

4.5.5 Lighting

The Consultant shall provide roadway lighting for the new F Street alignment meeting the Illuminance design values of AASHTO's Roadway Lighting Design Guide. The Consultant shall coordinate with NDOT R/W Utilities or City of Las Vegas for power service locations. Existing lighting will be perpetuated where feasible. The design shall provide for bridge/tunnel under-deck lighting.

4.5.6 Signing

The Consultant shall develop conceptual signing plans to be included in the preliminary design submittal. Conceptual signing plans will be based on MUTCD and NDOT standards.

4.5.7 Striping

The Consultant will develop and design striping for the roadways within the project limits based on MUTCD and NDOT standards.

4.5.8 Preliminary Development of Traffic Management Plan

The Consultant shall prepare a Preliminary Traffic Management Plan (TMP) in accordance with the Nevada Work Zone Rule. The plan will preliminarily address Temporary Traffic Control (TTC), Traffic Operations (TO), and Public Information (PI). The development of the TMP will be coordinated with NDOT and the TMP team.

As a part of the TMP, at the preliminary level, the Consultant shall provide proposed construction staging concepts based on the proposed design. These concepts shall be in the form of roll plots that indicate limits of work areas, phasing, and general accommodation of traffic during each stage. These Traffic Management concepts will also serve as a basis for evaluation during the Value Analysis and Risk Assessment workshop meeting in addition to identifying potential right-of-way required for temporary construction easements. Alternative traffic control strategies and decisions made during the strategy meeting will be documented for inclusion in the final TMP document.

4.6 SAFETY

A traffic safety analysis shall be summarized in a letter to NDOT addressing the existing and proposed intersection stopping sight distances, crash data, speed studies, and intersection queuing. Report on the probability of crashes, vehicle-pedestrian crashes and relative severity.

4.6.1 Crash Data

The Consultant shall obtain from NDOT crash data and recommendations for the project, where applicable. The Consultant shall analyze the data and recommendations and incorporate any necessary design features into the construction documents to help reduce the potential for future crashes.

4.6.2 Bicycle / Pedestrian Facilities

No Bicycle facilities have been identified within the project boundaries. Pedestrian facilities shall be signed to NDOT adopted standards. A formal letter addressing the bicycle and pedestrian recommendations shall be submitted for NDOT approval.

4.7 AESTHETICS

The Consultant shall meet with the NDOT and CLV Landscape Architects to discuss preliminary aesthetic strategies for the reopening. The coordination efforts will be associated with the early identification for aesthetic design features within the 3% cost of construction budget.

Aesthetic treatments will be consistent with the "Pattern and Palette of Place" *Landscape and Aesthetic Master Plan* and the *I-15 Landscape and Aesthetics Corridor Plan*. The Consultant will coordinate with all stakeholders to determine levels of treatment and long term maintenance participation. Based on the input, the Consultant will develop three conceptual plans that reflect the unique heritage and culture of the community. For each conceptual plan, a long term maintenance cost estimate will be prepared. These concepts will be presented to the stakeholders to gain concurrence and acceptance of a preferred alternative. This proposed design will then be presented at a public meeting for comment.

The Consultant will prepare graphic presentations to include plans, elevations and sections illustrating the alternatives for use by CLV, NDOT and the Consultant during public meetings. Presentation graphics and descriptions will be prepared by the Consultant to support public information publications.

4.7.1 Project-Specific Planning Process

4.7.1.1 Inventory Existing Conditions/Site Analysis

The aesthetics treatment planning process will include an inventory of existing conditions/site analysis, including:

- Determine what views are most significant both from a driver's perspective and from the surrounding communities. Prepare view shed mapping for discussion. Determine the best locations for landscape and aesthetic (L&A) treatments based on an analysis of traffic flows and decision points.
- Verify with stakeholders the recommended level of landscape and aesthetic treatment from the I-15 L&A Corridor Plan for this location.
- Determine the highest priority of each treatment – landscape, hardscape improvements, and appropriate artwork.
- Examine cultural and historic background of area for design ideas and ensure context sensitive design compliance with the *I-15 Landscape and Aesthetics Corridor Plan*.
- Analyze natural site features outside of the corridor that lend identity and context to the various communities that would be enhanced.

4.7.1.2 Stakeholder Meetings for Aesthetic Treatments

The Stakeholder Working Group (SWG) will be comprised of the NDOT, City of Las Vegas and Consultant landscape architecture teams and selected members of the community and F Street Coalition. The SWG will be utilized to evaluate and provide input into the aesthetic treatments that are developed by the Consultant. The Consultant shall coordinate two (2) stakeholder working group meetings to meet the project schedule.

The Consultant shall hold the following meetings with the project stakeholders to discuss aesthetics:

- An initial meeting will be held to review the corridor planning information and solicit input for initial aesthetic plan development and potential for long term maintenance participation. Stakeholders will review the project scope and intent, aesthetic issues and current photos of the project area. Consultant will present tentative ideas for the aesthetic plan and themes.
- Based on input from the initial meeting the Consultant will prepare three (3) alternative landscape and aesthetic plans for review and comment by the stakeholder group. At this meeting a preferred alternative will be selected for presentation in a public meeting.

4.8 RIGHT-OF-WAY

4.8.1 Permits

The Consultant shall obtain from NDOT a list of encroachment permits which encompasses the project limits. Based on this list the Consultant will identify facilities that may be impacted by the proposed improvements. A list of the permits will be developed and provided to the NDOT Project Manager. The Consultant will update the listing as new encroachments are approved.

The consultant will request, review and tabulate any local agency permits for utility services or other features that could have an effect on the project within the local street systems or right-of-way.

4.8.2 Utilities

The Consultant shall coordinate the necessary limits of utility designating with the NDOT Project Manager, Utility Section and in some cases the affected utility to ensure the proper coverage is obtained. The Consultant shall designate and locate all utilities within these limits using subsurface utility engineering methods (ASCE Standard 38-02) in two phases:

Phase I, Designating: For the purpose of this section, designating will be defined as the process of using surface geophysical methods to determine the presence of a subsurface utility and marking its location using acceptable survey standards. This needs to be completed in time for use in drainage preliminary design. The Consultant shall:

- Obtain all necessary permits from city, county, state, and other municipalities, including railroads, for the purpose of marking, measuring and recording the location of all utilities.
- Provide all maintenance and control of traffic to perform work. This includes obtaining an NDOT Occupancy permit from the District Engineer and complying with all permit requirements prior to initiating any field surveys. All traffic control plans must be prepared by an American Traffic Safety Services Association (ATSSA) certified technician or PTOE and must conform to the MUTCD.
- Designate, record, and mark the horizontal location of all existing subsurface utilities. All subsurface utility engineering survey work will be the responsibility of the Consultant.
- Record and mark the horizontal location of all existing poles and overhead facilities.

Phase II, Locating: For the purpose of this section, locating will be defined as the process of exposing and recording the precise horizontal and vertical location of all subsurface utilities by excavating a test hole using vacuum extraction or comparable nondestructive equipment so as not to cause damage to the utility facility. The Consultant with NDOT assistance shall determine the potential utility conflicts that will require test holes to determine the precise vertical location.

All completed designating and locating services will be certified on the plans or as directed by NDOT. Elevation data shall be accurate vertically to within 0.05' +/- and horizontal accuracy shall be within 0.5' +/-, based on benchmarks. Designating information depicting the location of all utilities will be provided in Microstation DGN file format in conformance with the NDOT CADD Standards Manual. Also, the locations of utilities will be provided in an ASCII text file with the following setup: Comma, Delimited, Point ID, Northing, Easting, Elevation, and Description.

The Consultant shall provide all equipment, personnel, and supplies needed to perform the service.

The Consultant will prepare plans or electronic files showing the locations, sizes, and alignments (both horizontal and vertical to the extent available) of all existing public and private utilities within existing and proposed right-of-way and those potentially affected by the project.

The Consultant will identify any potential overhead impacts, such as with power lines, signal, and lighting poles. Survey and vertical clearance may be needed if the utility companies do not have accurate information or if the Project Manager determines that it is necessary to verify information gathered by the utility companies.

It is anticipated that all discussions for utility coordination will occur in the monthly progress meetings. No separate utility coordination meetings are expected. .

The Consultant shall prepare a utility conflict report showing the utility conflicts, relocation schedules, and estimated costs. After completion of the preliminary design submittal, the Consultant will submit a draft report identifying all known conflicts. The conflict report will identify all existing utilities within the corridor and cross-streets that could be impacted. This existing utility information will be as complete and accurate as the information provided by utility companies. The conflict report will also identify proposed design features, their footprint, and conflict locations with existing utilities highlighted. Cross-section information will be provided at each conflict location identifying existing ground, the approximate utility location and the design features identified to the best detail practical at the preliminary design level. A spreadsheet will be created identifying and numbering each potential impact location, the utility ownership, potential impact information, pothole information (if available), and relocation recommendations. This report will be updated after each design submittal as more information is made available and will include conflict resolution information and right-of-way impact status once the relocation design is reviewed and each conflict is resolved.

The Consultant will provide each utility company with design files and information as well as cross sectional information to determine the optimal location for new or relocated facilities. The Consultant will review utility relocation plans and permits and provide the Department with comments and constraints to ensure conflicts have been resolved.

For projects not covered by the City of Las Vegas franchise agreement with utilities, the Consultant shall identify all right-of-way needs for utility relocation and/or adjustments. This includes fee title, permanent easements, temporary easements and permission to construct areas.

If right-of-way acquisition is not necessary the Consultant will confirm that all impacts to utilities have been addressed and resolved to the degree that any relocations or adjustments can be made within existing right-of-way.

4.8.3 Engineering

The Consultant shall identify any additional right-of-way needed for permanent easements, temporary easements and permission to construct areas.

This scope assumes that no additional permanent ROW will be needed. If additional evaluation or acquisition of permanent right-of-way is needed, then an additional services request will be negotiated.

4.9 MATERIALS

The Consultant will hire a firm specializing in geotechnical engineering to review all previous geotechnical investigations and data. For this phase of the work no new field exploration or laboratory work will be performed. A preliminary geotechnical design memo will be prepared that summarizes the recommended values to be used for preliminary bridge and pavement design based on existing information. Recommendations will be done in accordance with NDOT, AASHTO and FHWA guidelines. The memo will be submitted to CLV and NDOT for review and comment.

The Materials Division will design the pavement structural section on the freeway using NDOT pavement design criteria. Pavement design on surface streets will be the responsibility of the Consultant using CLV pavement design criteria.

4.10 ENVIRONMENTAL

4.10.1 Permits and Clearances

The Consultant shall provide supporting engineering data and drawings as requested by the NDOT Project Manager that are developed or generated as a part of this scope of services.

4.10.2 NEPA Process

The Consultant shall assist NDOT in preparing a reevaluation of the *I-15 Improvements, US-95 to Apex* EA document for the F Street reopening.

The Consultant's responsibility shall include, providing maps, charts, graphics, traffic analysis, and drawings for inclusion in the reevaluation document. The Consultant shall also supply the NDOT Environmental Services Division with project descriptions, regional traffic forecasts, assist in finalizing the Purpose and Need statement, and attending and assisting in the facilitation of public meetings.

NDOT will be responsible for establishing and facilitating public informational meetings and hearings about the project. The Consultant shall coordinate and provide NDOT with any design information as requested to assist in this process. The Consultant shall be responsible for participating in the meetings and providing materials and exhibits. The Consultant will also prepare a presentation in conjunction with the NDOT Project Manager.

4.10.3 Public Involvement Process

The public involvement process will be managed by a consultant selected under a separate contract. Consultant will assist and support the public involvement process in compliance with federal and state requirements.

4.11 SPECIFICATIONS

Notes to specifications will not be required as a part of this scope of work.

4.12 DELIVERABLES

The list of Preliminary Design PS&E deliverables to be submitted is as follows:

- 4.12.1 Horizontal Alignments
- 4.12.2 Preliminary Plan Submittal
- 4.12.3 Structure Type Selection Report
- 4.12.4 Structures Design Criteria Memorandum
- 4.12.5 Preliminary Drainage Report
- 4.12.6 Traffic Analysis Technical Memo
- 4.12.7 Preliminary Traffic Management Plan
- 4.12.8 Preliminary Geotechnical Design Memo
- 4.12.9 Aesthetic Concepts
- 4.12.10 Conceptual Order of Magnitude Cost Estimate

- 4.12.11 Utility Conflict Report
- 4.12.12 Bridge Front Sheets
- 4.12.13 Preliminary Cross-sections
- 4.12.14 Letter w/Bicycle & Pedestrian Recommendations

The preliminary design submittal shall be of sufficient detail for reviewers to evaluate the design for compliance with required criteria. The request for any exceptions to such criteria shall be with this submittal other than those exceptions identified in section 4.2.4 and herein below:

Each plan sheet shall be clearly marked with the text 'Preliminary Design Review' across the professional engineer's seal and in BOLD a note "ADVANCE PRINT (submittal date)". The back sheet facing outward shall be prepared showing the Project Number, Project Description, Project ID Number, and the NDOT Project Manager's name and phone number.

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 no 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.

ARTICLE 102: INSURANCE

102.1 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

102.2 Renewal Policies

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

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").

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
Kickoff Meeting	10	To be held within one week of NTP
Submit Recommended Concept	45	45 days from NTP
Approval of Recommended Concept	30	CLV to have 30 days to approve concept
Submit Preliminary Plans (30%) for the recommended concept	60	60 days from the date that the CLV approves the concept
Preliminary Design Review Meeting	30	30 days from the date of the 30% submittal
Submit Corrected 30% Plans	30	30 days from the review meeting
TOTAL CALENDAR DAYS TO COMPLETE:	205	

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 five hundred two thousand and thirty-three dollars (\$502,033) 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 four hundred twenty five thousand and sixty-nine dollars (\$425,069) 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 six thousand and nine hundred sixty four dollars (\$76,964) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	EXHIBIT D										Hours Subtotal	Direct Expenses
		Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer II/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew		
		\$80	\$65	\$55	\$45	\$35	\$27	\$38	\$22	\$25	\$65		
3	Project Management												
3.1	Design Meetings												
3.1.1	Kickoff Meeting	4	4	12	4	0	0	0	0	2	0	26	\$0.00
3.1.2	Preliminary Design Review Meeting	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.1.3	Traffic Control Strategy Meeting	0	4	4	4	0	0	0	0	0	0	12	\$0.00
3.2	Field Reviews	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.2.1	During Design	2	4	4	0	0	0	0	0	0	0	10	\$0.00
3.3	Construction Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.3.1	Developing and Maintaining Construction Cost Estimate	1	6	24	0	0	16	0	0	0	0	47	\$0.00
3.4	Schedules	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.4.1	Developing and Maintaining Design Construction Schedule	3	8	40	0	0	0	0	0	0	0	51	\$500.00
3.5	Progress Reports	3	16	0	0	0	0	0	0	0	0	19	\$0.00
3.6	Project Coordination	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.6.1	Project Status Meetings	7	40	60	16	16	0	0	0	2	0	141	\$0.00
3.6.2	Coordination with Stakeholders	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.6.2.1	Aesthetic Alternatives Stakeholders Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.6.2.2	Environmental Coordination Meetings	0	6	0	0	0	0	0	0	0	0	6	\$0.00
3.6.3	Miscellaneous Meetings	2	12	12	8	0	0	0	0	0	0	34	\$550.00
3.6.4	Correspondence	0	4	4	0	0	0	0	0	18	0	26	\$0.00
3.6.5	Project Management Plan	2	4	0	0	0	0	0	0	4	0	10	\$0.00
3.7	Quality Assurance and Quality Control (QA/QC)	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.7.1	Consultant Plan	8	16	0	0	0	0	0	0	3	0	27	\$0.00
3.7.2	Value Analysis and Risk Assessment Workshop	0	90	30	0	0	0	8	0	0	0	128	\$1,500.00
3.8	Design Reporting	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.8.1	Basic Design Reporting	0	0	0	0	0	0	0	0	0	0	0	\$0.00

TASK	DESCRIPTION	EXHIBIT D										Hours Subtotal	Direct Expenses
		Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer I/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer I/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew		
3.8.2	Design Criteria Memorandum	2	4	16	0	0	0	0	0	0	0	22	\$0.00
3.8.3	Drainage Criteria Table	0	0	2	4	0	0	0	0	0	0	6	\$0.00
3.9	Public Relations	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.9.1	Public Meetings - Information and Outreach	12	12	0	0	24	0	24	8	0	0	80	\$500.00
3.9.2	Supplemental Public Outreach	12	12	0	0	0	0	0	0	0	0	24	\$0.00
3.9.3	Stakeholder Meetings	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.10	Project Closeout	1	1	0	0	0	0	8	0	1	0	11	\$0.00
3.11	Deliverables	0	0	0	0	0	0	0	0	0	0	0	\$0.00
		59	243	208	36	40	16	40	8	30	0	680	\$0.00
		\$4,720.00	\$15,795.00	\$11,440.00	\$1,620.00	\$1,400.00	\$432.00	\$1,520.00	\$176.00	\$750.00	\$0.00		\$3,050.00
4	Preliminary Design												
4.1	Location/Survey	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.1.1	Location Control	0	0	4	8	0	0	0	0	0	0	12	\$0.00
4.1.2	Field Survey	0	2	4	16	0	0	0	0	0	40	62	\$0.00
4.1.3	Mapping	0	0	2	8	0	0	0	0	0	0	10	\$0.00
4.1.4	Alignments	0	2	2	24	0	0	0	0	0	0	28	\$0.00
4.2	Roadway	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.2.1	Concept Development	4	16	16	0	0	24	24	0	0	0	84	\$0.00
4.2.2	Develop Preliminary Geometrics	0	0	40	20	0	0	20	0	0	0	80	\$0.00
4.2.3	Develop Preliminary Design Plans	4	40	80	0	480	0	80	80	0	0	764	\$0.00
4.3	Structural	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.3.1	Structure Type Selection		0	0	0	0	0	0	0	0	0	0	\$0.00
4.3.1.1	Structures Design Criteria Memorandum	2	2	16	2	0	0	0	0	0	0	22	\$0.00
4.3.1.2	Bridge Data Collection and Review	0	0	8	16	0	0	0	0	0	0	24	\$0.00
4.3.1.3	Structure Type Selection Report	2	2	20	40	120	0	0	80	0	0	264	\$0.00
4.3.1.4	Preliminary Design Aesthetic Coordination	2	2	0	0	0	0	0	0	0	0	4	\$0.00
4.3.1.5	Preliminary Design Retaining Wall	2	2	2	8	40	0	0	24	0	0	78	\$0.00
4.4	Drainage	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.4.1	Hydrology	0	0	4	16	40	0	0	0	0	0	60	\$0.00
4.4.2	Hydraulics	0	0	4	16	40	0	0	0	0	0	60	\$0.00

TASK	DESCRIPTION	EXHIBIT D										Hours Subtotal	Direct Expenses
		Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer II/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew		
4.4.3	Erosion Control	0	0	2	4	8	0	0	0	0	0	14	\$0.00
4.4.4	Preliminary Report/Submittal	2	2	4	16	40	0	0	0	0	0	64	\$0.00
4.5	Traffic	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.5.1	Traffic Analysis	2	2	4	16	24	0	0	0	0	0	48	\$0.00
4.5.2	Traffic Analysis Technical Memo	2	2	0	6	0	0	2	0	0	0	12	\$0.00
4.5.3	ITS	0	0	4	0	12	0	0	5	0	0	21	\$0.00
4.5.4	Signals	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.5.5	Lighting	0	0	0	12	0	0	0	24	0	0	36	\$0.00
4.5.6	Signing	0	0	4	0	20	0	0	20	0	0	44	\$0.00
4.5.7	Striping	0	0	4	0	8	0	0	16	0	0	28	\$0.00
4.5.8	Preliminary Traffic Management Plan	0	8	40	70	0	0	48	0	0	0	166	\$0.00
4.6	Safety	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.6.1	Crash Data	0	0	0	0	8	0	0	0	0	0	8	\$0.00
4.6.2	Bicycle/Pedestrian Facilities	0	0	0	0	4	0	0	0	0	0	4	\$0.00
4.7	Aesthetics	2	8	22	0	48	0	0	126	0	0	206	\$500.00
4.7.1	Project-Specific Planning Process	0	4	4	0	20	0	0	20	0	0	48	\$0.00
4.7.1.1	Inventory Existing Conditions/Site Analysis	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.7.1.2	Stakeholder Meetings for Aesthetic Treatments	0	8	8	0	16	0	0	30	0	0	62	\$0.00
4.8	Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.8.1	Permits	0	0	0	8	0	0	0	0	0	0	8	\$0.00
4.8.2	Utilities	0	2	2	20	8	0	0	0	0	0	32	\$12,000.00
4.8.3	Engineering	0	0	0	4	0	0	0	0	0	0	4	\$0.00
4.9	Materials	0	8	0	0	0	0	0	0	0	0	8	\$10,000.00
4.10	Environmental	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.10.1	Permits and Clearances	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.10.2	NEPA Process	2	8	16	0	0	0	0	10	0	0	36	\$0.00
4.10.3	Public Involvement Process	4	4	8	0	0	0	0	0	0	0	16	\$0.00
4.11	Specifications	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.12	Deliverables	0	0	0	0	0	0	0	0	0	0	0	\$0.00
		30	124	324	330	936	24	174	435	0	40	2,417	
		\$2,400.00	\$8,060.00	\$17,820.00	\$14,850.00	\$32,760.00	\$648.00	\$6,612.00	\$9,570.00	\$0.00	\$2,600.00		\$22,500.00

TASK	DESCRIPTION	EXHIBIT D										Hours Subtotal	Direct Expenses
		Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer II/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew		
	Total Basic Services Hours	89	367	532	366	976	40	214	443	30	40	3,097	
	Total Basic Services Fee	\$7,120.00	\$23,855.00	\$29,260.00	\$16,470.00	\$34,160.00	\$1,080.00	\$8,132.00	\$9,746.00	\$750.00	\$2,600.00		\$25,550.00

CONSULTANT'S ORIGINAL FEE:
CONSULTANT'S NEGOTIATED FEE:
PERCENT REDUCED:

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 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

TASK	DESCRIPTION											HOURS SUBTOTAL	Direct Expense s	Lump Sum Task Amounts
		Project Principal	Project Manager/ Value Facilitator/Seni or Planner	Senior Engineer III/RW Manager/Scheduler Estimator/Landscap e Manager/Profession al Surveyor	Senior Engineer I/Senior RW Agent/PL S Technica n	Project Engineer II/Sr. Landscap e Architect	Project Enginee r I	Senior Technician/R W Agent	Tenchnicia n/ Landscape Architect I	Clerica l	Survey Crew			
		\$80	\$65	\$55	\$45	\$35	\$27	\$38	\$22	\$25	\$65			
	ADDITIONAL SERVICES													
1	Corsim Analysis	2	4	10	35	50	0	0	0	0	0	101	\$0.00	\$12,885.00
2	Signal Design		1	12	0	32	0	0	40	0	0	85	\$0.00	\$8,175.00
3	Additional Public Outreach Meeting	6	6	0	0	12	0	12	8	0	0	44	\$0.00	\$5,766.00
4	Alternative Design Development and Analysis	8	24	40	40	0	0	40	0	0	0	152	\$0.00	\$23,160.00
5	Additional Field Survey		0	4	0	0	0	0	0	0	40	44	\$0.00	\$8,460.00
6	Additional Potholing (8 holes)		1	0		2	0	0	0	0	8	11	\$8,000.00	\$9,965.00
7	Additional Progress Meetings (2 meetings)	2	5	8	2	2	0	0	0	0	0	19	\$0.00	\$3,255.00
8	Additional Aesthetic Stakeholder Meeting		4	4	0	8	0	0	15	0	0	31	\$0.00	\$3,270.00
9	Preliminary R/W evaluation		0	4	0	0	0	12	0	0	0	16	\$0.00	\$2,028.00
	Total Additional Services - Hours	18	45	82	77	106	0	64	63	0	48	503		
	Total Additional Services - Fee	\$1,440.00	\$2,925.00	\$4,510.00	\$3,465.00	\$3,710.00	\$0.00	\$2,432.00	\$1,386.00	\$0.00	\$3,120.00		\$8,000.00	\$76,964.00

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager: Mark Sorensen
Project Manager: Randy McConnell

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: Wayne Horlacher
Project Manager: Angelo Spata

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: Terracon Consultants
Potholing: Horrocks Engineering

END OF EXHIBIT "F"