

PRIME DESIGN SERVICES AGREEMENT FOR BOMO PIPELINE

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 **BLACK & VEATCH**, (the "Consultant"), a **Corporation**, whose address is **4040 S. Eastern Ste 330, Las Vegas, NV, 89119**.

WITNESSETH:

WHEREAS, the City intends to construct the **BOMO Pipeline** (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.

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. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

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 Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), 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") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnities against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnities pursuant to this Section, unless the Indemnities, 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 or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnities shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract 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 or (ii) 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 reflects the current standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

CITY OF LAS VEGAS

By _____
Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 9/19/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

James P. Money, Black & Veatch

LIST OF EXHIBITS

- EXHIBIT “ A ” SCOPE OF SERVICES**
- EXHIBIT “ B ” REQUIRED SUBMITTALS**
- EXHIBIT “ C ” PERFORMANCE SCHEDULE**
- EXHIBIT “ D ” FEE BREAKDOWN**
- EXHIBIT “ E ” ADDITIONAL COMPENSATION**
- EXHIBIT “ F ” KEY PERSONNEL LIST**
- EXHIBIT “ G ” DISCLOSURE OF OWNERSHIP/PRINCIPALS**

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 Project Overview

The City of Las Vegas (City) has determined that the existing Bonanza Mojave Water Resource Center (BOMO), 1.0 million gallons per day (MGD) capacity, will be decommissioned. The City has asked Black & Veatch (the Engineer) to prepare contract documents to decommission BOMO and install a reuse pump station and pipeline, rated at 1.0 MGD, to deliver reclaimed water to the Desert Pines Golf Course (DPGC) from the City's Water Pollution Control Facility (WPCF). This Scope of Services will provide the means to perform preliminary and detailed design services, as well as bidding, construction and start-up support services.

The preliminary design will evaluate the extent to which to decommission the BOMO plant; evaluate alternative reuse pipeline alignments from the WPCF to BOMO; and evaluate alternatives to install a reuse pump station at the WPCF to service the DPGC. In addition, as a part of the reuse pipeline alignment evaluation, the Engineer will investigate potential reuse customers within a defined study area. Once all evaluations are complete, the Engineer will meet with the City to come to consensus on the recommended BOMO decommissioning plan, reuse pipeline alignment and customer base, and reuse pump station installation. Based on these recommendations, the Engineer will prepare a Basis of Design Report for use as a guide in detailed design. Upon completion of the Basis of Design Report, the selected BOMO decommissioning plan and the WPCF reuse pump station and pipeline will continue into detailed design, construction and start-up.

100.2 Project Scope

The Scope of Services for this work will include the following major activities:

- 100.2.1:** The Engineer will review and evaluate existing data for BOMO and the DPGC rate of flow control structure (ROFC), including as-built drawings and specifications as provided by the City. Upon completion of the existing data review, the Engineer will perform a one-day on-site inspection with the City to assess and document the extent to which existing equipment will be decommissioned in place. Upon completion of the on-site inspection, the Engineer will prepare a BOMO Decommissioning Alternatives Technical Memorandum (TM) and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended decommissioning plan for BOMO.
- 100.2.2:** The Engineer will collect, review and evaluate existing data for four proposed reuse pipeline alignments and customer base, including desk top utility research using a GIS database provided by the City, right of way data using assessor parcel maps, and desk top research for underground fuel storage tanks, as well as potential customer water usage. A figure depicting the proposed reuse pipeline alignment boundary and potential customer boundary is attached as Figure 1. Upon completion of the background data collection, the Engineer will prepare a Reuse Pipeline Alignment Alternatives Technical Memorandum and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended reuse pipeline alignment and customer base.
- 100.2.3:** The Engineer will review and evaluate existing data for the WPCF reuse pump stations, including as-built and O&M records as provided by the City, in regard to upgrading the pump stations to provide 1 MGD to the DPGC. A figure depicting the proposed WPCF pump stations to be evaluated is attached as Figure 2. Upon completion of the existing data review, the Engineer will perform a one-day on-site inspection with the City to assess and document the state of the existing equipment. Upon completion of the on-site inspection, the Engineer will prepare a WPCF Reuse Pump Station Alternatives Technical Memorandum and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended pump station upgrades and operating philosophy.
- 100.2.4:** The Engineer will develop a Basis of Design Report which compiles and documents the decisions made and alternatives selected through the three TM review workshops described above. Additionally, the Basis of Design Report will define the elements of design, codes, standards, and will include preliminary drawings and process and instrumentation diagrams.
- 100.2.5:** The Engineer will develop a final set of construction documents for the BOMO Decommissioning and the WPCF Reuse Pump Station and Pipeline Project suitable for contracting with a General Contractor.

100.3 BASIC SERVICES

To accomplish the major activities described above, the Engineer will perform these Basic Services consisting of the following phases and work tasks:

PHASE 1000 – PROJECT MANAGEMENT PHASE

Task 1110 – Project Initiation

The Engineer will develop a Project Procedure Memorandum to include the project work plan, scope of work, project directory, communication protocols, schedule, standards, and QA/QC procedures.

Task 1120 – Project Kickoff Meeting

The Engineer will conduct a kick-off meeting between the City and Black & Veatch teams to begin the Project and share information as described below.

- Review the scope of work.
- Confirm project purpose.
- Discuss and confirm the critical success factors.
- Discuss and confirm the project work plan.
- Discuss and confirm the project schedule.
- Identify roles and responsibilities.
- Confirm process to define and collect existing data for Engineer's review and evaluation for BOMO and the DPGC ROFC, and the proposed WPCF pump stations to be modified.

The Engineer will also conduct workshop meetings throughout the project as described in the individual tasks below.

Deliverables for Task 1120:

- Project Kickoff Meeting notes
- Existing Data Request Schedule showing milestones for data needs

Task 1130 – Overall Project Management

The Engineer will provide general management of the Engineer's project team and coordination with City's staff throughout the Project to promote efficient project delivery, control costs and schedule. The Engineer will facilitate meetings and workshops to present concepts, develop alternatives and assist in decision making. The design phase project management is expected to last up to 12 months.

Deliverables for Task 1130:

- Monthly budget and schedule report to be included as a part of project invoicing

PHASE 2000 – PRELIMINARY DESIGN PHASE

Task 2100 – Background Data Collection

Task 2110 – BOMO Data Collection

The Engineer will review and evaluate existing data for BOMO and the DPGC ROFC, including as-built drawings and specifications as provided by the City. Upon completion of the existing data review, the Engineer will take part in a one-day on-site inspection with the City's Operations, Electrical & Controls staff. During the on-site inspection, the City's staff will provide direction as to the extent to which all existing equipment will be decommissioned in place, including the draining of process structures and de-energizing of equipment and devices at the MCC level. During the on-site inspection, should it be determined that detailed decommissioning, removal, salvage and/or demolition activities are necessary, the design will be provided as a part of Additional Services. As well, during the on-site inspection, should it be determined that any modifications to the control systems is needed, the design will be provided as a part of Additional Services.

Deliverables for Task 2110:

- On-site Inspection Report, to be delivered as a part of the BOMO Decommissioning Alternatives TM.

Task 2120 – Reuse Pipeline Data Collection

The Engineer will collect, review and evaluate existing data for four proposed reuse pipeline alignments, including desk top utility research using a GIS utility and assessor parcel database provided by the City, desk top hazardous material assessments provided under Task 3530 – Geotechnical Investigation, and desk top potential reuse customer water usage assessments within the proposed reuse pipeline alignment boundary and potential customer boundary shown on Exhibit A - Figure 1.

Potential reuse customers will include those previously defined in the City master plan documents (*Las Vegas Water Resource Centers Facility Plan, CH2M HILL, April 2008*).

The GIS database provided by the City is expected to include: 1) assessor parcel data and 2) wet and dry utility data for the potential reuse customer boundary shown on Exhibit A – Figure 1. In the event that the City's GIS database does not have the expected information, the Engineer will obtain the data as a part of Additional Services.

Task 2130 – WPCF Reuse Pump Station Data Collection

The Engineer will review and evaluate existing data for the WPCF reuse pump stations, including as-built and O&M records as provided by the City, in regard to upgrading the pump stations to provide 1 MGD to the DPGC. A figure depicting the proposed WPCF pump stations to be evaluated is attached as Figure 2. Upon completion of the existing data review, the Engineer will perform a one-day on-site inspection with the City's Operations, Electrical & Controls staff to assess and document the state of the existing equipment. During the on-site inspection, the Engineer will discuss operational and maintenance issues associated with existing equipment with the City's staff noted above.

Deliverables for Task 2130:

- On-site Inspection Report, to be delivered as a part of the WPCF Reuse Pump Station Alternatives TM.

Task 2200 – Evaluation of Alternatives

Task 2210 – BOMO Decommissioning Alternatives Technical Memorandum

Upon completion of Task 2110 - BOMO Data Collection, the Engineer will prepare a BOMO Decommissioning Alternatives TM and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended decommissioning plan for BOMO.

Deliverables for Task 2210:

- Draft and Final BOMO Decommissioning Alternatives TM – ten (10) hard copies and one electronic copy (.pdf).
- Review comment tracking log (Draft BOMO Decommissioning Alternatives TM) – ten (10) completed hard copies.
- BOMO Decommissioning Alternatives TM Review Workshop meeting notes.

Task 2220 – Reuse Pipeline Alignment Alternatives Technical Memorandum

Upon completion of the background data collection, the Engineer will prepare a Reuse Pipeline Alignment Alternatives TM and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended reuse pipeline alignment and customer base.

The Engineer will evaluate four proposed reuse pipeline options, including the two reuse pipeline options as previously defined in the City master plan documents (*Las Vegas Water Resource Centers Facility Plan, CH2M HILL, April 2008*) provided to the Engineer by the City. Based on the previously defined reuse pipeline options, the reuse pipeline is expected to be approximately 37,000 linear feet (7 miles) in length. The pipeline material is expected to be non-metallic. Should a metallic pipeline become an alternative, a corrosion assessment, including resistivity testing, will be provided as a part of Additional Services.

The alignment evaluation criteria will include: 1) estimated cost of construction for each alternative, 2) potential customers associated with each alternative, and 3) potential utility conflicts associated with each alternative. The Engineer will collaborate with the City to develop weighted factors to apply to each of the evaluation criteria listed above.

Deliverables for Task 2220:

- Draft and Final Reuse Pipeline Alignment Alternatives TM – ten (10) hard copies and one electronic copy (.pdf).
- Review comment tracking log (Draft Reuse Pipeline Alignment Alternatives TM) – ten (10) completed hard copies.
- Reuse Pipeline Alignment Alternatives TM Review Workshop meeting notes.

Task 2230 – WPCF Reuse Pump Station Alternatives Technical Memorandum

Upon completion of the on-site inspection, the Engineer will prepare a WPCF Reuse Pump Station Alternatives TM and facilitate a TM review workshop with the City. The objective of the TM review workshop is to come to consensus on the recommended pump station upgrades and operating philosophy. The pump station design will incorporate a 1.0 MGD capacity to deliver reuse water from the WPCF to the DPGC. It is expected that the current pump station control philosophy will be maintained (i.e. the DPGC Owner will manually operate their on-site valve and call

the WPCF staff to turn on pumps and deliver water to the DPGC). Should it be determined that an automated delivery system is required, the associated design will be included as a part of Additional Services. The pump station design is expected to utilize the existing pump penetrations and wet wells. No additional major structural design (i.e. wetwell modifications, building or shade structure design) are expected. Should it be determined that major structural modifications are required, the associated design will be provided as a part of Additional Services. Electrical and Instrumentation and Control (I&C) connections are expected to be available from existing pumping stations at the WPCF not currently in use. The evaluation of the existing electrical loads and I&C connections will be verified during preliminary design. During the pump station evaluation, should it be determined that hydraulic, surge and/or disinfection modeling as well as associated customer telemetry design is needed, the associated designs will be provided as a part of Additional Services.

Deliverables for Task 2230:

- Draft and Final WPCF Reuse Pump Station Alternatives TM – ten (10) hard copies and one electronic copy (.pdf).
- Review comment tracking log (Draft WPCF Reuse Pump Station Alternatives TM) – ten (10) completed hard copies.
- WPCF Reuse Pump Station Alternatives TM Review Workshop meeting notes.

Task 2300 – Draft Basis of Design Report

The Engineer will develop a Draft Basis of Design Report (BODR) which compiles and documents the decisions made and alternatives selected through the three TM review workshops described above. Additionally, the Draft BODR will define the elements of design, codes, standards, and will include preliminary reuse pipeline plan and profile drawings, the reuse pipeline and pump station hydraulic profile, WPCF Reuse Pump Station Process Flow Diagrams (PFDs) and Process and Instrumentation Diagrams (P&IDs), a engineer's opinion of probable construction cost (EOPCC), and a detailed design drawing and specification list.

The Engineer will facilitate a Draft BODR review workshop with the City. The objective of the Draft BODR workshop is to discuss and wherever possible resolve comments on the draft Basis of Design Memorandum. Prior to the workshop, the City will compile and resolve conflicting City comments for submittal to the Engineer in a review comment tracking log and, as needed, through redline mark-ups of the BODR documents.

It is anticipated that the Basis of Design Report will contain the following sections:

- I. Project Overview
 - A. Background and Purpose
 - B. Project Schedule
 - C. Concurrent Projects
 - D. Permit Requirements and Utility Coordination
 - E. Reference Documents
- II. Alternatives Analyses and Recommended Alternatives
 - A. BOMO and DPGC
 1. Summary of Alternative Analyses and Recommended BOMO Decommissioning Plan
 - B. Preliminary Reuse Pipeline Alignment and Customer Base
 1. Summary of Alternative Analyses and Recommended Reuse Pipeline Alignment
 2. Summary of Alternative Analyses and Recommended Reuse Pipeline Customer Base
 3. Preliminary Reuse Pipeline Exhibits
 - C. WPCF Reuse Pump Station
 1. Summary of Alternative Analyses and Recommended WPCF Reuse Pump Station
 2. WPCF Reuse Pump Station and Reuse Pipeline Hydraulic Profile
 3. WPCF Reuse Pump Station Preliminary PFD and P&IDs
 - D. Equipment Selection
 - E. Component Material Options
 - F. Overall System Operation
- III. Civil Design Criteria
- IV. Process Mechanical Design Criteria
- V. Structural Design Criteria
- VI. Electrical and I&C Design Criteria
- VII. Building Mechanical Design Criteria
- VIII. Cost and Schedule
 - A. Opinion of Probable Construction Cost
 - B. Project Schedule
- IX. Drawing List
- X. Specification List

- XI. Appendices
 - A. BOMO Decommissioning TM
 - B. On-site Inspection Report, BOMO and DPGC
 - C. Reuse Pipeline Alignment Alternatives TM
 - D. WPCF Reuse Pump Station Alternatives TM
 - E. On-site Inspection Report, WPCF Pump Stations

Deliverables for Task 2300:

- One (1) Draft Basis of Design Report – ten (10) hard copies and one electronic copy (.pdf).
- Review comment tracking log (Draft Basis of Design Report) – one (1) blank electronic copy (MS Excel format).
- Draft BODR Review Workshop meeting notes.

Task 2400 – Final Basis of Design Report

The Engineer will document the final recommendations, decisions, preliminary design, project descriptions, and design criteria established during the preliminary design phase of the project into a Final BODR. The Final BODR will serve as a record of the decisions made during the preliminary design and provide the basis for detailed design.

Deliverables for Task 2400:

- One (1) Final Basis of Design Report – ten (10) hard copies with CDs containing an electronic copy (.pdf).
- Review comment tracking log (Draft Basis of Design Report) – ten (10) completed hard copies.

PHASE 3000 –DETAILED DESIGN PHASE

The Final Basis of Design Report will serve as the basis of design for preparation of one set of construction documents for the BOMO Decommissioning and the WPCF Reuse Pump Station and Pipeline Project. The Engineer will perform engineering and design services to complete the detailed design and construction document preparation. The Engineer will use the City's standard bidding requirements and contract forms and will provide technical specifications and drawings as customarily made available for bidding and construction of these types of projects. Supplementary conditions will be prepared to amend and/or supplement the City's general conditions as required. The drawings will be prepared using the Engineer's design and graphics standards.

The Engineer will submit draft construction drawings and specifications to the City at the 60 and 90% complete stages of the project. The Engineer will facilitate design review workshops with the City at the completion of the 60 and 90% stages of the project to discuss City comments and collect valuable input on the construction plans and specifications. The Engineer will coordinate with the NDEP for their review of the plans and specifications at the 90% stage of the project. Following the workshops, the input received from the City will be incorporated into the final contract documents.

No changes are expected to the BOMO Decommissioning design after the 60% submittal and design review workshop. Should it be determined that changes are needed to the BOMO Decommissioning design after the 60% stage, those changes will be provided as a part of Additional Services.

During the detailed design phase, should it be determined that an independent constructability review is needed to meet NRS 338.1435 guidelines, the Engineer's participation will be provided as a part of Additional Services.

The Engineer will review the final contract documents for completeness, bidability, and constructability, revise contract documents to reflect the City's comments, obtain required signatures on the cover sheet, and deliver ten (10) sets of final contract documents for the City's use. Phase 3000 consists of the following Tasks:

Task 3100 – 60% Design

Using the information documented in the Final Basis of Design Report, the Engineer will proceed to develop a single 60% design package for the BOMO Decommissioning and WPCF Reuse Pump Station and Pipeline design including the drawings, specifications and EOPCC. The Engineer will utilize existing electronic as-built drawings in AutoCAD format provided by the City for the WPCF pump station as the base files for design of the WPCF Reuse Pump Station. The Engineer will prepare a single performance specification for BOMO decommissioning but will not prepare any drawings. Should it be determined that more detailed design is needed, this design will be provided as a part of Additional Services. The Engineer will facilitate a 60% design review workshop with the City. The objective of the 60% workshop is to discuss and wherever possible resolve comments

on the 60% design. Prior to the workshop, the City will compile and resolve conflicting City comments for submittal to the Engineer in a review comment tracking log and, as needed, through redline mark-ups of the 60% design documents.

Details of the 60% Design Package:

- General and discipline drawings, containing a cover, general, legend, and abbreviation sheets, demolition, pipeline plan and profile, pump station and ROFC civil, process and building mechanical, structural, electrical, instrumentation and controls plans, sections and details.
- Front-end specifications (Division 0) based on the City's master front-end documents (MF10, Division 50 format).
- Front-end specifications (Division 1) based on the Engineer's master front-end documents (MF10, Division 50 format).
- Technical Specifications (Divisions 2-16) based on Engineer's master specifications (MF10, Division 50 format) including: demolition, excavation, concrete, metals, finishes, equipment, special construction, electrical and instrumentation.
- Engineer's Opinion of Probable Construction Cost (EOPCC).

Deliverables for Task 3100:

- Drawings –
ten (10) hard copies of stapled edge bound 11" x 17" drawings and one (1) hard copy of stapled edge bound 24" x 36" drawings.
- Specifications and EOPCC –
ten (10) hard copies of screw posted 8 1/2" x 11" specifications.
- 60% design review workshop meeting notes.

Task 3200 – 90% Design

Incorporating the review comments from the 60% design review workshop, the Engineer will proceed to develop a single 90% design package for the BOMO Decommissioning and WPCF Reuse Pump Station and Pipeline design including the drawings, specifications and EOPCC. The Engineer will facilitate a 90% design review workshop with the City. The objective of the 90% workshop is to discuss and wherever possible resolve comments on the 60% design. Prior to the workshop, the City will compile and resolve conflicting City comments for submittal to the Engineer in a review comment tracking log and, as needed, through redline mark-ups of the 60% design documents.

No changes are expected to the BOMO Decommissioning performance specification. Should it be determined that changes are needed to the BOMO Decommissioning performance specification, those changes will be provided as a part of Additional Services.

Deliverables for Task 3200:

- Drawings –
ten (10) hard copies of stapled edge bound 11" x 17" drawings and one (1) hard copy of stapled edge bound 24" x 36" drawings.
- Specifications and EOPCC –
ten (10) hard copies of screw posted 8 1/2" x 11" specifications.
- Completed review comment tracking log (60% design package) –
ten (10) hard copies.
- 90% design review workshop meeting notes.

Task 3300 – Final Contract Documents

Incorporating the review comments from the 90% design review workshop, the Engineer will proceed to develop a single final contract documents package for the BOMO Decommissioning and WPCF Reuse Pump Station and Pipeline design including the drawings, specifications and EOPCC.

No changes are expected to the BOMO Decommissioning performance specification. Should it be determined that changes are needed to the BOMO Decommissioning performance specification, those changes will be provided as a part of Additional Services.

Deliverables for Task 3300:

- Drawings, Specifications and EOPCC –
one (1) electronic copy (.pdf), one (1) hard copy of stapled edge bound 24" x 36" drawings, one (1) hard copy of screw posted 8 1/2" x 11" specifications, and one (1) hard copy of the EOPCC.

Task 3400 – Permitting Assistance and Utility Coordination

The Engineer will prepare a permit matrix in the BODR and provide in the specifications a list of the permits which must be obtained by the owner and construction contractor. The Engineer will lead the efforts to prepare applications, exhibits, drawings, and specifications as necessary for the City's execution and submittal; and will furnish additional information about the Project as required for permit approvals. All review & submittal fees associated with permits will be provided as a part of Additional Services. The Engineer will provide assistance to City in obtaining the following

anticipated permits for both design and construction from State and local agencies. It is expected that the permit review process will be completed in no more than two (2) review cycles per permit. Should the review process extend to more than two (2) review cycles per permit, the Engineer's assistance will be provided as a part of Additional Services.

City of Las Vegas:

- Off-site Permit
- Dust Control Permit
- Grading Permit
- Fuel Storage Permit

Clark County:

- Air Quality Authority to Construct
- Encroachment Permit
- Off-site Permit
- Dust Control Permit
- Grading Permit
- Temporary Use Permit
- Traffic Management Plan
- Fuel Storage Permit
- Southern Nevada Health District - Environmental Health Division signatures

Federal:

- Section 404 of the Clean Water Act Permit

State:

- NDEP Authority to Construct
- NDEP General Stormwater Permit
- NDEP Temporary Discharge Permit
- NDOT ROW Occupancy Permit
- Hazardous Material Permit

In addition, the Engineer will facilitate coordination with effected utilities through the duration of the project. Utility coordination is anticipated with the following agencies and entities. It is expected that the utility review process will be completed in no more than two (2) review cycles per utility. Should the review process extend to more than two (2) review cycles per utility, the Engineer's assistance will be provided as a part of Additional Services.

- Las Vegas Valley Water District
- Southern Nevada Water Authority
- NV Energy – Distribution & Transmission
- Southwest Gas
- Cox Communications
- Century Link
- AT&T Fiber Optics Division
- Level 3 Fiber Optic
- Extenet Power
- TW Telecom

Deliverables for Task 3400:

- Permit matrix
- Permit approval documents

Task 3500 – Project Support Services

The Engineer will provide through a subcontract the following Project Support Services.

Task 3510 – Field Survey and Aerial Photography

The necessary survey services for the preparation of construction drawings and specifications for the recommended reuse pipeline alignment and WPCF pump station improvements will include the following:

- Aerial mapping and orthophotography
- Project control network setup
- Aerial panel control layout
- Field boundary monument location
- Field design survey
- Office boundary research and boundary/right-of-way resolution
- Record of Survey preparation
- Horizontal control plan preparation
- WPCF southeast water reclamation basin pump station as-built survey

These survey services will be used to set horizontal and vertical controls and locate existing ground features, equipment and structures critical to the selected alignment.

Installation of field monuments for Record of Survey, legal descriptions and an as-built survey of the WPCF transfer pump station, if needed, will be provided as a part of Additional Services.

Deliverables for Task 3510:

- Record of Survey – one (1) hard copy

Task 3520 – Subsurface Utility Engineering

Subsurface Utility Engineering (SUE) will be provided in accordance with ASCE Standard Guidelines 38-02 for the Collection and Depiction of Existing Subsurface Utility Data. Field surveys will be performed to field verify utility locations relative to project coordinates. The services of a SUE company will be used to establish a level of confidence in as-built utility locations to reduce overall project risk and delays during construction. Quality Levels, "D, C & B" will be used to establish utilities within the reuse pipeline corridor and Quality Level A (actual test holes) will be used to verify utilities crossing the potential reuse pipeline alignment. Thirty (30) potholes are budgeted along the recommended alignment; should additional potholes be necessary, they will be provided as a part of Additional Services. Fees will be based on actual number of potholes completed.

Task 3530 – Geotechnical Investigation

The necessary geotechnical evaluation services to evaluate subsurface soil conditions for the preparation of construction drawings and specifications for the recommended reuse pipeline alignment and WPCF pump station will include the following:

- Perform thirty seven (37) borings spaced at 1,000 foot intervals
- Perform geotechnical field investigations
- Laboratory sampling and testing
- Prepare and submit three (3) copies of a final geotechnical report with findings and recommendations.

In the event that a Phase I Environmental Site Assessment (ESA) is needed, the assessment will be provided as a part of Additional Services.

In the event groundwater is detected from field boring operations, groundwater levels will be documented. If it is determined that groundwater will effect construction activities, additional groundwater monitoring and reporting will be provided as a part of Additional Services.

Deliverables for Task 3530:

- Draft and Final Geotechnical Data Report –
Ten (10) hard copies with CDs containing an electronic copy (.pdf).

PHASE 4000 - BIDDING PHASE SERVICES

Work under this phase includes assisting the City with the bidding process for the construction contract. Work tasks include:

Task 4100 – Pre-Award Bidding Services

The Engineer will provide the following services during pre-award activities during the bidding phase:

Task 4110 – Print and Distribute Construction Documents

Provide one (1) hard copy and one (1) electronic copy (.pdf) set of construction contract documents and one set of any addenda for the City to make prints as necessary for bid purposes.

Task 4120 – Answer Contractor Questions

During the Bid Period, respond to up to twenty-five (25) questions raised by potential bidders. Provide City with copies of all written correspondence to prospective bidders during the bid period.

Task 4130 – Prepare Addenda

Prepare and issue up to two (2) clarifications and/or addenda to the construction contract documents when required.

Task 4140 – Update Opinion of Probable Construction Cost

Update the final Opinion of Probable Construction Cost and provide to the City.

Task 4150 – Pre-Bid Conference

Attend, at a date and time selected and a place provided by the City, a pre-bid conference and site tour to instruct prospective bidders and suppliers as to the types of information required by the contract documents; review special project requirements and construction contract documents in general; receive requests for interpretations which will be issued by addendum; and prepare minutes of conference and issue by addendum.

Task 4200 – Post-Award Bidding Services

All post-award services during the bidding phase will be provided under Additional Services.

PHASE 5000 – CONSTRUCTION PHASE SERVICES

The Engineer will perform project administration services during the construction phase of the project. The construction phase is expected to last up to 12 months. By performing these services, the Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, procedures of construction, or safety precautions and programs.

Specific services to be performed by Engineer are as follows:

Task 5100 – Project Management

The Engineer will assist the City and coordinate with the Construction Manager during construction.

Task 5200 – Project Meetings and Site Visits

The Engineer will attend five (5) construction progress meetings concurrent with five (5) construction observation days as requested by the City or Construction Manager to review and discuss construction procedures and progress scheduling and other matters concerning the project. Construction observation days are intended for the Engineer to visit the construction site to provide engineering evaluation of the work in-progress and advise the Construction Manager of any appropriate comments and concerns. Construction site visits shall be scheduled and approved by the Construction Manager. If required, additional construction progress meetings and construction observation days will be provided under Additional Services.

Task 5300 – Submittal Review

The Engineer will review shop drawings, eighty (80), and other data submitted by the Contractor as requested by the Construction Manager and as required by the construction contract documents. The Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

The Engineer shall endeavor to complete the review of submittals as quickly as possible and will coordinate with the Construction Manager so that submittals are returned to the Contractor within the time allotted in the Contract Documents.

Task 5400 – RFIs and Document Interpretation

The Engineer will provide assistance and guidance to the Construction Manager and the City in the interpretation of construction contract documents when requested by the City or Construction Manager. The Engineer will respond to up to forty (40) Requests for Information (RFIs) from the Contractor.

Task 5500 – Change Order Processing

The Engineer will provide engineering design support and documentation to assist the City and the Construction Manager in the processing of up to four (4) change orders.

The Engineer will assist the City and the Construction Manager in determining the acceptability of the work or the interpretation of the requirements of the construction contract documents.

Task 5600 – Record Drawings

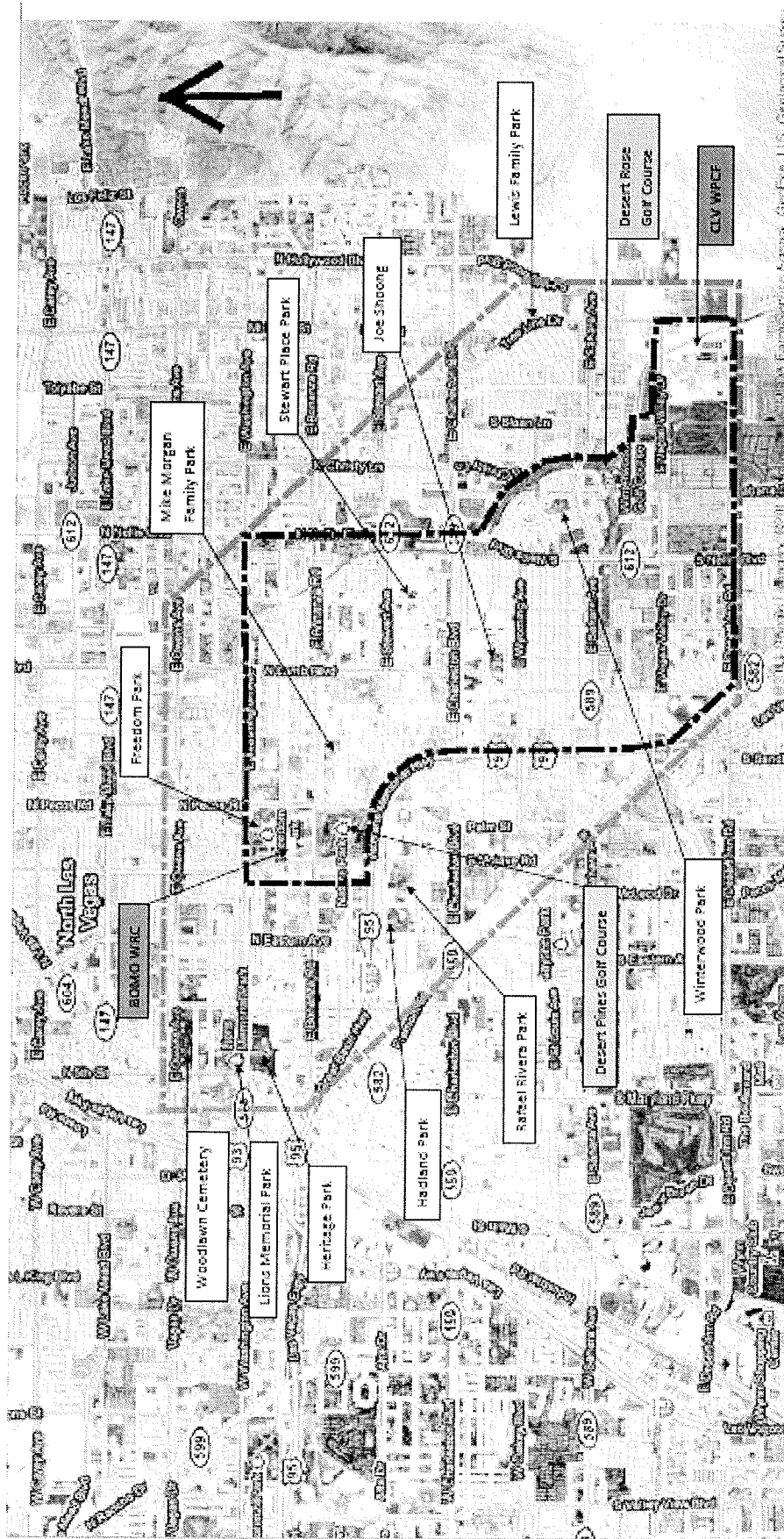
Upon completion of the project, the Engineer will revise the construction contract drawings to conform to the construction records. The Construction Manager will provide a single, 24" x 36" set of complete, compiled red-lined mark-ups to the Engineer. The Engineer will submit record drawings in AutoCAD format on 2 CDs, two sets of 24" x 36" drawings, and one set of 24" x 36" 3 mil wash-off Mylar reproduces.

Task 5700 – O&M and P&ID Updates

All O&M and P&ID updates will be provided under Additional Services.

END OF EXHIBIT "A"

Exhibit A - Figure 1- Proposed Reuse Pipeline Alignment and Potential Customer Boundaries



Legend:

- Potential Reuse Customer Boundary
- Reuse Pipeline Alignment Boundary
- Primary Pipeline Connection Points
- Existing Reuse Customer
- Potential Reuse Customers

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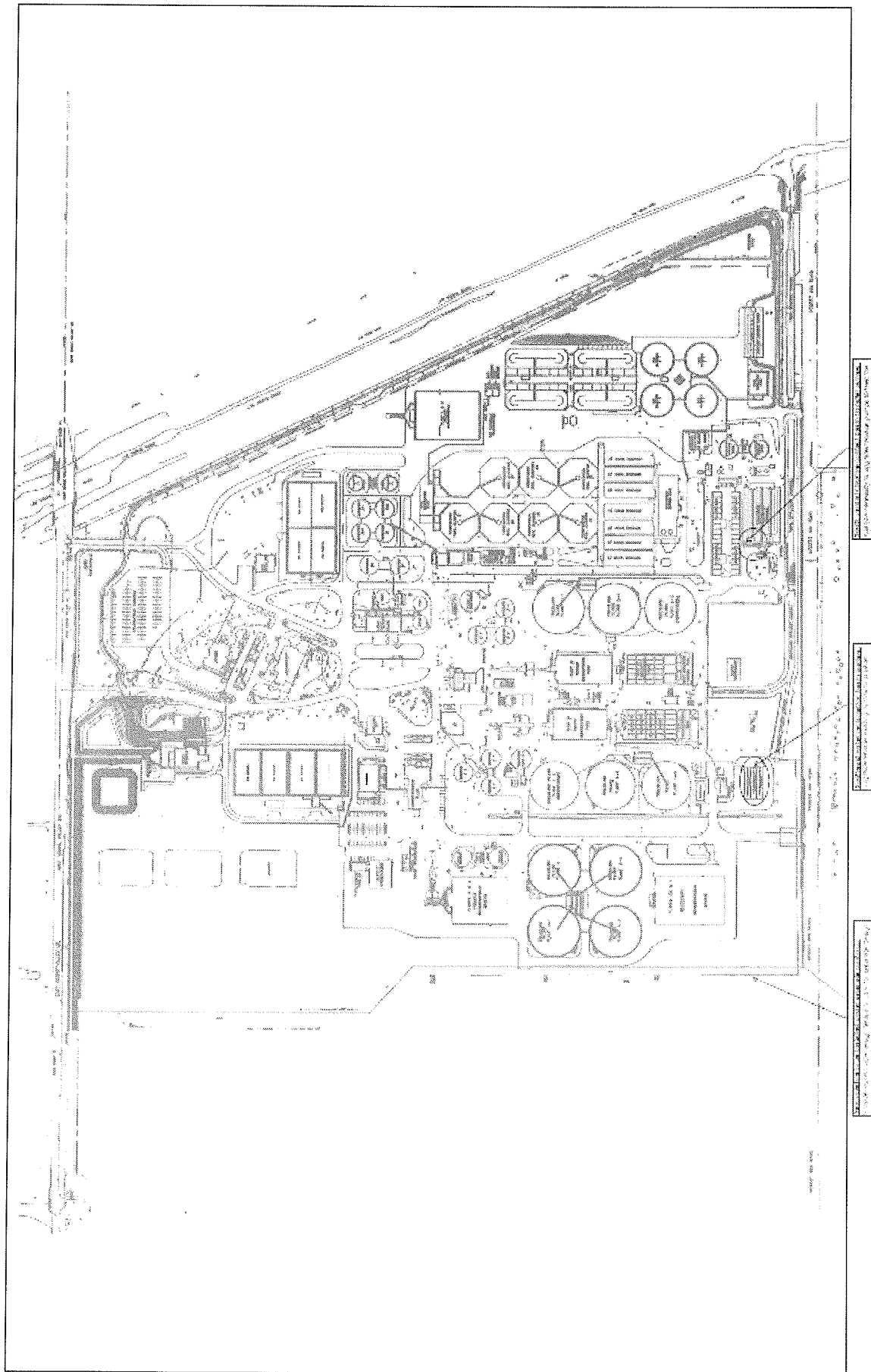
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EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

200.2 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.

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 300: NOTICE TO PROCEED

- 300.1 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.
- 300.2 *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").
- 300.3 *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 301: DESIGN AND PERMITTING SCHEDULE DELAYS

- 301.1 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.
- 301.2 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 302: CONSTRUCTION SCHEDULE CHANGES

- 302.1 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.
- 302.2 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

- 400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **\$1,434,648**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

- 401.1 For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant Hourly Rates and Additional Services Rates established in **Exhibit "E"** (Additional Compensation) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement **Exhibit "A"** (Scope of Services) as directed by the City Representative. Payment shall be made pursuant to monthly invoices submitted in accordance with this Agreement.

ENGINEERING SERVICES	AMOUNT	REMARKS
TOTAL NOT-TO-EXCEED COST	\$1,234,648	

- 401.2 The following Phases and Task Services Worksheet **Exhibit D-1** table(s) show the breakdown of the Total Not to Exceed Cost for Services by Task. The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.
- 401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.
- 401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

- 402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.
- 402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).
- 402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE	AMOUNT	ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	200,000.00	See Exhibit "E" for examples of Additional Services

END OF EXHIBIT "D"

EXHIBIT "D-1"

Phase and Task	Principal In Charge	Project Manager	Project Engineer (Pipeline)	Pipeline Design Engineer	Pipeline CAD	GIS Analyst	Permit Coordinator	Project Engineer (BDMG & PS)	Process Mech Design Engineer	Process Mech CAD	O&M Specialist	Structural Engineer	Structural CAD	Electrical Engineer	Electrical CAD	Estimator	QA/QC	Admin	Labor Summary		Subcontractor Expense Summary	Direct Expense Summary	TOTAL
																			Hours	Cost			
PHASE 1000 - PROJECT MANAGEMENT																							
1100 Project Management	35	312	25	0	0	0	0	25	0	0	4	0	0	0	0	0	2	200	626	\$ 82,497	\$ -	\$ -	\$ 82,497
1110 Project Initiation	4	40	20	20	40	0	0	20	0	0	4	0	0	0	0	0	2	48	134	\$ 17,297	\$ -	\$ -	\$ 17,297
1120 Meetings - Project Kick-off Meeting	4	12	6					6			4							8	40	\$ 5,264	\$ -	\$ -	\$ 5,264
1130 Overall Project Management (12 month period duration)	28	260																144	437	\$ 58,866	\$ -	\$ -	\$ 58,866
PHASE 2000 - PRELIMINARY DESIGN																							
2100 Background Data Collection	8	40	24	48	0	40	0	16	32	0	24	0	0	0	0	0	0	24	256	\$ 35,841	\$ -	\$ -	\$ 35,841
2110 BDMG Data Collection	2	4	4					8	8		12							8	22	\$ 2,693	\$ -	\$ -	\$ 2,693
2111 Site visit - BDMG	4	4						8										8	24	\$ 4,668	\$ -	\$ -	\$ 4,668
2120 Record Pipeline Data Collection	4	16	16	40		40												8	124	\$ 15,931	\$ -	\$ -	\$ 15,931
2121 Site visit - Pipeline Study Area Walk	2	16	8	8					16		12							8	16	\$ 2,171	\$ -	\$ -	\$ 2,171
2130 WPCF Reuse Pump Station Data Collection	2	16																8	54	\$ 8,260	\$ -	\$ -	\$ 8,260
2131 Site visit - WPCF Reuse Pump Station			25	0	0	0	0	25	0	0	4	0	0	0	0	0	2	200	646	\$ 82,507	\$ -	\$ -	\$ 82,507
2200 Evaluation of Alternatives	40	82	56	164	40	16	20	88	168	40	32	2	0	16	0	48	20	84	786	\$ 103,844	\$ -	\$ -	\$ 103,844
2210 BDMG Decommissioning Alternatives TM	4	8	4					8	16		24			4		16	4	16	100	\$ 14,914	\$ -	\$ -	\$ 14,914
2211 Workshop - BDMG Decommissioning Alternatives TM Review		6	4					8	4		4			4				2	32	\$ 5,067	\$ -	\$ -	\$ 5,067
2220 Reuse Pipeline Alignment Alternatives TM	22	40	40	100	40	16	20				4					16	8	60	352	\$ 44,843	\$ -	\$ -	\$ 44,843
2221 TM Review	6	6	8	4				4	4									2	28	\$ 4,022	\$ -	\$ -	\$ 4,022
2230 WPCF Reuse Pump Station Alternatives TM	4	16						40	80	40				8				32	246	\$ 30,497	\$ -	\$ -	\$ 30,497
2231 Alternatives TM		6	4					8	4		4							2	28	\$ 4,491	\$ -	\$ -	\$ 4,491
2300 Draft Basis of Design Revisit	4	20	46	40	40	4	0	25	20	16	8	4	0	4	4	4	4	10	254	\$ 33,789	\$ -	\$ -	\$ 33,789
2310 Workshop - Basis of Design Revisit	8	40	40	40	40	4	0	20	20	16	4	4	0	4	4	4	4	8	220	\$ 27,877	\$ -	\$ -	\$ 27,877
2400 Final Basis of Design Report	2	4	6	24	16	2	2	6	24	16	2	2		4	2		4	8	128	\$ 15,564	\$ -	\$ -	\$ 15,564
Phase 2000 - Subtotal	54	148	134	216	96	62	22	118	164	72	66	8	0	24	5	52	28	136	1233	\$ 183,049	\$ -	\$ -	\$ 183,049
PHASE 3000 - DETAIL DESIGN																							
3100 60% Design	30	74	128	280	320	0	0	154	60	100	44	8	16	48	24	36	48	42	1,342	\$ 163,181	\$ -	\$ -	\$ 163,181
3110 BDMG Decommissioning 60% Design (Specifications)	1	6						15			40			4		4	0	4	85	\$ 15,038	\$ -	\$ -	\$ 15,038
3120 Reuse Pipeline 60% Design (Drawings & Specifications)	24	48	120	280	300													24	784	\$ 91,294	\$ -	\$ -	\$ 91,294
3130 WPCF Reuse Pump Station 60% Design (Drawings & Specifications)	1	12						60	80	100		8	16	40	24	8	15	12	307	\$ 40,881	\$ -	\$ -	\$ 40,881
3140 WPCF Reuse Pump Station 60% Design (Drawings & Specifications)	4	6	8					8			4			4				2	36	\$ 6,078	\$ -	\$ -	\$ 6,078
3200 90% Design	23	58	68	120	240	0	0	44	40	40	4	4	4	84	40	28	40	28	847	\$ 104,799	\$ -	\$ -	\$ 104,799
3210 BDMG Decommissioning 90% Design (See Note 1)	1	4																5	5	\$ 869	\$ -	\$ -	\$ 869
3220 Reuse Pipeline 90% Design (Drawings & Specifications)	16	32	60	120	240													16	524	\$ 61,487	\$ -	\$ -	\$ 61,487
3230 WPCF Reuse Pump Station 90% Design (Drawings & Specifications)	2	16						40	40	40		4	4	60	40	12	15	8	282	\$ 36,386	\$ -	\$ -	\$ 36,386
3300 Workshop - 90% Design Package Review	4	6	8					8			4			4				2	36	\$ 6,078	\$ -	\$ -	\$ 6,078

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EXHIBIT “E”

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

- 500.1** The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Principal	\$210.00	Per Hour
Project Manager	\$164.80	Per Hour
Project Engineer (Pipeline)	\$164.80	Per Hour
Pipeline Design Engineer	\$106.56	Per Hour
Pipeline CAD	\$95.00	Per Hour
GIS Analyst	\$124.80	Per Hour
Permit Coordinator	\$124.80	Per Hour
Project Engineer (BOMO & PS)	\$164.80	Per Hour
Process Mech. Design Engineer	\$122.02	Per Hour
Process Mech. CAD	\$95.00	Per Hour
O&M Specialist	\$224.00	Per Hour
Structural Engineer	\$144.00	Per Hour
Structural CAD	\$90.00	Per Hour
Electrical Engineer	\$144.00	Per Hour
Electrical CAD	\$90.00	Per Hour
Estimator	\$102.40	Per Hour
QA/QC	\$192.00	Per Hour
Administrative	\$70.40	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

- 501.1** The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

WME – I&C DESIGN & CONSTRUCTION PHASE SERVICES	RATE	UNIT
Project Manager	\$138.00	Per Hour
Senior Controls Specialist	\$130.00	Per Hour
Project Administrator/CAD	\$75.00	Per Hour

VTN – FIELD SURVEY & AERIAL PHOTOGRAPHY	RATE	UNIT
Project Manager	\$170.00	Per Hour
Team Leader	\$150.00	Per Hour
Land Surveyor	\$150.00	Per Hour
Survey Tech	\$115.00	Per Hour
Field Crew	\$210.00	Per Hour

CARDINO TBE – SUBSURFACE UTILITY ENGINEERING	RATE	UNIT
Assistant Director/Senior PM	\$132.85	Per Hour
Geologist	\$132.70	Per Hour
SUE Manager	\$85.84	Per Hour
SUE Supervisor	\$74.56	Per Hour
SUE Technician III	\$61.23	Per Hour
SUE Technician II	\$58.70	Per Hour
SUE Technician I	\$54.06	Per Hour
CADD Technician	\$76.20	Per Hour
Admin Support	\$62.18	Per Hour

NINYO & MOORE – GEOTECHNICAL INVESTIGATION	RATE	UNIT
Principal Engineer/Geologist/Environmental Scientist	\$155.00	Per Hour
Senior Engineer/Geologist/Environmental Scientist	\$140.00	Per Hour
Senior Project Engineer/Geologist/Environmental Scientist	\$131.00	Per Hour
Project Engineer/Geologist/Environmental Scientist	\$125.00	Per Hour
Senior Staff Project Engineer/Geologist/Environmental Scientist	\$110.00	Per Hour
Staff Project Engineer/Geologist/Environmental Scientist	\$105.00	Per Hour
Senior Field/Laboratory/Environmental Technician	\$70.00	Per Hour
Field/Laboratory Technician	\$67.00	Per Hour

ARTICLE 502: UNDEFINED ADDITIONAL SERVICES

- 502.1** Upon prior written approval by the City, CONSULTANT will perform Additional Services that are not described in Exhibit “A”. For any such work, CONSULTANT shall first furnish a written scope, cost estimate, and revised schedule that the City shall approve in writing before CONSULTANT may proceed with the work. Additional Services may include, but are not restricted to, the following:
- 502.1.1.** BOMO Detailed Decommissioning, Removal, Salvage, and/or Demolition Design – Prepare detailed decommissioning, removal, salvage, and/or demolition drawings (in .pdf format) and specifications to facilitate some or all of the following:
- 502.1.1.1.** Complete de-termination of all electrically powered equipment and devices at both the electrical source and the piece of equipment.
 - 502.1.1.2.** Removal and salvage of equipment and/or devices for delivery to the City.
 - 502.1.1.3.** Demolition of structures and/or equipment.
 - 502.1.1.4.** Modifications to the control systems.
- 502.1.2.** GIS Database Acquisition – Obtain assessor parcel data and wet and dry utility data for the potential reuse customer boundary shown on Exhibit A – Figure 1.
- 502.1.3.** Corrosion Assessment – Undertake a corrosion assessment including field resistivity testing to protect metallic pipeline alternatives.
- 502.1.4.** Hydraulic and Surge Modeling – Prepare a hydraulic and subsequent surge model for the WPCF reuse pump station and pipeline.

- 502.1.5. Disinfection Modeling – Review and analyze the current WPCF disinfection strategy to ensure continued permit compliance.
- 502.1.6. Reuse Customer Telemetry – Prepare Instrumentation and Control (I&C) telemetry design for up to twelve (12) additional reuse customers other than the Desert Pines Golf Course (DPGC).
- 502.1.7. Pump Station Structural Design – Prepare Structural design for modifying the existing pump wetwells and/or providing pump station shade structures.
- 502.1.8. Constructability Review – Take part in an independent constructability review if so required by NRS 338.1435 guidelines.
- 502.1.9. Permit Fees – Submit fees for applicable permits.
- 502.1.10. Additional Permit and Utility Review Cycles – Assistance with permits and utility reviews whose review process extends to more than two (2) review cycles.
- 502.1.11. Installation of Field Monuments for Record of Survey
- 502.1.12. Legal Exhibits
- 502.1.13. As-Built Survey for WPCF Transfer Pump Station – Prepare an as-built survey for the WPCF South Central Chlorine Contact Basin transfer pump station at the WPCF.
- 502.1.14. Additional Potholes – Provide up to 75 additional potholes.
- 502.1.15. Phase I Environmental Site Assessment – Provide a Phase I Environmental Site Assessment (ESA) to evaluate the possibility that hazardous materials or adverse environmental conditions are present within the proposed reuse pipeline alignment boundary shown on Exhibit A - Figure 1.
- 502.1.16. Groundwater Monitoring and Reporting – Install groundwater monitoring wells and provide groundwater mitigation data for use in construction. Facilitate permitting, including Surface Water Discharge fees.
- 502.1.17. Development of Traffic Control Plans
- 502.1.18. Post Award Bidding Services – Support the City with post-award bidding activities including:
 - 502.1.18.1. Bid Opening – Attend the bid opening at a date, time and place selected by City.
 - 502.1.18.2. Prepare Bid Tabulation and Evaluate Bids – Review the low bid and prepare a tabulation comparing the Engineer's final Opinion of Probable Construction Cost. Review the supporting and qualifying information provided by the bidder. Prepare a technical memorandum addressing significant differences in the low bid and Engineer's final Opinion of Probable Construction Cost, if applicable.
 - 502.1.18.3. Prepare Conformed Copies of Construction Contract Documents – Prepare and distribute ten (10) conformed copies of the construction contract documents to the successful bidder for signatures. These services will include review of the Contractor's bonds, furnishing the Contractor unsigned construction contract documents and transmitting the construction contract documents to the City for signature and distribution.
- 502.1.19. Project Meetings and Site Visits – Attend up to twenty (20) construction progress meetings concurrent with twenty (20) construction observation days as requested by the City or Construction Manager.
- 502.1.20. O&M and P&ID Updates - Upon completion of the project, the Engineer will update the Operations and Maintenance Manuals involved in the WPCF plant modifications as part of this project. In addition, Engineer will update the Process and Instrumentation Diagrams for the BOMO plant relative to the modifications and process changes that are connected to the functionality of the modifications.
- 502.1.21. Other services not included in Basic Services as requested by the City.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: John Bettencourt

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: James P. Morley

601.1.2 PROJECT MANAGER: Guy Voss

601.1.3 RESPONSIBLE IN CHARGE PERSON

List name of individual Engineer as licensed:

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER

List Engineer license number:

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name	Black & Veatch Corporation
Address	4040 S. Eastern Avenue, #330 Las Vegas, NV 89119
Telephone	702/732-0448
EIN or DUNS	43-1833073

Block 2	Description
Prime Design Services for Bomo Pipeline Project, Agreement No.: 120019-EV	
RFP#	

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation	

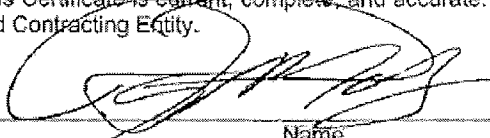
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). BVHC is a privately held company with less than 400 shareholders. The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds approximately 80% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, only one individual currently holds over 1% of the common shares of BVHC. Len Rodman, CEO and Director, who holds approximately 6%. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458 – 2000.		
2.			
3.			
4.			
5.			

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

Block 5	Disclosure of Ownership and Principals - Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.		
Name of Attached Document: _____		
Date of Attached Document: _____		Number of Pages: _____

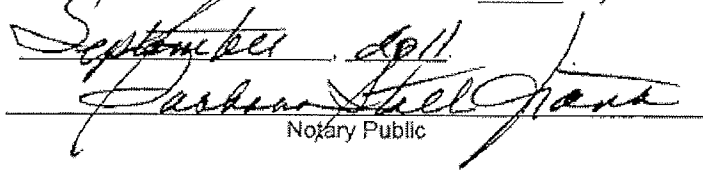
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



 Name
 15 Sep 11

 Date

Subscribed and sworn to before me this 15th day of

September 2011


 Notary Public

