

JUNE 28, 1999

Page 24

ACTION

DEPARTMENT OF HUMAN RESOURCES - CONSENT	
49	Ratification of Amendments 1, 2, and 3 to the City's Self-Insured Health Benefits Plan (Fiscal Impact: Approximate \$1 million savings on medical plan)
50	Approval of the City's Employee Fidelity Bond with Talbot Insurance and Financial Services, Inc. (\$17,300) (Self-Insurance Liability Trust Fund)
51	Approval of City's property damage fire insurance policy on buildings, contents, outside equipment, boiler & machinery for FY2000 with J&H Marsh & McLennan of Nevada, Inc. (\$75,114) (Self-Insurance Liability Trust Fund)

McDONALD - Motion to approve:
Items 5 through 51
Items 53 through 61
Items 64 through 94
-carried UNANIMOUSLY with Ward 2 seat vacant

Item 4: TABLED under separate action
(see individual item)
Item 52: APPROVED under separate action
(see individual item)
Items 62 and 63: STRICKEN under separate action
(see individual items)

There was no discussion.
(11:04 - 11:05)
1-1030

APPROVED - see above

APPROVED - see above

CITY COUNCIL

MEETING OF

JUNE 28, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

**RICK ANDERSON, DIRECTOR
HUMAN RESOURCES****SUBJECT: RATIFICATION OF AMENDMENTS 1, 2, AND 3 TO THE CITY'S SELF-INSURED HEALTH BENEFITS PLAN****PURPOSE/BACKGROUND**

The Labor-Management Insurance Committee has met and approved several changes to the current self-insurance program. These changes are requested to both make the Plan more responsive to the needs of the City of Las Vegas employees, and more cost effective. These proposed changes are as follows:

Amendment 1

Amendment 1 changes the pharmacy plan from a flat \$6 copay per prescription to a three-tiered system, wherein a plan member pays a \$4 copay for generic drugs, \$14 for brand name drugs, and \$25 for non-formulary drugs. This is intended to encourage the use of generic drugs by plan members, wherever possible. Evidence indicates this change will result in a savings of approximately \$480,000 per year.

Amendment 2

Amendment 2 proposes changes to the City's self-insured dental plan. This change will result in a transition from the copayment structure which was devised more than 10 years ago to a more traditional plan design which incorporates a program of coinsurance. The proposed coinsurance plan will, by design, keep up with increased costs and inflation, and will result in a more equitable split of the costs of procedures. It also raised dental benefit amount limits to \$2000. It is anticipated that this new design will keep costs within the limits of the FY00 budget. It should be noted that the proposed plan is identical to the majority of dental plans nationally.

Amendment 3

Amendment 3 proposes that the City Health Insurance Plan be restructured from a Triple Option Point of Service Plan to a single level Preferred Provider Program and modifies copayments for office visits and certain procedures. This is in response to City of Las Vegas employees' concerns with the referral process. Rather than choosing between two different lists, and requiring referrals from a primary care physician for an employee to see a specialist at a lower cost, employees will be offered selection from both lists. Referrals for specialists will no longer be required. Employee costs will be based on the actual service provided, rather than on the point of entry into the system. It is anticipated that this much simplified plan will result in higher employee satisfaction and ease of use. The actuary who reviewed the plan also indicated it was his opinion this change would reduce the overall cost of the plan by approximately 10%.

FISCAL IMPACT

Approximately \$1M in savings on the medical plan.

RECOMMENDATIONS

It is recommended that the amendments to the plan be ratified.

Agenda Item**49**

**AMENDMENT NO. 1 TO EMPLOYEE BENEFIT PLAN
DOCUMENT NO. 90150-4592**

THIS AMENDMENT NO. 1 shall be deemed to amend and modify the Employee Benefit Plan Document No. 90150-4592 (the "Plan") with the City of Las Vegas as Employer/Plan Sponsor and shall be effective as of April 1, 1999.

The Plan is hereby amended as follows:

1. The "Physician Services" schedule listed under the "Medical Expense Benefits" subsection of the "Plan Overview" section is amended by adding a new benefit entitled "Urgent Care" and a new footnote to this schedule identified as "****". The Urgent Care benefit and new footnote shall read as follows:

	EPO/Level 1 Employee Pays:	PPO/Level 2 After Deductible Employee Pays:	Non-PPO/Level 3 After Deductible Employee Pays:
Physician Services: Urgent Care Visit	\$3 co-pay per visit**	\$20 co-pay per visit****	30%***

**** The calendar year deductible is waived for these services. Routine laboratory and x-ray services performed and billed as part of an urgent care visit will be paid at 100%.

2. The "Prescription Drug Benefit" subsection of the "Plan Overview" section is hereby deleted and replaced with a new "Prescription Drug Benefit" subsection as set forth in Exhibit "A" attached hereto and incorporated herein.

3. The Medical Exclusions subsection of the Medical Benefits section is amended by adding a new exclusion, entitled Diabetic Monitors, which shall read as follows:

Diabetic Monitors

Diabetic Monitors will only be covered under "Prescription Drug Card Benefits" and are available through the diabetic supply company, Diabetic Sense.

4. The "Non-Network Pharmacy" subsection of the "Prescription Drug Benefit" subsection under the "Prescription Drug Card Benefits" section is hereby deleted and replaced with the following:

Non-Network Pharmacy

If an employee or covered dependent uses a non-network pharmacy, the employee must pay the entire cost of the drug at the time of purchase. To be reimbursed, the employee or covered

dependent must attach a copy of the pharmacy-generated receipt to a claim form and submit to Catalyst Rx at 851 S. Rampart Ave., Suite 110, Las Vegas, Nevada 89128.

For formulary brand name or generic drugs, the employee will only be reimbursed the amount equal to the network pharmacy contracted rate, less the applicable co-pay. For non-formulary brand name drugs with a generic equivalent, the employee will be reimbursed the amount equal to the network pharmacy contracted rate for the generic equivalent, less the non-formulary co-pay.

5. The "Submitting a Claim" subsection of the "Prescription Drug Benefit" subsection under the "Prescription Drug Card Benefits" section is hereby deleted and replaced with the following:

Submitting a Claim

If the employee or a covered dependent submits a claim for direct reimbursement for a formulary brand name or generic drug, the benefit is the network pharmacy contracted rate, less the applicable co-pay. If the charge is for a non-formulary brand name drug with a generic equivalent, the benefit is the network pharmacy contracted rate for the generic equivalent, less the non-formulary brand name co-pay. The employee or the employee's covered dependent will have 30 days to submit eligible claims. A copy of the pharmacy-generated receipt attached to a prescription drug claim form with the employee's identification number should be sent to Catalyst Rx, 851 S. Rampart Ave., Suite 110, Las Vegas, Nevada 89128.

6. The "Brand Name vs. Generic Drugs" subsection of the "Prescription Drug Benefit" subsection under the "Prescription Drug Card Benefits" section is deleted and replaced with the following:

Brand Name vs. Generic Drugs

The program requires that a generic drug be dispensed when available. If the physician specifies "No Substitutions," the pharmacist will provide a generic equivalent in accordance with the Prescription Drug Card program's guidelines. If the drug is a formulary brand name and has a generic equivalent, the covered person will be responsible for the brand name formulary co-pay plus the difference between the brand name wholesale cost and generic wholesale cost of the drug. If the drug is a non-formulary brand name and has a generic equivalent, the covered person will be responsible for the non-formulary brand name co-pay plus the difference between the brand name wholesale cost and generic wholesale cost of the drug.

7. Number (4) under the "Eligible Drugs" subsection of the "Prescription Drug Benefit" subsection under the "Prescription Drug Card Benefits" section is deleted and replaced with the following:

Eligible Drugs

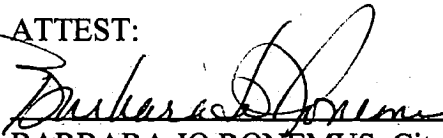
(4) diabetic test strips, lancets, syringes, alcohol pads and monitors. These supplies are available through the diabetic supply company, Diabetic Sense.

8. Except as hereinabove set forth, the terms and conditions of the Plan remain valid and in full force and effect.

CITY OF LAS VEGAS

By: 
Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 6/9/99
Date

EXHIBIT "A"**Pharmacy Drug Benefit**

This benefit is only available if the employee has medical coverage under this plan.

Network Pharmacy

Co-pay amount per prescription:

Retail Pharmacy Benefit	
(Up to a 34-day supply)	
Generic drug	\$ 4.00
Formulary Brand Name Drug with No Generic Available	\$14.00
Non-Formulary Brand Name Drug with No Generic Available	\$25.00
Non-Formulary Brand Name Drug with Generic Available	\$25.00*
Mail Order Pharmacy Benefits	
(Up to a 90-day supply)	
Generic Drug	\$ 8.00
Formulary Brand Name Drug with No Generic Available	\$28.00
Non-Formulary Brand Name Drug	Not Covered
<i>*Plus the difference between the brand name wholesale cost and generic wholesale cost.</i>	

Non-Network Pharmacy

If an employee or covered dependent uses a non-network pharmacy, the employee must pay the entire cost of the drug at the time of purchase. To be reimbursed, the employee or covered dependent must attach a copy of the pharmacy-generated prescription receipt to a claim form and submit to Catalyst Rx at 851 S. Rampart, Suite 110, Las Vegas, Nevada 89128.

For formulary brand name or generic drugs, the employee will be reimbursed the amount equal to the network pharmacy contracted rate, less the applicable co-pay. For non-formulary brand name drugs with a generic equivalent, the employee will be reimbursed the amount equal to the network pharmacy contracted rate for the generic equivalent, less the non-formulary co-pay.

Note: Prescription drug co-pays, deductibles and non-covered expenses do not apply to the medical out-of-pocket maximum.

**AMENDMENT NO. 2 TO EMPLOYEE BENEFIT PLAN
DOCUMENT NO. 90150-4592**

THIS AMENDMENT NO. 2 shall be deemed to amend and modify the Employee Benefit Plan Document No. 90150-4592 (the "Plan") with the City of Las Vegas as Employer/Plan Sponsor and shall be effective as of July 1, 1999.

The Plan is hereby amended as follows:

1. The first paragraph of the Preferred Provider Plan subsection of the Dental Benefits section shall be deleted and replaced with the following:

There is no annual deductible amount charged under the Preferred Provider Plan. The Plan will cover the appropriate percentage listed in Section No. 5, Dental Plan Redesign, of this Amendment No. 2.

2. The last paragraph entitled, Maximum Amount, of the Preferred Provider Plan subsection of the Dental Benefits section shall be deleted and replaced with the following:

The annual maximum amount payable for all covered preventive, basic, and major dental expenses incurred in any one calendar is \$2000 per covered person. Both the Basic Dental Plan and the Preferred Provider Plan benefits will be combined and subject to this \$2000 maximum.

3. The first sentence of the Covered Dental Expenses subsection of the Dental Benefits section shall be deleted and replaced with the following:

Subject to the exclusions and limitations, "Covered Dental Expenses" means the Usual and Customary Charges or coinsurance the covered person is required to pay for the following services and supplies provided by a dentist, a dental hygienist under the supervision of a dentist, or a denturist, each operating within the scope of his or her license.

4. The first paragraph of subsection entitled Preferred Provider Plan of the Other Dental Coverage Provisions in the Dental Benefits section shall be deleted.

5. The schedule under the Basic Dental Plan subsection and the Fee Schedule under the Dental Benefits section are deleted in their entirety and replaced with a new subsection entitled Dental Plan Redesign which shall be read as follows:

Dental Plan Redesign.

	<u>PPO</u>	<u>Non-PPO*</u>
Deductible		
• Individual	\$0	\$ 50
• Family	\$0	\$150
Annual Benefit Maximum	\$2,000	
Preventive Services	100%	80%
Basic Services	80%	80%
Major Services	50%	50%

*UCR set at the 80th percentile.

6. The first full sentence under the Basic Dental Plan subsection under the Dental Benefits section is deleted and replaced with the following:

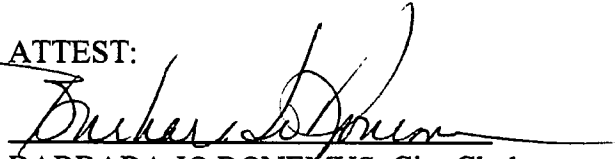
The deductible amount for all covered dental expenses is \$50 for covered dental expenses per calendar year per covered person.

7. Except as hereinabove set forth, the terms and conditions of the Plan, including Amendment No. 1, remain valid and in full force and effect.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:


Date

**AMENDMENT NO. 3 TO EMPLOYEE BENEFIT PLAN
DOCUMENT NO. 90150-4592**

THIS AMENDMENT NO. 3 shall be deemed to amend and modify the Employee Benefit Plan Document No. 90150-4592 (the "Plan") with the City of Las Vegas as Employer/Plan Sponsor and shall be effective as of July 1, 1999.

The Plan is hereby amended as follows:

1. In the Definitions section, the definition of the term Primary Care Physician (PCP) shall be deleted and replaced with the following:

A PCP can be a Family and General Practice, Internal Medicine, Pediatric Physician; or an Obstetrician/Gynecologist (OB/GYN).

2. In the Definitions section, the term Referral is deleted in its entirety.

3. Effective August 1, 1999, the subsection entitled Alternate HMO in the Plan Overview section is deleted in its entirety.

4. The schedule listed under the Medical Expense Benefits subsection under the Plan Overview section shall be deleted and replaced with a new schedule which is attached to this Amendment No. 3 as Schedule A and incorporated herein.

5. The Inpatient Treatment service in the Mental Health Services schedule listed under the Medical Expense Benefits Services subsection of the Plan Overview section is amended to read as follows:

Inpatient Treatment (limited to 30 days/calendar year per employee or covered dependent)	\$150 co-pay per admission
--	----------------------------

6. The Outpatient Detoxification Treatment and Inpatient Treatment services in the Substance Abuse Services schedule under the Medical Expense Benefits subsection of the Plan Overview section is amended to read as follows:

Outpatient Detoxification Treatment (unlimited visits)	\$10 co-pay per visit
Inpatient Treatment (all inpatient services combined are limited to \$9,000/calendar year per employee or covered dependent)	\$150 co-pay per admission

7. In the Benefit Payment subsection under the Plan Overview section, the following sentence shall be added to the beginning of the EPO/Level 1 Benefits subsection, the PPO/Level 2 or Non-Referred EPO/Level 1 Benefits subsection and the Non-PPO/Level 3 Benefits subsection:

If there are any inconsistencies between this subsection and the provisions set forth in Amendment No. 3, the provisions of Amendment No. 3 shall prevail.

8. The Out-of-Pocket Maximums subsection of the Benefit Payment subsection under the Plan Overview section shall be deleted and replaced with the following:

Out-of-Pocket Maximums

For services rendered by a non-participating provider:

Individual	\$2500
Family	\$7500

9. The last sentence in the Out of Area Benefits subsection of the Benefit Payment subsection under the Plan Overview section shall be deleted and replaced with the following:

The calendar year out-of-pocket maximum is \$2500 per individual and \$7500 per family.

10. The Dental Benefits subsection under the Plan Overview section shall be amended by inserting the following sentence in the beginning of the subsection:

If there are any inconsistencies between this subsection and the provisions in Amendment No. 2, the provisions of Amendment No. 2 shall prevail.

11. The paragraph under the Primary Care Physicians subsection of the Medical Benefits section shall be amended to read as follows:

A Preferred Provider Organization (PPO) is a network of hospitals, physicians, and other medical professionals who enter into an agreement to provide medical care. The Alliance PPO network is available to the employee as part of this plan. When the employee uses the services of a provider who is a member of the PPO, those services are usually eligible for a higher level of benefits.

12. The Primary Care Physicians and Referred EPO/Level 1 Services subsection of the Primary Care Physicians subsection under the Medical Benefits section shall be deleted in its entirety and replaced with the following:

Primary Care Physicians and Referred EPO/Level 1 Services

If there are any inconsistencies between this subsection and the provisions of Amendment No. 3, the provisions of Amendment No. 3 shall prevail.

Certain providers have been designated by the PPO as "Primary Care Physicians." These designated physicians are available to manage and coordinate all medical care provided to the employee and to his or her covered dependents, except services for mental disorders and chemical dependency (see section titled "Mental Health and Substance Abuse" for more information).

13. The subsection entitled PPO/Level 2 Providers and Non-Referred EPO/Level 1 Services of the Primary Care Physicians subsection under the Medical Benefits Section is deleted in its entirety.

14. The OB/GYN Services subsection of the Primary Care Physicians subsection under the Medical Benefits section is amended to read as follows:

The employee or his or her covered dependent may self-refer to an OB/GYN. If the visit is a wellness visit provided by an in-plan provider, the visit will be covered by the \$200/calendar year gynecological wellness benefit.

15. The first paragraph of the Emergency Services subsection of the Primary Care Physicians subsection under the Medical Benefits section is deleted in its entirety.

16. The Note under the Routine Gynecological Services subsection of the Medical Covered Expenses subsection under the Medical Benefits section is deleted in its entirety.

17. The second sentence of the Hearing Aids subsection of the Medical Covered Expenses subsection under the Medical Benefits section is amended to read as follows:

Charges for hearing aids purchased without pre-certification or purchased from a provider other than the exclusive providers listed in the PPO provider directory will not be reimbursed.

18. The Venipuncture subsection of the Medical Exclusions subsection under the Medical Benefits section is deleted in its entirety.

19. The Pre-Treatment Certification subsection (13) of the Medical Services Review subsection under the Medical Benefits section shall read as follows:

(13) routine and non-routine laboratory and radiological and on-radiological diagnostic imaging services with covered charges in excess of \$350.

20. The Note under the Gynecological Examination subsection of the Wellness Care subsection under the Medical Benefits section shall be deleted in its entirety.

21. Except as hereinabove set forth, the terms and conditions of the Plan, Amendment No. 1 and Amendment No.2 shall remain valid and in full force and effect.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 6/22/99
Date

SCHEDULE A

Covered Service	In-Plan Provider (member pays)	Non-Plan Provider** (member pays after satisfaction of a \$200X3 calendar year deductible, subject to a calendar year coinsurance maximum of \$2,500 per individual or \$7,500 per family. Plan pays @ 100% after the non-plan coinsurance maximum has been satisfied.)	Additional Information
Physician Visits a.Primary Care Office Visit b.Specialist Office Visit c.Well Child & Preventive Office Visit c.Hospital Visit – Attending Physician d.Hospital Visit – Specialist/ Consultant	\$10 copay* \$20 copay* \$10 copay* \$0 copay \$20 copay	30% after \$200 CYD 30% after \$200 CYD In-plan only 30% after \$200 CYD 30% after \$200 CYD	No referral required for in- plan or non-plan visit
Emergency Services a.Urgent Care b.Emergency Room (facility) c.Emergency Room (physician services) d.Ambulance	\$20 copay* \$50 copay \$30 copay \$50 copay/trip	30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD	Maximum benefit for medically necessary but non-emergency services received in an emergency room is \$75/visit.
Laboratory Services	\$20 copay/test or procedure	30% after \$200 CYD	Covered charges in excess of \$350 require prior authorization.

Routine Radiological and Non-Radiological Diagnostic Imaging	\$20 copay/test or procedure	30% after \$200 CYD	Covered charges in excess of \$350 require prior authorization.
Other Diagnostic and Therapeutic Services a. Chemotherapy b. Dialysis c. Therapeutic radiology d. Allergy testing and serum injections e. Otologic evaluations f. Amniocentesis g. Other complex diagnostic and therapeutic services	\$20 copay/treatment \$20 copay/treatment \$20 copay/treatment \$10 copay/visit \$20 copay/visit \$20 copay/visit \$75 copay/test or procedure	30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD	All services require prior authorization.
Inpatient and Outpatient Surgical Services a. Surgeon b. Assistant c. Anesthetist Surgery in physician's office	\$0 copay/test or procedure \$0 copay/test or procedure \$100 copay/surgical procedure* \$20 copay/test or procedure	30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD 30% after \$200 CYD	Requires prior authorization Requires prior authorization Requires prior authorization Requires prior authorization if charges exceed \$350
Inpatient Hospital Facility Services <i>(includes inpatient x-ray and laboratory services provided as part of the inpatient stay)</i>	\$150 copay per admission	30% after \$200 CYD	Requires prior authorization
Outpatient Surgical Facility Services	\$75 copay/visit	30% after \$200 CYD	Requires prior authorization
Mental Health Services a. Outpatient group therapy b. Outpatient individual therapy c. Inpatient treatment	\$10 copay/visit \$20 copay/visit \$150 copay per admission	In-plan only In-plan only In-plan only	Maximum of 30 combined visits per calendar year Maximum of 30 combined visits per calendar year Maximum of 30 days per calendar year

Substance Abuse Services			
a.Outpatient group therapy	\$10 copay/visit	In-plan only	
b.Outpatient individual therapy	\$20 copay/visit	In-plan only	Maximum calendar year benefit of \$2,500
c.Outpatient detox	\$10 copay/visit	In-plan only	
d.Inpatient treatment	\$150 copay per admission	In-plan only	Maximum calendar year benefit of \$9,000
			<i>Maximum lifetime benefit for all inpatient and outpatient substance abuse services, excluding op group rehab & op detox, is \$39,000.</i>

* There would be no additional copayment for routine x-ray and laboratory services ordered by an in-plan participating physician as part of an office visit. There would also be no additional copayment if ordered as part of an in-plan urgent care visit. Non-plan anesthesiologists would be reimbursed at the in-plan benefit level if referred by an in-plan surgeon/physician – subject to U&C limitations.

** Member is responsible for all charges over usual and customary (U&C) limitations.

Members would continue to receive a maximum calendar year non-gynecological wellness benefit of \$300. The gynecological wellness benefit would continue as \$200/year.

The prescription drug benefit would remain unchanged at a \$4.00 copay for generic medication, \$14.00 copay for brand name prescriptions included on the formulary, and \$25.00 copy for non-formulary brand name prescriptions.

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

JUNE 28, 1999

TO:

City Council

FROM:

Rick Anderson, Director
Human Resources**SUBJECT: APPROVAL OF THE CITY'S EMPLOYEE FIDELITY BOND WITH TALBOT INSURANCE AND FINANCIAL SERVICES, INC.****PURPOSE/BACKGROUND**

This approval is being requested for the 2 year renewal premium for the Employee Fidelity Bond for the time period August 1, 1999, to August 1, 2001.

The purpose of obtaining these bonds is to meet the requirements of Chapter 282 of the Nevada Revised Statutes(NRS) and Section 2 and 3 of the Las Vegas City Charter (LLCC). NRS requires a surety bond for City employees regularly handling public money, and the LLCC requires coverage for appointive and elected offices.

FISCAL IMPACT

\$17,300 to be paid from the Self-Insurance Liability Trust Fund

RECOMMENDATIONS

To approve the award of \$17,300 to Talbot Insurance and Financial Services, Inc.

Agenda Item**50**

CITY COUNCIL

MEETING OF

JUNE 28, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

Rick Anderson, Director
Human Resources

SUBJECT:

APPROVAL OF CITY'S PROPERTY DAMAGE FIRE INSURANCE POLICY ON BUILDINGS,
CONTENTS, OUTSIDE EQUIPMENT, BOILER & MACHINERY FOR FY2000 WITH J&H MARSH
& MCLENNAN OF NEVADA, INC.**PURPOSE/BACKGROUND**

In order to provide insurance coverage to the City of Las Vegas for fire and other perils for buildings, contents, leased property, outside equipment, and boiler and machinery for FY 2000, the City has agreed to renew the existing policy at the same rate. Any increase in premium cost is due to the increase in the City's real property value.

The premium cost of property coverage through Affiliated FM Insurance Company is \$63,843.00; and the premium cost of Boiler/Machinery coverage through Chubb Group of Insurance Companies is \$11,271.00.

FISCAL IMPACT

\$75,114.00 to be paid from the Self-Insurance Liability Trust Fund

RECOMMENDATIONS

Approval of award for property insurance coverage to J&H Marsh & McLennan of Nevada, Inc., on behalf of Affiliated FM Insurance Company and Chubb Group of Insurance Companies in the amount of \$75,114.00 for FY 2000

Agenda Item

51

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 25

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF HUMAN RESOURCES -
CONSENT**

52 Approval of the 1999 Voluntary Separation Program

(Fiscal Impact: \$2,213,304 - \$3,738,826, based upon participation with costs offset by the budget savings realized during the fiscal years 2000 and 2001)

BROWN - APPROVED as amended to allow the City Manager when it is financially justified to approve the remaining separations on a case-by-case basis over the next fiscal year - **UNANIMOUS** with Ward 2 seat vacant

APPEARANCES:

RICK ANDERSON, Director, Human Resources

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

COUNCILMAN REESE thanked the Council for letting his granddaughter Taylor sit with him during the meeting.

(11:05 - 11:10)

1-1060

53 REPORT OF NEW HIRES
MAY 10 - MAY 24, 1999

POSITIONS	DEPARTMENT	MONTHLY RANGE
GENERAL FUND		
Inspector	Building & Safety	\$3,375-
(X) (2)		4,748

Office Specialist II	Neighborhood Services	\$2,229-
		3,136

INTERNAL SERVICE FUNDS

Communications Fire Specialist	Services	\$2,714-
		4,012

McDONALD - Motion to approve:

Items 5 through 51

Items 53 through 61

Items 64 through 94

-carried UNANIMOUSLY with Ward 2 seat vacantItem 4: **TABLED** under separate action
(see individual item)Item 52: **APPROVED** under separate action
(see individual item)Items 62 and 63: **STRICKEN** under separate action
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030

54 Approval of the reorganization of staffing at the Water Pollution Control Facility

(Fiscal Impact: Plant Operations and Maintenance Superintendent - \$6,178; Plant Operations Supervisor - \$5,003 - Enterprise Fund)

APPROVED - see above Item No. 53

MEETING OF

JUNE 28, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

Rick Anderson, Director
Human Resources Department

SUBJECT:

APPROVAL OF THE 1999 VOLUNTARY SEPARATION PROGRAM

PURPOSE/BACKGROUNDPURPOSE

The City has proposed offering a Voluntary Separation Program to certain employee groups that have over five years of service with the City. The benefits of such a program are designed to realign the City's workforce by accelerating the normal attrition of City employees. Such a program, since it is voluntary in nature, can provide salary and benefit savings if positions are replaced with lower salaried employees or are held vacant or eliminated. Other benefits can also be recognized from improving productivity and increasing opportunities for job mobility and promotion.

Departments must show that the cost of purchase of retirement credit or health benefits for employees participating in the Voluntary Separation Program can be recovered in a timely manner following the employee's date of separation and also show a net long-term savings to the City. Furthermore, departments must show how the employee's participation in the program will increase organizational efficiency and allow for reorganization, increased customer service improvement, and better alignment of resources with the strategic guidelines established by the City Council.

ELIGIBILITY

In order to be eligible to participate in the program, an employee must be:

- A. A City of Las Vegas employee with a minimum of five years of service; and
- B. Covered under the Appointive, City Employee's Association, City Employee's Association - Supervisory, or the Fire Supervisory units.

As a result of the growth experienced by the City and the City's commitment to public safety, the Firefighters and Fire Investigators groups have been excluded from this offer.

FISCAL IMPACT

\$2,213,304 - \$3,738,826 based upon participation with costs offset by the budget savings realized during the fiscal years 2000 and 2001

RECOMMENDATIONS

Staff recommends approval of the Voluntary Separation Program subject to the final review of participates by the City Manager with employees eligible to separate from employment with the City between July 1, 1999 and January 7, 2000

Agenda Item**52**

Page 2

INCENTIVES

The Department has offered a choice between two financial incentives for the eligible employees to select from.

Option A: The City would purchase two years of service with the Public Employees Retirement System ("PERS"), or

Option B: Cash Payout of 1.25% for every year of service with the City plus payment of the employee portion of the insurance premium for Health, Dental and Vision Insurance for 18 months.

Program participants will separate from the City between July 1, 1999 through January 7, 2000.

Currently, 74 employees have committed to participating in the Voluntary Separation Program. The final number of employees involved in this program will not be available for 2 more weeks. Following the application of the employee, department directors must review the application and approve the employee's participation in the Voluntary Separation Program. The final step in the process is the approval of the City Manager for each specific employee's participation. The City Manager will ensure that the savings goals are attained for each position. The Human Resources Department and Finance and Business Services Department will prepare quarterly briefings for members of Council throughout the Voluntary Separation Program period to keep members apprised of the process and the actual savings realized.

It is anticipated that based on the final number of participants in the program, the costs for the purchase of PERS credit and insurance benefits will be between \$2,213,304 and \$3,738,826. Based upon the replacement criteria established with each department, it is anticipated that the net savings to the City from this program during the Fiscal Years 2000 and 2001 will be between \$1,200,000 and \$2,100,000.

**CITY COUNCIL MINUTES
MEETING OF
JUNE 28, 1999**

Page 1

VERBATIM TRANSCRIPT - ITEM 52 - APPROVAL OF THE 1999 VOLUNTARY SEPARATION PROGRAM

MAYOR GOODMAN

We now will turn to Item No. 52 under the Department of Human Resources - Approval of the 1999 Voluntary Separation Program. Councilman Brown.

COUNCILMAN BROWN

Thank you, Mayor. I've asked Mr. Anderson to give us a brief overview. It is very, very important that the public understands what this Voluntary Separation Program does and especially in the fact of cost savings and reorganization efforts at the City so, with your indulgence.

RICK ANDERSON, DIRECTOR,
HUMAN RESOURCES

Good morning, Mayor and Council. I'm pleased to report to you the results of our 1999 Voluntary Separation Program. There were two main objectives to the program. One was first, wherever possible, to reduce the total labor costs associated with the services we provide to our citizens; and the other was to allow us greater flexibility in adapting our workforce to the needs of the community as we have it today. The average age - or the average years of service, excuse me, of the employee in the Voluntary Separation Program is 19 years and, as you can imagine, 19 years ago the workforce we needed was different than today.

In April we surveyed our employees and 118 expressed an interest. Of those, we have 84 before you today for approval in this program. By department, if we could have the overhead, some 8 - of the 84 employees, some 44 or half - over half of them are coming from the Public Works Department where they interact daily in providing services to our citizens in streets and parks and open spaces.

If you look at the cost and savings of the program, the salaries represent about six and a half million dollars and the cost to the program represents about 2.7 million. Because we would be filling these positions in several different ways and at lower costs, we're looking at recovering and exceeding the cost of program within two fiscal years, so that we would provide an estimated savings to the citizens of approximately \$1.4 million as a result of the action if you so approve this program today.

Finally, and just as important, in adapting our workforce there are several conditions and goals in this process. One was to hold positions vacant for six months, wherever possible; that positions had to be justified to be refilled and we looked at what level they needed to be refilled; so some could be shifted or changed. And, finally, we did in several cases have departments express a desire to hold the position vacant permanently.

**CITY COUNCIL MINUTES
MEETING OF
JUNE 28, 1999**

Page 2

VERBATIM TRANSCRIPT - ITEM 52 - APPROVAL OF THE 1999 VOLUNTARY SEPARATION PROGRAM

It's our recommendation that you approve this Voluntary Separation Program and we'd like to further recommend that you allow the City Manager, on a case by case basis where it's justified, to approve separation agreements over the course of this fiscal year.

MAYOR GOODMAN

A motion?

COUNCILMAN BROWN

Mayor, just a couple of comments. One is a few meetings back, this Council during the budget hearing had asked the City Manager to create a Position Justification Program where traditionally we hire on an as need basis in a budget cycle and if I'm not mistaken, Rick, or to the City Manager, this is part of that. These positions that will participate in the voluntary buyout or early buyout, the vacancies created will then go through this new program of position justification.

RICK ANDERSON, DIRECTOR,
HUMAN RESOURCES

Yes, sir.

COUNCILMAN BROWN

And emphasizing, I think, on the last bullet point you showed if the justification is not there through additional efficiencies, technologies, reorganizations, we will not hire back.

RICK ANDERSON, DIRECTOR,
HUMAN RESOURCES

That is correct.

COUNCILMAN BROWN

And I think, Mayor Goodman, the last few years we've really moved in this direction to try to justify what we do, why we do it, the cost involved and this is another - I'd like compliment staff on another step in the right direction.

So I would move for approval to the staff recommendation with the amended motion for approval of the Voluntary Separation Program to allow the City Manager, when it's financially justified, to approve the separations on a case by case basis over the next fiscal year.

MAYOR GOODMAN

I call for a vote on the motion as amended. Post. Motion carries. (Motion carried UNANIMOUSLY with Ward 2 seat vacant)

(END OF DISCUSSION)

/cmp

CITY COUNCIL

MEETING OF
JUNE 28, 1999

AGENDA DOCUMENTATION

TO:

CITY COUNCIL

FROM:

RICK ANDERSON, DIRECTOR
HUMAN RESOURCES DEPARTMENT

SUBJECT: APPROVAL OF REORGANIZATION OF STAFFING AT THE WATER POLLUTION CONTROL FACILITY

PURPOSE/BACKGROUND

The Water Pollution Control Facility has just recently completed a long, very productive process developing a Business Plan for the Facility with the ultimate goal to become more competitive and do business as if they were in the private sector.

The final outcome of the Plan results in no staff increases over the next few years even with the addition of the 1 MGD and 10 MGD off site plants being added to the workload. The reorganization of staff has resulted in the elimination of one management position (to be reallocated to a lower level position) with those duties being assumed by the newly created position of Plant Operations and Maintenance Superintendent (Position Creation or Change Request Form attached). This position will be responsible for overseeing the daily operations and maintenance of the Plant with direct supervision over one Plant Operations Supervisor, responsible for three shifts each day (Position Creation or Change Request Form attached) and two Facility Maintenance Supervisors.

These two positions are key to the success of the implementation of the Business Plan. Obviously, when any major change occurs in an organizational structure, the lead positions are critical in insuring the plan is carried out successfully - these two positions will have that responsibility.

FISCAL IMPACT

The annualized fiscal impact to the Enterprise Fund for FY1999 for the upgrades to these two positions is:

Plant Operations and Maintenance Superintendent:	\$6,178
Plant Operations Supervisor:	<u>\$5,003</u>
TOTAL FY1999 Impact to Enterprise Fund	\$11,181

RECOMMENDATION

It is recommended that the proposed position upgrades for the above two positions be approved.

AGENDA ITEM

54

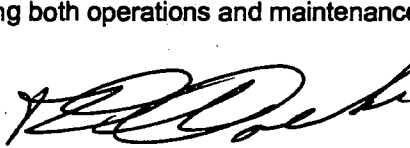
POSITION CREATION OR CHANGE REQUEST

To be used outside budget process

Requesting Dept:	Public Works		Date Initiated:	5/24/99
Contact Person:	Dave Mendenhall			
Extension:	6188	Target Agenda Date:		not required
Type of Request: (choose one only)	☒ Create regular position	☐ Create hourly position		
	☒ Upgrade existing position	☐ Create contract position		
	☐ Convert hourly to regular position	☐ Create temporary position		
	☐ Downgrade existing position			
Current Data:	PCN: 2829			
	Current Grade: AP.7			
	Current Job: Plant Operations Superintendent			
Proposed:	Job: Plant Operations & Maintenance Supt		Fill Date:	immediately
	Grade: EX.1	Hours/week: 40	Duration:	on-going
	Funding Source:	General Fund	Special Revenue	
	☒ Enterprise		☐ Internal Service	

Justification: In the box below, please explain briefly, but thoroughly, why this request is needed.

the Business Plan, it was recommended that the Plant Operations and Plant Maintenance Superintendent positions be combined. This will provide a single point of responsibility for the operation and maintenance of all WPCF facilities and allow the Division Manager to focus on administrative duties. The increase in grade is due to the additional responsibilities that will be added (supervising both operations and maintenance sections).



6.3.99

FORWARD TO HUMAN RESOURCES

Dept. Director Signature & Date

DLM

Human Resources SectionIdentified Job **Plant Operations & Maintenance Superintendent**Grade: **EX.1**

Notes: Terry Hughes will receive a 5% increase, changing his salary from \$70,387 to \$73,906.

HR approval to proceed with request:

Date: _____

HR Director signature

Date: **6-4-99**

FORWARD TO FINANCE

Finance Section

Fiscal impact of salary plus benefits:

FY 2000
Current fiscal year \$ **6178**Annualized \$ **6178**Calculated by: **Wutch**Date **6-9-99**

RETURN TO HUMAN RESOURCES

City Manager's Office Section

☐ Annualized fiscal impact is less than \$5,000; request is approved; City Council approval is not required.

☒ Annualized fiscal impact is equal to or greater than \$5,000; approval to place this position request on the City Council agenda is granted.

Signature: **K. John McNeely**Date: **6-17-99**

RETURN TO HUMAN RESOURCES

THIS SECTION NOT REQUIRED FOR HOURLY POSITION REQUESTS.

If City Council approval is required, a copy of this form, with all information and signatures completed, must accompany the agenda documentation sent to the City Clerk's Office no later than the agenda due date. If this date cannot be met, the item will be deferred to the following Council meeting.

Impact.xls
Appt-Upgrade
6/7/99

City of Las Vegas
Finance Budget Division

Appointive to Executive Fiscal Impact Calculation-

Plant Operations Supt. to Plant Operations & Maint. Supt.

Elements	Current Fiscal Year	Annualized
Biweekly Base Salary - Current Grade (A07) - actual (with FY2000 COLA)	\$ 2,801.95	\$ 72,850.75
Base Salary - Proposed Position Grade (EX1) - 5% increase (with FY2000 COLA)	\$ 2,942.05	\$ 76,493.29
PERS Contribution Rate	18.75%	18.75%
Workers Compensation Rate - up to \$36,000 = \$1,260 ma	3.50%	3.50%
Medicare:	1.45%	1.45%
Insurance (per pay period)	\$ 100.00	\$ 2,730.00
Allowances (generally none): Executives (see Classification Report):		
Car		\$ -
Benefits	\$ 150.00	\$ 1,800.00
Current Position Salary & Benefit Cost	3,516.41	91,556.60
Proposed Position Salary & Benefit Cost	3,754.04	97,734.93
Number of Pay Periods Remaining in Current Fiscal Year	26.0	
Unbudgeted Fiscal Impact	\$ 6,178	\$ 6,178

POSITION CREATION OR CHANGE REQUEST

To be used outside budget process

Requesting Dept:	Public Works		Date Initiated:	6/10/99
Contact Person:	Dave Mendenhall			
Extension:	6188	Target Agenda Date:		6/28 or 7/12
Type of Request: (choose one only)	☒ Create regular position	☐ Create hourly position		
	☒ Upgrade existing position	☐ Create contract position		
	☐ Convert hourly to regular position	☐ Create temporary position		
	☐ Downgrade existing position			
Current Data:	PCN: new in budget #10174			
	Current Grade: CS.47			
	Current Job: Asst Plant Operations Supervisor			
Proposed:	Job: Plant Operations Supervisor		Fill Date:	mid-August
	Grade: CS.50	Hours/week: 40	Duration:	on-going
	Funding Source:	☒ General Fund	☐ Special Revenue	
		☒ Enterprise	☐ Internal Service	

Justification: In the box below, please explain briefly, but thoroughly, why this request is needed.
 e attached.

FORWARD TO HUMAN RESOURCES

Dept. Director Signature & Date

Human Resources Section

Identified Job **Plant Operations Supervisor**Grade: **CS.50**

Notes: The position is vacant. The revised class spec was approved at the June 9 Civil Service Board.

HR approval to proceed with request:

Date:

HR Director signature

Date:

FORWARD TO FINANCE

Finance Section

Fiscal impact of salary plus benefits:

FY2000
Current fiscal year \$ **4,425**Annualized \$ **5,003**Calculated by: *kluth*Date **6-16-99**

RETURN TO HUMAN RESOURCES

City Manager's Office Section

☐ Annualized fiscal impact is less than \$5,000; request is approved; City Council approval is not required.

☐ Annualized fiscal impact is equal to or greater than \$5,000; approval to place this position request on the City Council agenda is granted.

Signature:

Date:

RETURN TO HUMAN RESOURCES

THIS SECTION NOT REQUIRED FOR HOURLY POSITION REQUESTS.

If City Council approval is required, a copy of this form, with all information and signatures completed, must accompany the agenda documentation sent to the City Clerk's Office no later than the agenda due date. If this date cannot be met, the item will be deferred to the following Council meeting.

This position was just approved in the budget at the same grade it had been placed in previously. It had been vacant for some time, was deleted, and with the Water Pollution Control Facility reorganization now underway, was reinstated and will be filled.

In revising the original class spec, including the experience and certification required, and reviewing the plant's planned staffing levels and the position's scope of responsibility, it was apparent that this position should be assigned to a higher grade. It currently is the same grade as the Asst. Plant Maintenance Supervisor, which requires two years less experience and no certifications. The Operations Supervisor has four subordinate Shift Supervisors reporting to it, whereas the Maintenance Supervisor is the first line supervisor. The Operations Supervisor is a single position with a staff of 40. The Maintenance Supervisor has two positions: the mechanical area has a staff of 19 and the electrical has a staff of 13.

HR and CEA have reviewed this proposed grade and concur.

Impact.xls
CEA-Upgrade-Pos
6/11/99

City of Las Vegas
Finance Business Services
Finance Budget Division

CEA Position Fiscal Impact Calculation-

Position Upgrade - Asst. Plant Operations Supervisor to Plant Operations Supervisor

Elements	Current Fiscal Year	Annualized
Biweekly Base Salary - Current: Grade CC 47, midpoint-Step 4	\$ 2,108.09	\$ 54,810.29
Base Salary - Proposed Position Grade CC50, midpoint-Step 4	\$ 2,268.16	\$ 58,972.19
PERS Contribution Rate	18.75%	18.75%
Workers Compensation Rate (up to \$36,000 cap)	3.50%	3.50%
Medicare:	1.45%	1.45%
Insurance (per pay period)	No change	No change
Allowances (certain positions - \$100-\$230):		
Uniforms		\$ -
Shoes	\$ 100.00	\$ 100.00
Tools		\$ -
Current Position Salary & Benefit Cost	2,586.23	67,241.97
Proposed Position Salary & Benefit Cost	2,778.64	72,244.57
Number of Pay Periods Remaining in Current Fiscal Year - expected effective date of August 9, 1999	23.0	
Unbudgeted Fiscal Impact	\$ 4,425	\$ 5,003

Calculation:

Current Position & Proposed Position Salary & Benefit Cost = Employee Current Grade/Step Rate or, if vacant, Base Salary-mid point
+ [Base Salary x (PERS Rate + Workman's Comp Rate + Medicare Rate)] + Insurance Rate + Allowances
Proposed position based on Proposed Grade/Step - closest step to 5% increase or mid point

Unbudgeted Fiscal Impact - Current Fiscal Year = (Unbudgeted Fiscal Impact Per Pay Period Current - Unbudgeted Fiscal Impact
Proposed) x Pay Periods Remaining in Current Year

Unbudgeted Fiscal Impact - Annualized = Unbudgeted Fiscal Impact Per Pay Period Current - Unbudgeted Fiscal Impact Per Pay Period
Proposed) x 26 (Pay Periods in a year)

Biweekly base salary includes FY2000 COLA

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 26

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF LEISURE SERVICES -
CONSENT**

55

Approval of the interlocal agreement between Clark County, City of Las Vegas and the Clark County School District for development and maintenance of a park at Washington Avenue and Tonopah Drive

(Fiscal Impact: Approximate Annual
Maintenance Impact - \$15,000)

McDONALD - Motion to approve:**Items 5 through 51****Items 53 through 61****Items 64 through 94****-carried UNANIMOUSLY with Ward 2 seat vacant****Item 4:****TABLED under separate action**
(see individual item)**Item 52:****APPROVED under separate action**
(see individual item)**Items 62 and 63:****STRICKEN under separate action**
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030

CITY COUNCIL

MEETING OF

JUNE 28, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

DAVID L. KUIPER, DIRECTOR
DEPARTMENT OF LEISURE SERVICES

SUBJECT:

APPROVAL OF THE INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY, CITY OF LAS
VEGAS AND THE CLARK COUNTY SCHOOL DISTRICT FOR DEVELOPMENT AND
MAINTENANCE OF A PARK AT WASHINGTON AVENUE AND TONOPAH DRIVE**PURPOSE/BACKGROUND**Cooperative agreement for the development, operation and maintenance of a public park located at
Washington Avenue and Tonopah Drive.**FISCAL IMPACT**No capital impact. Construction by Clark County. Annual maintenance impact
approximately \$15,000.**RECOMMENDATIONS**

The Department of Leisure Services recommend City Council approval.

Agenda Item**55**

AUG 11 1999

RESOLUTION ADOPTING COOPERATIVE AGREEMENT

BE IT RESOLVED by the Board of County Commissioners of Clark County, Nevada, the City Council of the City of Las Vegas, Nevada, and the Clark County School District, all political subdivisions of the State of Nevada, that the following Cooperative Agreement is hereby approved:

COOPERATIVE AGREEMENT FOR THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A PUBLIC PARK LOCATED AT WASHINGTON AVENUE AND TONOPAH DRIVE

This Agreement is made and entered into this 3rd day of July, 1999 by and among the County of Clark (hereinafter referred to as "COUNTY"), the City of Las Vegas (hereinafter referred to as "CITY"), and the Clark County School District (hereinafter referred to as "DISTRICT"), all being political subdivision of the State of Nevada.

RECITALS

The COUNTY is authorized, pursuant to NRS 244.307, to spend County money for the construction, reconstruction, improvement or repair of any recreational or cultural facility, the title to which is held by the DISTRICT located within the COUNTY.

The CITY is authorized, pursuant to NRS 268.730, to operate and maintain parks and recreational facilities.

The COUNTY, the CITY, and the DISTRICT are authorized, pursuant to NRS 277.045, to enter into a cooperative agreement for the performance of any governmental function, including the furnishing of personnel, equipment, property, or facilities of any kind, or the payment of money and are authorized, pursuant to NRS 277.180, to contract with each other to perform any governmental service, activity, or undertaking which any of them are authorized by law to perform.

The DISTRICT, holds title to real property (hereinafter referred to as "PARK") located at the intersection of Washington Avenue and Tonopah Drive, Las Vegas, Nevada immediately adjacent to the Yvonne Atkinson Gates Early Childhood Center, which is located within the COUNTY.

The Clark County Board of County Commissioners finds that a substantial benefit will be derived by the inhabitants of the COUNTY as a whole, by the expenditure of COUNTY funds as provided for in this Agreement.

NOW, THEREFORE, the COUNTY, the CITY, and the DISTRICT agree as follows:

1. The DISTRICT authorizes the COUNTY to enter the PARK for the purposes set out in this Cooperative Agreement.
2. The COUNTY shall prepare a development plan for the planning and construction of recreational and cultural facilities (PARK Improvements) for the PARK to be reviewed and approved by the CITY and the DISTRICT.
3. The COUNTY shall be responsible for the design and construction of the PARK Improvements, consistent with the development plan prepared by the COUNTY and approved by the CITY and the DISTRICT, for an amount not to exceed \$300,000. The naming of the PARK shall be decided by the Board of School Trustees' School Name Committee in accordance with Clark County School District Regulation 7223.
4. All parties agree to joint recognition on signage for the PARK. Sign design and co-public entity logos shall be agreed upon by all parties. No party shall unreasonably withhold approval.

5. Upon completion of the PARK Improvements that are the subject of this Cooperative Agreement, the COUNTY will convey all title and interest in the improvements to the SCHOOL DISTRICT, and the COUNTY will have no further interest or responsibility for the PARK or for the PARK Improvements.
6. Upon the conveyance by the COUNTY of title and interest in the PARK Improvements to the SCHOOL DISTRICT, the CITY will become responsible for the programming, operation and maintenance of the PARK.
7. The CITY shall provide programming, operation and maintenance services to the PARK. The CITY shall provide all personnel, equipment, and supplies, and pay all operating and maintenance costs associated with these activities.
8. The CITY's obligation to provide the services set forth in Paragraph 7 of this Cooperative Agreement shall continue for a term of five years from the conveyance to the DISTRICT. Upon expiration of the initial term, by mutual agreement of the CITY and the DISTRICT, the CITY's responsibility for programming, operation and maintenance of the PARK may be renewed for successive terms, not to exceed five years each, over the next forty-five years.
9. The COUNTY does not intend to benefit any person who is not a part of this agreement, nor to assume any duty beyond that imposed by the general statutory law and regulations.
10. The laws of the State of Nevada shall govern the validity, construction, and effect of this Agreement.
11. Each governmental entity shall be liable for its own negligence in accordance with general law of the State of Nevada, including and subject to the limitations of NRS Chapter 41.

12. In the event of a breach of any portion of this Agreement, the non-breaching party shall give the breaching party notice in writing of the facts constituting the breach. The breaching party shall have thirty (30) days after receipt of the notice to cure the breach. If the breach is not cured within thirty (30) days after of the notice, the non-breaching party shall have the right to terminate this Agreement and pursue any other remedy provided by Nevada law.
13. Any notice required or appropriate under this Agreement shall be in writing and shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or the United States mail at the following addresses:

COUNTY: County Manager
Clark County
500 S. Grand Central Parkway
Las Vegas, NV 89155-1111

CITY: City Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

DISTRICT: Clark County School District
Assistant Superintendent
Facilities & Transportation Services Division
4828 South Pearl Street
Las Vegas, NV 89121

14. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns. Any attempt by the CITY to assign any rights or delegate any duties arising from this Agreement without the written consent of the COUNTY shall be void.

15. The COUNTY does not intend to appoint the CITY or any of its officers or employees as agents, to create a joint venture, or to otherwise allow the CITY or any of its officers or employees to create or assume any obligation, responsibility, or duty for the COUNTY.

16. This Agreement will commence upon its approval and signature by the COUNTY, the CITY, and the DISTRICT.

CLARK COUNTY
BOARD OF COMMISSIONERS

B. Woodbury
Bruce L. Woodbury, Chairman
8/3/99

ATTEST:

Shirley B. Parraguirre
Shirley B. Parraguirre, County Clerk

Approved as to Form
Stewart L. Bell, District Attorney

Carolyn Campbell for
By: Clifford M. Jeffers

Attest;

By Barbara Jo Rognemus
BARBARA JO RGNEMUS, City Clerk

CITY OF LAS VEGAS

Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Approved as to Form

John Redlein
John Redlein, City Attorney

CLARK COUNTY SCHOOL DISTRICT

Ruth L. Johnson
Ruth L. Johnson, President

ATTEST:

Larry P. Mason
Larry P. Mason, Clerk

Approved as to Form

C.W. Hoffman Jr. 4/23/99
C.W. Hoffman, Jr. General Counsel

JUNE 28, 1999

AGENDA & MINUTES

Page 27

ITEM

ACTION

56

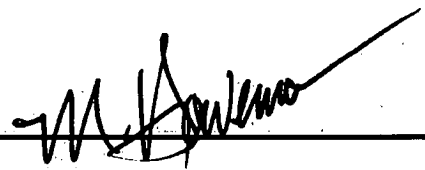
57

58

59

60

APPROVED - see above

CITY COUNCILMEETING OF
June 28, 1999**AGENDA DOCUMENTATION****TO:**
CITY COUNCIL
FROM:
MICHAEL HAVEMANN, COURT ADMINISTRATOR
MUNICIPAL COURT**SUBJECT: APPROVAL FOR INSTRUCTORS AND SPEAKER SERVICES FOR MUNICIPAL COURT
ORDERED DEFENDANT CLASSES PROVIDED BY THE COURT'S ALTERNATIVE
SENTENCING AND EDUCATION DIVISION****PURPOSE/BACKGROUND**

THIS REQUEST PROVIDES FOR INSTRUCTORS TO CONDUCT CLASSES ON DOMESTIC VIOLENCE AWARENESS, DRIVING UNDER THE INFLUENCE, PETIT LARCENY, IMPULSE CONTROL, SUBSTANCE ABUSE, COACHING THE EXPERIENCED DRIVER LEVELS I AND II, ATTITUDINAL DYNAMICS OF DRIVING, ALIVE AT 25, AND DEFENSIVE DRIVING AWARENESS TRAFFIC SAFETY CLASSES AS WELL AS SPEAKER SERVICES FOR THE FIRST OFFENDER PROSTITUTION PROGRAM (FOPP) CLASSES, TO BE ADMINISTERED BY THE MUNICIPAL COURT DEPARTMENT'S ALTERNATIVE SENTENCING AND EDUCATION DIVISION FOR THE PERIOD FROM JULY 1, 1999 THROUGH JUNE 30, 2000.

THIS REQUEST IS EXEMPT FROM COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO NRS 332.115 1.(b), PROFESSIONAL SERVICES.

DURING THE CONTRACT PERIOD, ADDITIONAL INSTRUCTORS AND SPEAKERS MAY BE ADDED TO COMPLETE SCHEDULING REQUIREMENTS.

FISCAL IMPACT

FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THAT THE CITY COUNCIL APPROVE THE REQUEST FOR THE FOLLOWING INSTRUCTORS/SPEAKERS AND ANY OTHER INSTRUCTORS/SPEAKERS DEEMED NECESSARY, IN THE ANNUAL AGGREGATE AMOUNT OF \$224,700.

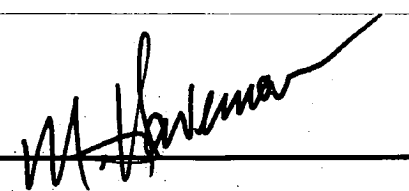
<i>MISDEMEANOR PROGRAMS</i>	<i>TRAFFIC SCHOOL</i>	<i>FIRST OFFENDER PROSTITUTION PROGRAM</i>
CHARLES DIPINTO	IRENE BOOTH	SARA SMITS HUNCOVSKY
MARIA EMILIA GUENENCHEA	JOHN HARNEY	ROSELINE E. POUINARD
C. J. MCLAURIN	HECTOR MANCILLAS	SANDRA WILLIAMS
GAIL MOSES	DAVID MOODY	LAS VEGAS METROPOLITAN POLICE DEPT.
KEITH ROYLANCE	GAIL MOSES	CLARK COUNTY HEALTH DISTRICT
CLARENCE A. SUTTON	GARY PLANCHON	
BENJAMIN WRIGHT	ROGER RIONDA	
	JAMES STILES	
	EDDIE WASHINGTON	
\$105,000	\$99,000	\$20,700

PREPARED BY

Sandra Scott, Manager, Alternative Sentencing and Education Division

AGENDA ITEM

56

CITY COUNCILMEETING OF
June 28, 1999**AGENDA DOCUMENTATION****TO:**
CITY COUNCIL
FROM:
MICHAEL HAVEMANN, COURT ADMINISTRATOR
MUNICIPAL COURT**SUBJECT: ANNUAL APPROVAL OF INTERPRETATION SERVICES FOR MUNICIPAL COURT****PURPOSE/BACKGROUND**

THIS REQUEST PROVIDES FOR CERTIFIED COURT INTERPRETERS TO PROVIDE INTERPRETATION SERVICES FOR DEFENDANTS APPEARING IN MUNICIPAL COURT FOR THE PERIOD JULY 1, 1999 THROUGH JUNE 30, 2000.

THIS REQUEST IS EXEMPT FROM COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO NRS 332.115 1.(b), PROFESSIONAL SERVICES.

DURING THE CONTRACT PERIOD, ADDITIONAL INDIVIDUAL INTERPRETERS MAY BE ADDED TO PROVIDE COVERAGE AS REQUIRED.

FISCAL IMPACT

FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THAT THE CITY COUNCIL APPROVE THE SERVICES OF THE FOLLOWING CERTIFIED COURT INTERPRETERS AND ANY OTHER CERTIFIED COURT INTERPRETERS DEEMED NECESSARY, IN THE ANNUAL AGGREGATE AMOUNT OF \$120,000.

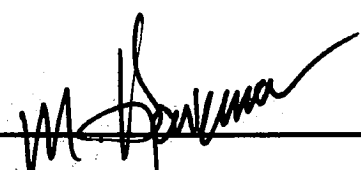
BETTE ANDRADE
ARSEN BAZIYANTS
MICHAEL BERRY
ED BRONDO
BETTY CHAN
GARY DERTAZOU
FRANK GEVAY
ALICIA HAAS
MIRIAM JIMENEZ
GEORGE KIELAK
NELSON MACKENNA
XUAN MCGIMSEY
SAMMY MILBURN
SILVIA PAGE
MIRIAM RODRIGUEZ
SUPASONG SUKSANGASOPHON

THIRAWAT APICHONRATTANAKORN
WERNER BECKERT
CATHERINE BLACK
MIGNON CARDENAS
YOUNG CHU COOPER
STEVE ESCALONA
EDWARD GOLDMAN
YUL HAASMAN
ROY KAWAGUCHI
YOUNG LEW
FRANCISCO MADRIGAL
MICHELE MCLEOD
FERETI MOENOA
MARIA PETERS
MICHELLE ROTH
LAURA VILLAR

MILDRED ARGUERO
DORIS BENE
WAI-MEI BORGEL
VERONICA CEPEDA
LUCRECIA DEBLANCK
SOLEDAD GARCIA-CARRILLO
DESSISLAVA GUEORGUEVA
SONNY HONG
TESHAGER KELKAY
ALEXANDER LINCOLN
CHRIS MCCRELESS
IVONNE MELANNIE
LELAND PAGE
CARIDAD PFEIFFER
GERMAN SANTANILLA
ALEX YOUNG

PREPARED BY

TONY ANDERSON

CITY COUNCILMEETING OF
June 28, 1999**AGENDA DOCUMENTATION****TO:**
CITY COUNCIL
FROM:
MICHAEL HAVEMANN, COURT ADMINISTRATOR
MUNICIPAL COURT**SUBJECT: ANNUAL APPROVAL OF COURT APPOINTED PUBLIC DEFENDER REPRESENTATIVE
SERVICES FOR MUNICIPAL COURT****PURPOSE/BACKGROUND**

THIS REQUEST PROVIDES FOR COURT APPOINTED PUBLIC DEFENDER REPRESENTATION OF DEFENDANTS WHENEVER THE COURT DETERMINES THERE IS A CONFLICT OF INTEREST FOR THE PERIOD JULY 1, 1999 THROUGH JUNE 30, 2000.

THIS REQUEST IS EXEMPT FROM COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO NRS 332.115 1.(b), PROFESSIONAL SERVICES.

DURING THE CONTRACT PERIOD, ADDITIONAL INDIVIDUAL PUBLIC DEFENDERS MAY BE ADDED TO PROVIDE COVERAGE AS REQUIRED.

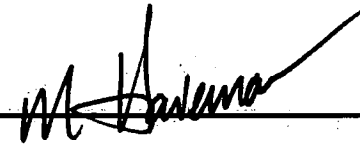
FISCAL IMPACT

FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THAT THE CITY COUNCIL APPROVE THE ANNUAL SERVICES OF COURT APPOINTED PUBLIC DEFENDER REPRESENTATIVES AS DEEMED NECESSARY, IN THE ANNUAL AGGREGATE AMOUNT OF \$46,000.

PREPARED BY**TONY ANDERSON**

CITY COUNCILMEETING OF
June 28, 1999**AGENDA DOCUMENTATION****TO:**
CITY COUNCIL
FROM:
MICHAEL HAVEMANN, COURT ADMINISTRATOR
MUNICIPAL COURT**SUBJECT: ANNUAL APPROVAL OF ALTERNATE JUDGE SERVICES FOR MUNICIPAL COURT****PURPOSE/BACKGROUND**

THIS REQUEST PROVIDES FOR ALTERNATE JUDGES TO COVER COURT PROCEEDINGS AS NEEDED BY MUNICIPAL COURT FOR THE PERIOD JULY 1, 1999 THROUGH JUNE 30, 2000.

THIS REQUEST IS EXEMPT FROM COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO NRS 332.115 1.(b), PROFESSIONAL SERVICES.

DURING THE CONTRACT PERIOD, ADDITIONAL INDIVIDUAL ALTERNATE JUDGES MAY BE ADDED TO PROVIDE COVERAGE AS REQUIRED WITH PRIOR APPROVAL FROM THE MAYOR.

FISCAL IMPACT

FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THAT THE CITY COUNCIL APPROVE THE SERVICES OF THE FOLLOWING ALTERNATE JUDGES AS DEEMED NECESSARY, IN THE ANNUAL AGGREGATE AMOUNT OF \$60,000.

RONALD G. BARRON
NEIL J. BELLER
EDWARD M. BERNSTEIN
KENDAL S. BIRD
VICTOR N. BUNITSKY
JOHN A. CURTAS
KYM SAMUEL CUSHING
RONALD DALRYMPLE
LARRY KETZENBERGER
LYNN KIRSH
ROBERT T. KNOTT, JR
GARY D. LANG
JOHN P LAVERY

CUTHBERT E. A. MACK
STEVEN J. MACK
BRENT MICHAELS
LAWRENCE M. MOORE
WALTER V. NORWOOD
ROBERT S. QUALEY
NATHANIEL J. REED
SUSAN WILLIAMS SCANN
BRUCE SHAPIRO
THOMAS SHEETS
GERALD D. WAITE
LARRY J. WEINSTEEN

PREPARED BY

TONY ANDERSON

CITY COUNCILMEETING OF
June 28, 1999**AGENDA DOCUMENTATION****TO:**
CITY COUNCIL**FROM:**
MICHAEL HAVEMANN, COURT ADMINISTRATOR
MUNICIPAL COURT**SUBJECT: APPROVAL FOR INTERPRETERS FOR MUNICIPAL COURT ORDERED DEFENDANT CLASSES, APPOINTMENTS, AND OTHER COMMUNICATION WITH DEFENDANT CLIENTS PROVIDED BY THE COURT'S ALTERNATIVE SENTENCING AND EDUCATION DIVISION****PURPOSE/BACKGROUND**

THIS REQUEST PROVIDES FOR INTERPRETERS TO PROVIDE SIMULTANEOUS INTERPRETATION OF CLASSES, APPOINTMENTS, AND OTHER COMMUNICATION WITH DEFENDANT CLIENTS ON DOMESTIC VIOLENCE AWARENESS, DRIVING UNDER THE INFLUENCE, PETIT LARCENY, IMPULSE CONTROL, SUBSTANCE ABUSE, COACHING THE EXPERIENCED DRIVER LEVELS I AND II, ATTITUDINAL DYNAMICS OF DRIVING, ALIVE AT 25, AND DEFENSIVE DRIVING AWARENESS TRAFFIC SAFETY CLASSES AS WELL AS SPEAKER SERVICING FOR THE FIRST OFFENDER PROSTITUTION PROGRAM (FOPP) CLASSES, TO BE ADMINISTERED BY THE MUNICIPAL COURT DEPARTMENT'S ALTERNATIVE SENTENCING AND EDUCATION DIVISION FOR THE PERIOD FROM JULY 1, 1999 THROUGH JUNE 30, 2000.

THIS REQUEST IS EXEMPT FROM COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO NRS 332.115 1.(b), PROFESSIONAL SERVICES.

DURING THE CONTRACT PERIOD, ADDITIONAL INDIVIDUAL INTERPRETERS MAY BE ADDED TO COMPLETE SCHEDULING REQUIREMENTS.

FISCAL IMPACT

FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THAT THE CITY COUNCIL APPROVE THE FOLLOWING INTERPRETERS AND ANY OTHER INTERPRETERS DEEMED NECESSARY, IN THE ANNUAL AGGREGATE AMOUNT OF \$27,000.

<i>INTERPRETING SERVICES FOR A.S.E.D.'S MISDEMEANOR PROGRAMS, TRAFFIC SCHOOL, AND FIRST OFFENDER PROSTITUTION PROGRAM</i>	
MIRIAM JIMENEZ - LAS VEGAS INTERPRETERS CONNECTION	\$7,500
VIVIAN WRIGHT - LANGUAGE NETWORK	\$7,500
INDIVIDUAL INTERPRETERS	\$12,000
<i>AGGREGATE TOTAL</i>	\$27,000

PREPARED BY

Sandra Scott, Manager, Alternative Sentencing and Education Division

AGENDA ITEM

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 28

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****ACCEPTANCE OF RIGHT OF WAY ITEMS****GRANT DEEDS**

- 61 From: PERMA-BILT, A NEVADA
CORPORATION
- To: City of Las Vegas
- For: Portions of the East Half (E ½) of Section
12, T20S, R59E, M.D.M. for dedication of
the Gowan Road realignment (60'),
located west of Hualapai Way
(Previously recorded in the Office of the
Recorder, Clark County, Nevada in Book
990609 as Instrument Number 00401)
(6-1-99) 137-12-601-009

McDONALD - Motion to approve:**Items 5 through 51****Items 53 through 61****Items 64 through 94****-carried UNANIMOUSLY with Ward 2 seat vacant****Item 4:****TABLED under separate action****(see individual item)****Item 52:****APPROVED under separate action****(see individual item)****Items 62 and 63:****STRICKEN under separate action****(see individual items)**

There was no discussion.

(11:04 - 11:05)

1-1030

- 62 From: ANTONIO MORENO, AN UNMARRIED
MAN
- To: City of Las Vegas
- For: Portion of the Southeast Quarter (SE ¼)
of Section 27, T20S, R61E, M.D.M. for
dedication of a 54' radius located on the
northwest corner of Las Vegas Boulevard
and Bonanza Road
(6-1-99) 139-27-812-006

**McDONALD - Motion to bring forward and STRIKE items
62 and 63, Hold in ABEYANCE item 104 to 7/26/99 and 108
to 7/12/99, and TABLE item 4 - carried UNANIMOUSLY
with Ward 2 seat vacant and GOODMAN abstaining on
Item 4 to avoid any conflict as he owns property near
APEX and one of his partners has been contacted to
represent Silver State Disposal**

There was no related discussion.

(10:54 - 10:57)

1-675

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 29

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT**GRANT DEED

63

From: ROSANNE MOSS, TRUSTEE OF THE
"MOSS FAMILY TRUST"

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼)
of Section 27, T20S, R61E, M.D.M. for
right of way dedication located on Las
Vegas Boulevard, north of Bonanza
Road
(5-27-99) 139-27-812-005**McDONALD - Motion to bring forward and STRIKE items
62 and 63, Hold In ABEYANCE item 104 to 7/26/99 and 108
to 7/12/99, and TABLE item 4 - carried UNANIMOUSLY
with Ward 2 seat vacant and GOODMAN abstaining on
item 4 to avoid any conflict as he owns property near
APEX and one of his partners has been contacted to
represent Silver State Disposal**

There was no related discussion.

(10:54 - 10:57)

1-675

RIGHT OF WAY GRANT FOR DRAINAGE
PURPOSES

64

From: MOUNTAIN SPA RESIDENTIAL
DEVELOPMENT, LLC, A NEVADA
LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼)
of Section 10 and the East Half (E ½) of
Section 9, T19S, R60E, M.D.M., for a
drainage easement located north of
Racel Street and westerly of Buffalo
Drive
(6-1-99) 125-09-710-005**McDONALD - Motion to approve:****Items 5 through 51****Items 53 through 61****Items 64 through 94****-carried UNANIMOUSLY with Ward 2 seat vacant****Item 4: TABLED under separate action
(see individual item)****Item 52: APPROVED under separate action
(see individual item)****Items 62 and 63: STRICKEN under separate action
(see individual items)**

There was no discussion.

(11:04 - 11:05)

1-1030

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 30

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANT FOR INGRESS AND
EGRESS PURPOSES**

65

From: BUFFALO & LAKE MEAD BLVD., LLC

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 22, T20S, R60E, M.D.M. for
an ingress and egress easement located
on the south side of Lake Mead
Boulevard, west of Tenaya Way
(5-13-99) 138-22-302-008

McDONALD - Motion to approve:**Items 5 through 51****Items 53 through 61****Items 64 through 94****-carried UNANIMOUSLY with Ward 2 seat vacant****Item 4:****TABLED under separate action
(see individual item)****Item 52:****APPROVED under separate action
(see individual item)****Items 62 and 63:****STRICKEN under separate action
(see individual items)**

There was no discussion.

(11:04 - 11:05)

1-1030

**RIGHT OF WAY GRANT FOR SIGHT
VISIBILITY RESTRICTION PURPOSES**

66

From: BUFFALO & LAKE MEAD BLVD., LLC

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 22, T20S, R60E, M.D.M. for a
sight visibility restriction easement
located on the south side of Lake Mead
Boulevard, west of Tenaya Way
(5-13-99) 138-22-302-008

APPROVED - see above

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 31

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT**GRANT OF EASEMENT

67

From: CHANDRA BRUCE, A SINGLE WOMAN

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼) of Section 28, T20S, R61E, M.D.M., for a security wall easement lying within Bonanza Village bounded by Vegas Drive, Martin L. King Boulevard, Washington Avenue and Tonopah Drive
(5-27-99) 139-28-210-001

McDONALD - Motion to approve:**Items 5 through 51****Items 53 through 61****Items 64 through 94****-carried UNANIMOUSLY with Ward 2 seat vacant****Item 4:****TABLED under separate action**
(see individual item)**Item 52:****APPROVED under separate action**
(see individual item)**Items 62 and 63:****STRICKEN under separate action**
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030RIGHT OF WAY GRANT

68

From: CITY OF LAS VEGAS, A MUNICIPAL CORPORATION

To: Nevada Division Central Telephone Company

For: Portion of the Southeast Quarter (SE ¼) of Section 36, T20S, R61E, M.D.M., for an easement to install telephone and communication facilities to serve the Las Vegas Spectrum located on the east side of Spectrum Boulevard, south of Technology Court
139-36-710-018

APPROVED - see above

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 32

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT**

69

**WILLIAM & LISA KING, DALE & LYNETTE
STEWART, AND JESSE & LEAANN FERRER,**
Owners(Lone Mountain Road and Tomsik Street -
Cassian Court residential subdivision)

Request to connect three vacant lots, totaling approximately 6.6 acres, with a proposed usage of a residential subdivision, to the City sewer from property located in Clark County at the northwest corner of Red Coach Avenue and Tomsik Street; applicant proposes to connect to the existing 24 inch line located in Lone Mountain Road; the developer will be required to extend the line to the proposed development; the City limit is located adjacent to this site

Recommendation: Approval, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the interlocal contract

McDONALD - Motion to approve:

Items 5 through 51

Items 53 through 61

Items 64 through 94

-carried UNANIMOUSLY with Ward 2 seat vacant**Item 4:****TABLED under separate action**
(see individual item)**Item 52:****APPROVED under separate action**
(see individual item)**Items 62 and 63:****STRICKEN under separate action**
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030

CITY COUNCIL

MEETING OF

JUNE 28, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - WILLIAM & LISA KING, DALE & LYNETTE STEWART, AND JESSE & LEAANN FERRER, OWNERS (LONE MOUNTAIN ROAD AND TOMSIK STREET - CASSIAN COURT RESIDENTIAL SUBDIVISION)

PURPOSE/BACKGROUND

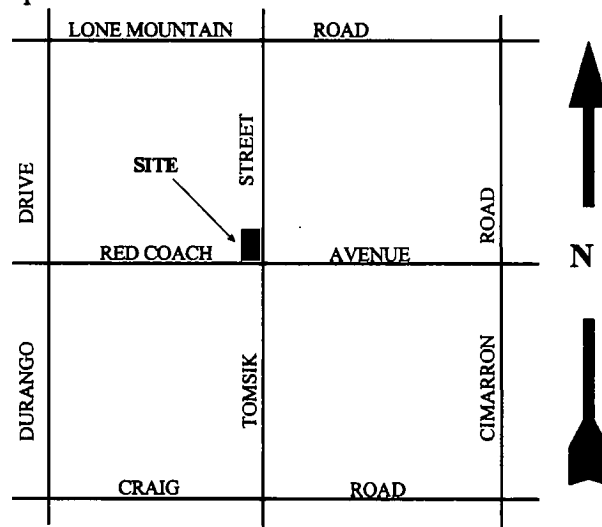
This request is to connect three vacant lots, totaling approximately 6.6 acres, with a proposed usage of a residential subdivision, to the City sewer from property located in Clark County at the northwest corner of Red Coach Avenue and Tomsik Street.

The applicant proposes to connect to the existing 24" line located in Lone Mountain Road. The developer will be required to extend the line to the proposed development.

The City limit is located adjacent to this site.

The proposed use of this parcel conforms to the City's General Plan for the area. It is understood that the city will provide sewer service only and no commitment for water is included with the approval.

The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" that will require the development to conform to City Standards. The developer objects to this condition and requests that he not be required to conform to City Standards. An Interlocal Contract was approved by the Clark County Sanitation District on April 8, 1999. Fees will be determined and paid prior to connection.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item

69

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 33

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT**

70 The CW Group on behalf of THRIFTY PAYLESS, INC., Owner
(2695 Buffalo Drive - a proposed Rite Aid)

Request to connect to one vacant lot, approximately 4.4. acres, with a proposed usage of a Rite Aid Drug Store, to the City sewer from property located in Clark County at 2695 Buffalo Drive; applicant proposes to connect to the existing 21 inch line in Sahara Avenue; the City limit is located adjacent to this site

Recommendation: Approval, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the interlocal contract

McDONALD - Motion to approve:

Items 5 through 51

Items 53 through 61

Items 64 through 94

-carried UNANIMOUSLY with Ward 2 seat vacant**Item 4:****TABLED under separate action**
(see individual item)**Item 52:****APPROVED under separate action**
(see individual item)**Items 62 and 63:****STRICKEN under separate action**
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030

CITY COUNCIL

MEETING OF

JUNE 28, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - THE CW GROUP ON BEHALF OF THRIFTY PAYLESS, INC, OWNER - 2695 BUFFALO DRIVE (A PROPOSED RITE AID)

PURPOSE/BACKGROUND

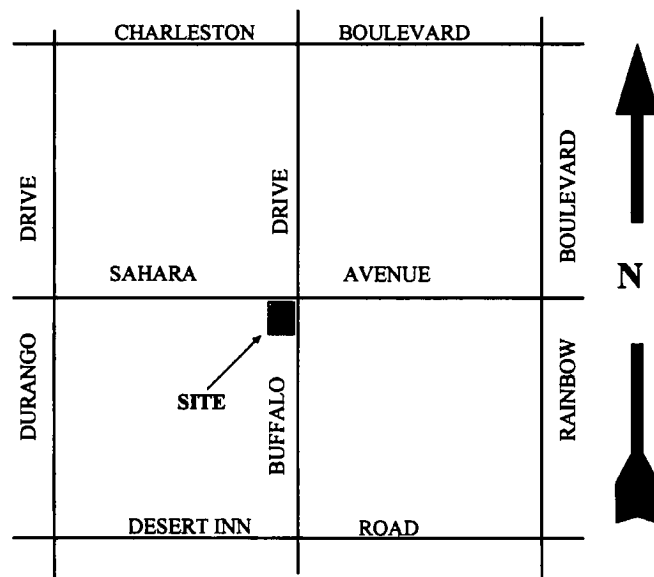
This request is to connect one vacant lot, approximately 4.4 acres, with a proposed usage of a Rite Aid Drug Store, to the City sewer from property located in Clark County at 2695 Buffalo Drive.

The applicant proposes to connect to the existing 21" line located in Sahara Avenue.

The City limit is located adjacent to this site.

Conformance to the general plan for the area is not applicable for this project as it is located in an incorporated township. It is understood that the city will provide sewer service only and no commitment for water is included with the approval.

The applicant will be required to sign a "Sewer Connection Agreement". An Interlocal Contract was approved by the Clark County Sanitation District on May 18, 1999. Fees will be determined and paid prior to connection.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item**70**

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 34

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT****71** **RONALD L. AVERY, Owner**
(7075 Deer Springs Way)

Request to connect one vacant lot, approximately 2.5 acres, with a proposed usage of a single family dwelling, to the City sewer from property located in Clark County at 7075 Deer Springs Way; the City limit is located adjacent to this site

Recommendation: Approval, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the interlocal contract

McDONALD - Motion to approve:

Items 5 through 51

Items 53 through 61

Items 64 through 94

-carried UNANIMOUSLY with Ward 2 seat vacant**Item 4:****TABLED under separate action**
(see individual item)**Item 52:****APPROVED under separate action**
(see individual item)**Items 62 and 63:****STRICKEN under separate action**
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030

CITY COUNCIL

MEETING OF

JUNE 28, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - RONALD L. AVERY, OWNER (7075 DEER SPRINGS WAY)

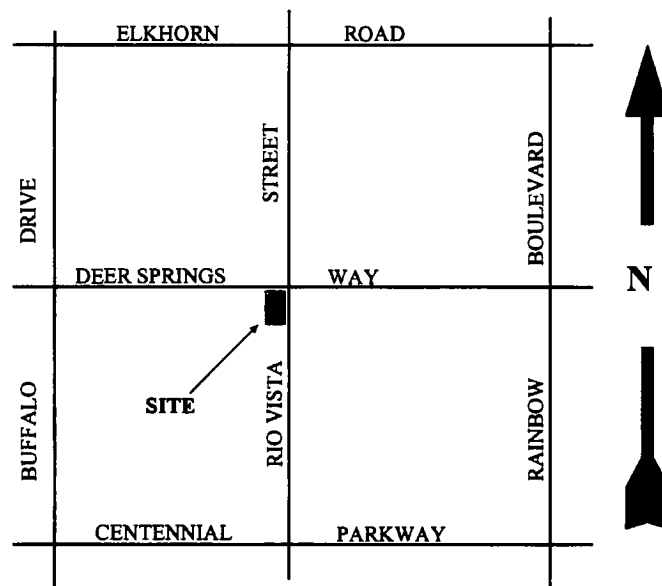
PURPOSE/BACKGROUND

This request is to connect one vacant lot, approximately 2.5 acres, with a proposed usage of a single family dwelling, to the City sewer from property located in Clark County at 7075 Deer Springs Way.

The applicant proposes to connect to the existing 8" line located in Deer Springs Way.

The City limit is located adjacent to this site.

The proposed use of this parcel conforms to the City's General Plan for the area. It is understood that the city will provide sewer service only and no commitment for water is included with the approval. The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" that will require the development to conform to City Standards. An Interlocal Contract was approved by the Clark County Sanitation District on May 6, 1999. Fees will be determined and paid prior to connection.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item

71

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 6TH day of MAY, 1999 by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by RONALD L. AVERY (approximately 2.5 acres -- vacant land; Parcel No. 125-22-701-002) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

/////

/////

/////

/////

/////

/////

/////

/////

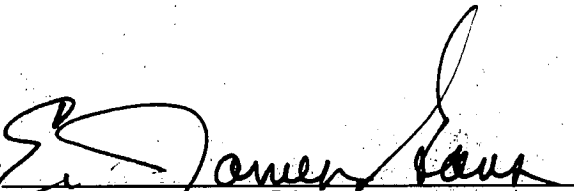
/////

6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT

By

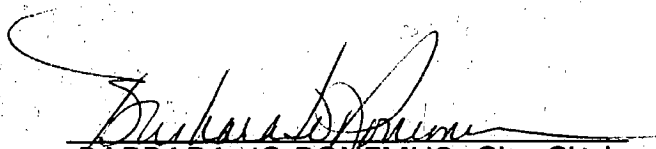

E. JAMES GANS, Director

CITY OF LAS VEGAS

By


JAN LAVERTY-JONES, Mayor
OSCAR B. GOODMAN

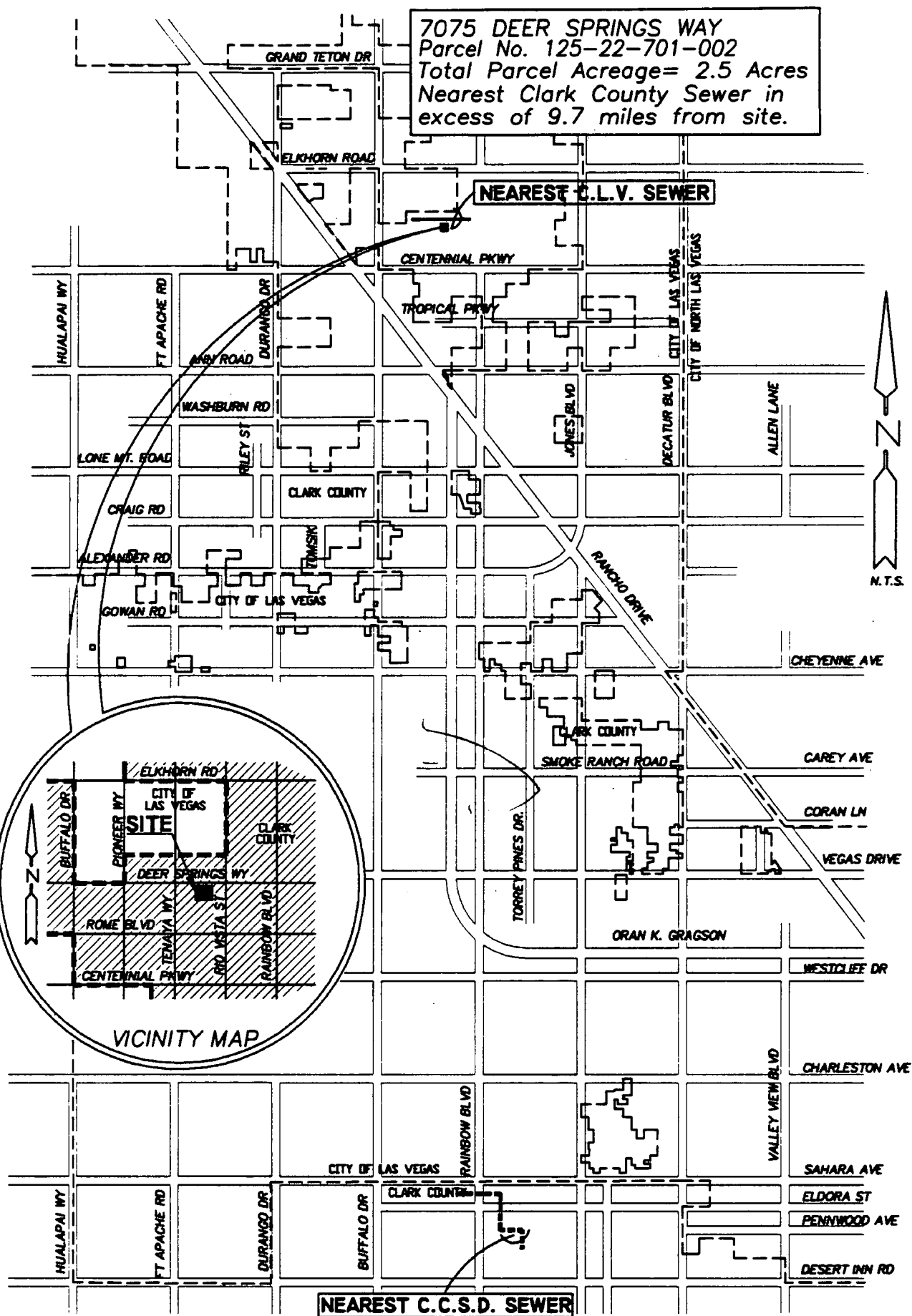
ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

By

 10-25-99
Deputy City Attorney



ILA #118-EXHIBIT "A"

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 35

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****REPORT/ACTION ITEMS**

72

Approval of a permission to appraise and purchase or condemn the easements required to construct Special Improvement District #1463 (Bonanza Village security wall)

McDONALD - Motion to approve:**Items 5 through 51****Items 53 through 61****Items 64 through 94****-carried UNANIMOUSLY with Ward 2 seat vacant****Item 4:****TABLED under separate action**
(see individual item)**Item 52:****APPROVED under separate action**
(see individual item)**Items 62 and 63:****STRICKEN under separate action**
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030

73

Approval of first amendment to professional services agreement with Pentacore Engineering for design services for the upper freeway channel on Washington Avenue - Martin L. King to I-15

(Fiscal Impact: \$156,890 - to be funded through Interlocal contract with CCRFCD)

APPROVED - see above

74

Approval of professional services agreement with VTN Nevada to provide design services for the Ann Road - Rancho Road to Ferrell Street improvements project

(Fiscal Impact: \$968,982 - to be funded by RFCD and RTC)

APPROVED - see above

CITY COUNCIL

MEETING OF
June 28, 1999

AGENDA DOCUMENTATION

TO: City Council

FROM: 
Richard D. Goecke
Director of Public Works

SUBJECT: APPROVAL OF PERMISSION TO APPRAISE AND PURCHASE OR CONDEMN THE EASEMENTS REQUIRED TO CONSTRUCT SPECIAL IMPROVEMENT DISTRICT NO. 1463 (BONANZA VILLAGE SECURITY WALL).

PURPOSE/BACKGROUND

The Department of Public Works is in the process of acquiring the easements required to construct the security wall around the perimeter of the Bonanza Village subdivision.

FISCAL IMPACT

None.

RECOMMENDATIONS

It is recommended that the City Council approve this item.

CITY COUNCIL

MEETING OF
JUN 28, 1999

AGENDA DOCUMENTATION



TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
PENTACORE ENGINEERING FOR DESIGN SERVICES FOR THE UPPER FREEWAY CHANNEL
ON WASHINGTON AVENUE - MARTIN L. KING TO I-15

PURPOSE/BACKGROUND

This amendment will secure the engineering services of Pentacore Engineering for design and preparation of contract bid documents for the construction of the Upper Freeway Channel, between Washington Avenue and Stewart Avenue.

Approved funding for the engineering services cost for this project is \$156,890.

FISCAL IMPACT

\$156,890 to be funded through interlocal contract with Clark County Regional Flood Control District.

RECOMMENDATION

The Director of Public Works recommends approval of the Professional Services Agreement with Pentacore Engineering

AGENDA ITEM

73

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WASHINGTON AVENUE - MARTIN LUTHER KING
TO I-15**

THIS FIRST AMENDMENT made and entered into as of the 28th day of June, 1999, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "CITY") and Pentacore Engineering (herein the "CONSULTANT")

WITNESSETH

WHEREAS, the CITY and the CONSULTANT have entered into an Agreement dated 10 March, 1997 (herein the "AGREEMENT"), retaining the services of the CONSULTANT in connection with the design of the Washington Avenue - Martin Luther King Boulevard to I-15 project more fully described therein (herein the "PROJECT"); and

WHEREAS, the CITY intends to construct the Freeway Channel North, which is directly connected to the PROJECT; and

WHEREAS, the CITY desires to expand the scope of the PROJECT to include the Freeway Channel North; and

WHEREAS, the CONSULTANT scope of service and compensation for the expanded PROJECT have been arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW, THEREFORE, the parties hereto agree that the following changes shall be made to the AGREEMENT:

1. Section VIII, Compensation and Terms of Payment, Paragraph B.1 of the Agreement is hereby amended to change the fee amount referenced therein from \$199,862 to \$341,752.

2. Section VIII, Compensation and Terms of Payment, Paragraph B.3 of the Agreement is hereby amended to change the amount referenced therein for Additional Services of the Consultant from \$17,138 to \$32,138 and to change the total amount of the entire Agreement referenced therein from \$217,000 to \$373,890.

3. Section IX, Time of Performance, of the Agreement is hereby amended to add 120 calendar days to the time of performance referenced therein as period of time which may reasonably be required to complete the services identified in exhibits A-1.

4. Exhibits A, B, C, and D of the Agreement are hereby amended to include Exhibits A-1 (Amendment), B-1 (Amendment), C-1 (Amendment) and D-1 (Amendment) attached hereto.

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

CITY OF LAS VEGAS

By



OSCAR GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-6-99
Robert S. Sylvain Date
Deputy City Attorney

PENTACORE ENGINEERING

By



GARY SPINKLELINK,

Vice President

"Consultant"

EXHIBIT A-1**SCOPE OF SERVICES****PROJECT: WASHINGTON AVE.****CONSULTANT: PENTACORE ENGINEERING INC.**

The engineering services covered by this amended AGREEMENT between the City of Las Vegas (CITY), and Pentacore Engineering Inc. (CONSULTANT) involves the design and preparation of plan drawings, maps, displays, legal documents, supplemental specifications, special provisions, cost estimates, and preparation of contract bid documents for the PROJECT. The following tasks shall be added to the scope of services of this PROJECT:

- TASK 100 – GENERAL
- TASK 200 – DESIGN MEMORANDUM
- TASK 300 – SURVEYS
- TASK 400 – DESIGN REPORT
 - TRAFFIC
 - GEOTECHNICAL
 - DRAINAGE
- TASK 500 – DESIGN
- TASK 600 – COST ESTIMATES
- TASK 700 – CONTRACT DOCUMENTS
- TASK 800 – BIDDING
- TASK 900 – CONSTRUCTION

The limits of the PROJECT studies and roadway improvements shall be as follows:

- SEGMENT 1 – Washington Ave. 250' ± west from the centerline of Martin Luther King Blvd. east to NDOT'S right-of-way at I-15. Work in this segment shall include developing bid documents detailing full improvements to the north and south curb returns (with transition sections as required) of each side street within these limits.
- SEGMENT 2 – "F" St. from the centerline of Washington Ave. and "F" St. south to Grand Central Parkway.
- SEGMENT 3 – Extension of the box culvert from Washington Ave. to Owens Ave.
- SEGMENT 4 – Alleyway from "N" Street to "I" Street.

The PROJECT limits shall also include that drainage area requiring hydrologic analysis to provide data for the roadway storm drainage design.

The roadway improvements in SEGMENT 1 shall include the construction of new asphalt concrete pavement, aggregate base, ¾" open grade riding surface, storm drain pipe over the length of the PROJECT, construction, modification or repair of curb, gutter, sidewalk, residential

and commercial driveways, sidewalk ramps, storm drainage facilities, sanitary sewer pipe, utility laterals, utility extensions and relocation, street lighting, signage, traffic signal at the "F" St./Washington intersection, and delineation and related construction, in accordance with the Clark County Regional Transportation Commission (RTC), City of Las Vegas (CITY), Nevada Department of Transportation (NDOT), and Clark County Regional Flood Control District (RFCD) requirements.

TASK 100 - GENERAL

- 101 Conduct a Project Initiation Meeting with CITY within ten calendar days following issuance of Notice to Proceed to review the scope of work and clarify CITY's requirements for the PROJECT; review available data and PROJECT organization and staffing and present initial work plan and schedule.
- 102 Review schedule of submittals, review requirements of utility companies and agencies, and the City.
- 103 Review permits required from State or local agencies, including preparation and processing of NDOT permit if required.
- 104 Coordinate with local utilities. Contact utilities, agencies, and Nevada Department of Transportation (NDOT) to gather information and obtain available drawings or maps, on the location of their facilities and any planned or proposed improvements that would affect the PROJECT.
- 105 Pothole all potentially conflicting utilities and determine responsible party to relocate utility.

TASK 200 - DESIGN MEMORANDUM

Prepare a design memorandum summarizing the work accomplished previously and scope and schedule of the remaining work.

Deliverables to include:

- 1. R/W analysis and recommended acquisitions.
- 2. Storm drain size and alignment.
- 3. Summary and status of Drainage Study.
- 4. List of Contract Drawings.
- 5. Proposed bid item schedule.
- 6. Possible design and construction schedule.
- 7. Preliminary cost estimate.
- 8. List of potential problems, including:

- a. Define replacement or reconstruction of walls and access to alleys;
 - b. Present alternative wall construction at Housing Authority to include block wall, wrought iron or combination.
1. Recommendations for further potholing and geotech analysis.
 2. Proposed striping plan.

TASK 300 - SURVEY

- 308 1. Define R/W both sides, N St. to I St., relative to centerline established by the City. Define R/W of alley on north side "N" to "I". Define R/W at Railroad crossing of "F" Street.
- 310 2. Locate R/W in field. Locate existing driveways. (define centerline sta. and width)
- 310 3. Confirm storm drain invert at Owens and B St. relative to Washington Avenue invert at B St.
- 305 4. Provide aerial topo of area between Washington and Owens, B St. and I15.
- 308 5. Define R/W for storm drain to Owens.

TASK 400 - DESIGN REPORTS

- 410 Geotech Investigation
 1. Provide recommendations for extension of the culvert from Washington to Owens, including additional borings.
- 430 Drainage Analysis
 - 437 1. Summarize status of initial drainage analysis of the Washington Avenue improvements between MLK and D St.
 - 434 2. Define ten year flow conditions impacting F St.
 - 435 3. Define storm drain criteria to carry flows from Washington at D St. to Owens at B St.

TASK 500 - DESIGN DRAWINGS

- 501 1. Summarize revisions necessary to revise existing drawings to revised criteria.
 - a. Pavement sections, include alley.
 - b. Storm drain plan and profile, include utilities impacted. Add storm drain to Owens and extension of storm drain in McWilliams. Revise storm drain lateral profiles.

- c. Roadway Plan and Profile, revise per new criteria. Add alleyway with reconstructed walls, as needed, and gates.
 - d. Striping Plan. Revise.
 - e. Signal Plans. Add signal installation at "F" and/or "H" St. at Washington.
2. Submit drawings for 70%, 90% and 100% reviews.

TASK 600 - COST ESTIMATE

- 601/603 1. Prepare cost estimates at the 70%, 90% and 100% reviews.

TASK 700 - CONTRACT DOCUMENTS

- 702 1. Review most current submittal.
- 703 2. Revise Bid Item Schedule.

EXHIBIT B-1
ADDITIONAL SERVICES

I.	Each additional geotech boring (10')	\$300
II.	Each foot of additional boring depth in excess of 10'	\$40
III.	Additional sample – sites and R-valve testing	\$200
IV.	Potholes in addition to 20 included in Exhibit A	\$500 ea.

0133.0140

2/1/99

EXHIBIT C**WASHINGTON AVENUE****MANPOWER PROJECTION**

TASK NO.		PRIN	PROJ. MGR	ENGR	TECH	CLR	SURVEY CREW
100	Concept/Meetings	10	20	20	10	8	—
200	Design Memorandum	4	20	60	20	16	—
300	Survey						
305	Aerial						\$5,000
308	Topo				20		150
310	R/W		20	80	80	20	30
400	Design Report						
410	Geotech						\$5,000
	Drainage		8	80	40	4	
500	Design Drawings						
	70%	4	30	90	150	15	
	90%	4	10	40	60	5	
	100%	2	10	20	40	5	
600	Cost Estimate						
	70%	2	4	5	1	1	
	90%	2	4	5	1	1	
	100%	1	2	2	1	1	
700	Contract Documents						
	70%	4	20	50		20	
	90%	2	10	20		15	
	100%	4	10	10		5	
		39	168	482	428	116	196

0133.0140
2/1/99

EXHIBIT D**WASHINGTON AVENUE****COST DERIVATION**

<u>Position</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Principal	39	130	5,070
Project Manager	168	117	19,656
Project Engineer	482	100	48,200
Technician	428	80	34,240
Sec/Word Processor	116	40	4,640
Survey	196	79	15,484
Subtotal	1,429		\$127,290
Direct Expenses			
Geotech			5,000
Aerial Survey			4,600
Potholes (10 potholes)			5,000
Subtotal			\$14,600
Total Design			\$141,890

AGENDA DOCUMENTATION

CITY COUNCIL

MEETING OF
JUNE 28, 1999

TO: CITY COUNCIL

FROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH VTN NEVADA TO PROVIDE
DESIGN SERVICES FOR THE ANN ROAD - RANCHO ROAD TO FERRELL STREET
IMPROVEMENTS PROJECT

PURPOSE/BACKGROUND

This Professional Services Agreement will secure the engineering services of VTN Nevada for design and preparation of contract bid documents for the construction of all flood control and roadway improvements on Ann Road, between Rancho Road and Ferrell Street.

Approved funding for the engineering services cost for this project is \$968,982.

FISCAL IMPACT

\$968,982 to be funded by Regional Flood Control District (Interlocal Contract 10-8-98) and Regional Transportation Commission (Interlocal Contract 5-13-99).

RECOMMENDATION

The Director of Public Works recommends that the City Council approve the Professional Services Agreement with VTN Nevada.

AGENDA ITEM

74

PROFESSIONAL SERVICES AGREEMENT
Ann Road Improvements - Rancho Drive to Ferrell Street

THIS AGREEMENT, made and entered into as of the 28th day of June, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation, (hereinafter referred to as "CITY"), and VTN Nevada, (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY intends to construct Ann Road Improvements, Rancho Drive to Ferrell Street (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain quality professional services of the CONSULTANT to perform design and preparation of contract bid documents for the construction of the PROJECT; and

WHEREAS, the CONSULTANT is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to perform such services within the required time; and

WHEREAS, the CONSULTANT's scope of service and compensation have been arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Section I through XI hereof;

SECTION I RESPONSIBILITY OF CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and consultants and its and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional technical engineering standards.
- B. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT shall not produce a design which violates or infringes on any patent rights. The CONSULTANT shall without additional compensation, correct or revise any error or deficiencies in its design, drawings, specifications, reports and other services. The CONSULTANT shall pay all damages, costs and expenses caused by, resulting from, or arising out of CONSULTANT's negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the CITY of any products or services furnished by CONSULTANT shall not in any way relieve the

CONSULTANT of responsibility for the professional and technical accuracy of its services.

CITY review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to CITY caused by CONSULTANT's negligent acts, errors or omissions in performance of this AGREEMENT.

- C. CONSULTANT shall assign Ken Gilbreth, P.E., to manage the PROJECT. All of the services specified by this AGREEMENT shall be performed by the Project Manager, or by CONSULTANT's associates and employees identified in the CONSULTANT's proposal under the personal supervision of the Project Manager. All employees identified in the CONSULTANT's cost proposal shall be subject to approval by CITY's representative. Should the Project Manager, or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person whom the CITY's representative finds satisfactory. If CONSULTANT fails to make a required replacement within thirty (30) calendar days,

CITY may terminate this AGREEMENT for default.

- D. The CONSULTANT shall not produce a design or specification which would be in violation of NRS Chapter 338 entitled "Public Works Projects".
- E. CONSULTANT shall furnish CITY's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.
- F. The CONSULTANT agrees that its officers, partners and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will be available for consultation with CITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the CITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

SECTION II RESPONSIBILITY OF CITY

- A. The CITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other

responsibilities.

- B. The services to be performed by CONSULTANT under this AGREEMENT shall be subject to periodic review by CITY's representative. The review comments of CITY's representative shall be reported in writing to CONSULTANT by CITY's representative. To prevent an unreasonable delay in CONSULTANT's work, the CITY's representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the CONSULTANT within fifteen (15) working days of receipt of such documents. It is understood that CITY's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- C. CITY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which CITY has available, including as examples only and not as a limitation:
1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents,

and information related to the services specified by this AGREEMENT.

- D. CITY shall assist CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the CITY determines that such material is necessary for the completion of the services specified by this AGREEMENT.

SECTION III SCOPE OF SERVICES

Services to be performed by the CONSULTANT shall consist of the services described in Exhibit A of this AGREEMENT.

SECTION IV CHANGES TO SCOPE OF SERVICES

- A. The CITY may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Any claim of the CONSULTANT for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of notification of change unless the CITY grants in writing a further period of time before the date of final payment under this

AGREEMENT.

- B. No services due to a change in scope for which additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the CITY.

SECTION V ADDITIONAL SERVICES OF CONSULTANT

- A. Additional services will be provided only as specifically authorized in writing by the CITY's representative and consist of the work described in Exhibit B. Any other work determined by CITY as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
- B. The CONSULTANT shall notify CITY in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by CONSULTANT under this AGREEMENT.

SECTION VI SUBCONTRACTS

CONSULTANT agrees to include in all professional engineering subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY, that no liability arises on

the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONSULTANT for said subcontracted work, the subcontractor'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.

- B. A provision that the subcontractors have no more rights against the CITY than that of the CONSULTANT.
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this AGREEMENT unless the CITY has approved any deviation, changes or modifications in writing.
- D. A provision that the subcontractor will obtain and maintain professional Errors and Omissions Insurance coverage in connection with the subcontracted work in an amount equal to that required of the CONSULTANT as provided in Section XI.E entitled "Insurance" of this AGREEMENT.

SECTION VII TERM OF AGREEMENT

This AGREEMENT shall be in force and effect from and after the day on which the CITY gives notice to the CONSULTANT to begin work under this AGREEMENT. This shall remain in effect until one (1) year has elapsed after the final payment for services under this

AGREEMENT is made. This section shall not be construed to relieve either party of its obligations to perform under this AGREEMENT while the AGREEMENT is in effect. Termination of this AGREEMENT shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this 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 this AGREEMENT or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION VIII COMPENSATION AND TERMS OF PAYMENT

A. General

Progress Payments: Once each month, the CITY shall pay the CONSULTANT for services performed under Section III entitled "Scope of Services" of this Agreement.

B. Compensation and Method of Payment for Engineering Services:

1. The CITY shall pay the CONSULTANT for services identified in Section III entitled "Scope of Services", an hourly fee set forth in Exhibit "D", for the services actually provided in the performance of this agreement, which fee shall not in any event exceed \$908,982. The CONSULTANT shall prepare monthly and submit to CITY's representative in writing a complete statement of costs which includes actual work completed.

2. Payment shall be due within forty-five (45) calendar days after the date of receipt and approval by CITY's representative of monthly invoices describing the work performed during the preceding month.
3. The CITY agrees to pay CONSULTANT for any services described in Section V entitled "Additional Services of Consultant", only if the services are requested in writing by the CITY's representative. Payment will be in accordance with paragraphs 1 and 2 of this section for additional services rendered in connection with Exhibit B. An amount up to, but not exceeding \$60,000 may be authorized for service performed under Section V entitled "Additional Services of Consultant". The total amount of this entire AGREEMENT shall not exceed \$968,982.
4. Billings shall be submitted each month for work performed during the previous month in accordance with the labor rates as shown on Exhibit "D", with an original and one copy to the CITY'S representative in the format attached as Exhibit "F".
5. Upon approval of such billings by CITY's representative, payment shall be made to CONSULTANT of ninety-five percent (95%) of the amount determined above, less all previous payments. The remaining five percent (5%) shall be retained as noted in paragraph

7 below.

6. CITY's representative shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in CONSULTANT's designs, drawings, specifications, reports and other services which have not previously been paid by CONSULTANT. The CITY's representative shall provide a written statement to the CONSULTANT of the damages, costs and expenses which have been subtracted from any payment to the CONSULTANT along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the CONSULTANT.
7. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by CITY, which acceptance will not be unreasonably withheld, CONSULTANT will, within forty-five (45) calendar days of CITY's receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

SECTION IX TIME OF PERFORMANCE

CONSULTANT shall furnish CITY's representative a schedule for performance of services not later than 10 calendar days after CONSULTANT receives written notice to proceed from CITY's representative. The schedule shall set forth not more than 360 calendar days for Tasks 1 through 6, as a period of time which may reasonably be required to complete the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the CONSULTANT will provide a 14 working day allowance for each CITY review period. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, he shall notify the CITY's representative in writing of the reasons for the delay. The CONSULTANT shall then prepare a revised schedule for performance of services and submit the revised schedule to the CITY's representative. The CONSULTANT shall perform and complete the work according to the schedule furnished to CITY's representative. If the CONSULTANT is delayed by conditions within his control, as determined by CITY after consultation with the CONSULTANT, CITY shall have the right to increase the percentage withheld from monthly payments under Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT up to ten percent (10%) until such time as the CONSULTANT has complied with the schedule requirement or presented an acceptable plan for such compliance.

SECTION X
AUDIT: ACCESS TO RECORDS

- A. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the cost submission and a copy of the cost summary submitted to the CITY. The CITY, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection. Negotiated fixed rates will not change due to an audit.
- B. The CONSULTANT agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of \$10,000.
- C. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

- D. The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the CONSULTANT is 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 written comments, if any, of the CONSULTANT.
- E. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION XI MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by CONSULTANT under this AGREEMENT for such period of time as CITY, in its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten (10) working days prior to the date on which CITY wishes to

suspend. Upon such suspension, CITY shall pay CONSULTANT its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance. In the event the CITY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty (30) calendar days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this AGREEMENT to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by CITY. In no event will the CITY be liable to the CONSULTANT for more than \$1,000.

B. TERMINATION:

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the CONSULTANT with ten (10) working days prior written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CONSULTANT receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XI.U entitled "Notice" of the AGREEMENT.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. DEFAULT

1. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
 - a. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
 - b. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to 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 CONSULTANT for the purpose of effecting any of the foregoing;
 - c. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and

shall continue unvacated and in effect for a period of thirty (30) calendar days; or

- d. If CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section IX entitled "Time of Performance" of the AGREEMENT.

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance due CONSULTANT the reasonable and necessary cost of finishing the work if the CITY cannot complete the performance of this AGREEMENT with the remaining funds originally set aside and budgeted for this PROJECT and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to the CITY within five (5) working days of invoicing by the CITY

or (b) terminate this AGREEMENT and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by the CITY's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the CONSULTANT shall pay all costs of such audit.

2. It is expressly agreed that the CITY reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that the CITY might have against CONSULTANT for failure to comply with any of the terms and conditions of this AGREEMENT.

D. OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, studies and documents specifically to include magnetic media prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this AGREEMENT are deemed to be the property of the CITY. In the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all plans, drawings, specifications, studies and documents not in its

possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the CONSULTANT will be at the CITY's sole risk. The CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the CITY.

E. INSURANCE

CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Nevada State Industrial Insurance System (SIIS). Such insurance will protect CONSULTANT and CITY from employee claims based on job related sickness, disease, or accident.
2. Comprehensive General Liability (bodily injury and property damage) Insurance with respect to CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$1,000,000. The General Liability Insurance policy shall be endorsed to include the CITY as additional insured.
3. Professional Liability Insurance for the protection from claims arising out of performance of professional services caused by a negligent act, error or omission for which the insured is legally liable in a policy limit of not less than \$1,000,000 for the period of time covered by this AGREEMENT.

4. The CONSULTANT's Comprehensive General Liability and Professional Liability Insurance policies shall include or be endorsed to cover CONSULTANT's contractual liability to CITY under this AGREEMENT and to provide that CITY will be given thirty (30) calendar days' notice in writing of any cancellation or reduction in the coverage of the policies.
5. 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 \$5,000 without the written approval of CITY.
6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the CONSULTANT is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the commencement date of this AGREEMENT and the Certificate of Insurance shall state that coverage is on a "claims made" basis and reflect the retroactive date of such coverage. Upon availability, the CONSULTANT shall maintain coverage for the duration of this AGREEMENT and for two (2)

years following the completion of this AGREEMENT. The CONSULTANT shall provide the CITY annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the CITY with thirty (30) calendar day advance notice of policy cancellation.

F. INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors, or agents or anyone employed by the CONSULTANT or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

G. 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 neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing

contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. 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 CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE

The Director of Public Works or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said 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.

J. CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

1. That 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 able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this AGREEMENT, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

2. That the CONSULTANT 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.

K. CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work 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.

L. INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided 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.

M. APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the state of Nevada.

N. 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 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.

O. 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.

P. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. ARBITRATION

1. All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY and the CONSULTANT. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY and the CONSULTANT shall be specifically enforceable under the prevailing arbitration law.
2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration

action arising out of, or resulting from, the CONSULTANT's services as defined in the AGREEMENT or the PROJECT, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with Construction Industry rules of the Nevada Arbitration Association or the American Arbitration Association.

None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as to preclude either party from joining the other as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the PROJECT.

3. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) calendar days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) calendar days after the claim, dispute or other matter arises. The purpose of such notification is

to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

4. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) calendar days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.
5. In the event of arbitration, it is agreed by the parties hereto 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 Procedure.

6. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then existing. The sixty (60) calendar day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

R. CONFIDENTIALITY

CONSULTANT shall treat all information relating to the Project and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by CONSULTANT's employees to other parties or make any public announcement or publicity release without the CITY's written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

S. SITE INSPECTION

CONSULTANT represents that it has visited the location or locations 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.

T. MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

U. NOTICE

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses:

TO CITY:

Joe Christensen, P.E.
City Engineer Division
400 East Stewart Avenue
Las Vegas, Nevada 89101

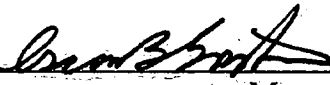
TO CONSULTANT:

Ken Gilbreth, P.E.
VTN Nevada
2727 South Rainbow Boulevard
Las Vegas, Nevada 89102

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

CITY OF LAS VEGAS

By



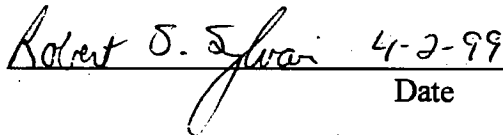
OSCAR GOODMAN, Mayor

"City"

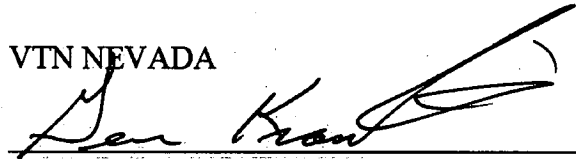
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:


Date

VTN NEVADA



GENE KRAMETBAUER, President

"Consultant"

EXHIBITS

- EXHIBIT A - Scope of Services
- EXHIBIT B - Additional Services
- EXHIBIT C - Manpower Task Breakdown
- EXHIBIT D - Cost Derivation
- EXHIBIT E - Schedule
- EXHIBIT F - Invoice Format

EXHIBIT A

SCOPE OF SERVICES

PROJECT: ANN ROAD: RANCHO DRIVE TO FERRELL STREET

CONSULTANT: VTN NEVADA

The engineering services covered by this AGREEMENT between the City of Las Vegas (CITY), and VTN Nevada (CONSULTANT) involves the design and preparation of plan drawings, legal documents, supplemental specifications, cost estimates, and preparation of contract bid documents for the PROJECT. The PROJECT shall include:

- TASK 1 - PROJECT CONTROLS
- TASK 2 - DESIGN REPORT / 30% PLANS SUBMITTAL
- TASK 3 - 70% SUBMITTAL
- TASK 4 - ORGANIZATION OF SPECIAL IMPROVEMENT DISTRICT(S)
- TASK 5 - 90% SUBMITTAL OF BID DOCUMENTS
- TASK 6 - FINAL SUBMITTAL OF BID DOCUMENTS
- TASK 7 - CONSTRUCTION MANAGEMENT SUPPORT

The limits of the PROJECT studies and roadway improvements shall be as follows:

The roadway design shall include the new construction and/or upgrade of existing asphalt concrete pavement, aggregate base, and $\frac{3}{4}$ " open grade riding surface between Rancho Drive and Decatur Boulevard. Roadway improvements will also include curb, gutter, sidewalk, residential and commercial driveways, sidewalk ramps, storm drainage facilities, storm drain pipe, utility relocation, street lighting, one traffic signal, signage, delineation and related construction. The right-of-way width for this segment of Ann Road will be 100 feet, back-of-sidewalk to back-of-sidewalk. The roadway design speed will be 55 mph. (signed for 45 mph).

The drainage improvements will extend from the Rancho Detention Basin to the Ferrell Street connection into the 12'X 12' RCB stub from the Western Tributary of the Las Vegas Wash.

The proposed improvements are to be designed in accordance with the requirements of the Clark County Regional Transportation Commission (RTC), the Clark County Regional Flood Control District, the City of Las Vegas (CITY), the City of North Las Vegas (CNLV), the Clark County (COUNTY), and the Americans with Disabilities Act (ADA).

The roadway improvement construction drawings will include:

- six traffic lanes, three each eastbound and westbound,
- new full-depth pavement sections as required, and overlay of in situ pavement where geotechnical evaluations show competent existing surfacing, base and subgrade material,
- five foot sidewalks, and Type "L" curb and gutter along each shoulder,
- raised 14-foot-wide median surfaced with gravel mulch,
- storm drain, drop inlets and appurtenant facilities connecting the Rancho Detention Basin Outfall (west of US-95) and the Western Tributary Outfall east of Decatur,
- dual left turns on Ann Road at the Tenaya Way intersection,
- traffic signal undergrounds with pole foundations at the Rainbow / Ann Road, Jones / Ann Road and Decatur / Ann Road intersections,
- school crossing flasher undergrounds at Torrey Pines,
- interconnect conduit (4") and junction boxes where not currently in place,
- streetlighting,
- striping and signage,

- intermittent service stubs for the existing sanitary sewer, as required, and
- any necessary utility relocations.

DESIGN STANDARDS

The following reference materials shall be used as standards for design work performed under this AGREEMENT:

1. Nevada Department of Transportation (NDOT) references (most current editions):
 - Road Design Division Manual, Parts 1 & 2
 - Standard Specifications for Road and Bridge Construction (NDOT Silver Book)
 - Standard Plans for Road and Bridge Construction
 - Standard Construction Plan Symbols and Design Layout and Drafting Methods
 - Bridge Design and Procedures Manual
 - Nevada Work Zone Traffic Control Handbook
2. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
3. Traffic Control Devices Handbook
4. Roadside Design Guide
5. A Policy on Geometric Design of Highways and Streets (AASHTO Green Book)
6. Clark County Regional Flood Control District's Policies and Procedures
7. Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
8. Uniform Standard Plans and Specifications for Public Works' Construction Off-Site Improvements, Clark County Area
9. RTC Policy and Procedures Manual
10. CLV Right-of-Way Design Manual

A water commitment study is not a part of this AGREEMENT.

TASK 1 - PROJECT CONTROLS

TASK 1 activities will require CONSULTANT to develop and maintain the project controls to execute the engineering design contract and provide project administration and management during the project. This task shall consist of the following work items:

SUBTASK 1.1 MANAGEMENT

CONSULTANT shall prepare and update the project schedule, prepare and oversee project controls, prepare progress reports (4-week cycle), oversee technical staff and subconsultant contracts, and review invoices.

SUBTASK 1.2 ADMINISTRATION

CONSULTANT shall prepare and administer subconsultant agreements, prepare and maintain project cost and budget controls, review and process manpower and project expenditures, prepare invoices (4-week billing cycle), and perform other administrative tasks such as copying, filing, mailing, etc.

SUBTASK 1.3 MEETINGS

Attend biweekly meetings at CONSULTANT's offices with CITY's project manager, which will include design review meetings at 30% 70% 90% and levels, utility coordination meetings, Nevada Department of Transportation (NDOT) coordination meetings, Clark County Regional Flood Control District / RTC board meetings, and the pre-bid meeting.

SUBTASK 1.4 QUALITY CONTROL

Prepare a quality control / quality assurance plan at the start of the project, and perform a quality assurance review at the 90% design level. The quality assurance review shall be performed by specialized personnel external to the team and shall assess the design plans for technical adequacy, clarity of presentation, practicality, constructability, maintainability, and overall suitability for the scope of work.

The quality control / quality assurance plan shall define the specific roles and responsibilities of the project team members and the specialized personnel external to the team with respect to quality services.

SUBTASK 1.5 PERMITTING

Apply for and obtain NDOT, COUNTY, and CNLV encroachment permits.

The above TASK 1 activities will take place at various times through the entire duration of the project, and will be performed concurrently with all other tasks.

TASK 2 - DESIGN REPORT / 30% PLANS SUBMITTAL

TASK 2 activities will be for the purpose of compiling information and the analysis of this data from which the bid documents are to be prepared. TASK 2 activities will be documented in a Design Report. CONSULTANT will submit ten (10) copies of the TASK 2 - Design Report for CITY review.

The following will be included in the Design Report as an appendix:

- Geotechnical Report
- Drainage Report
- Traffic Study
- 30% Roadway Drawings
- 30% Drainage Drawings

TASK 2 activities will include the following subtasks for which CONSULTANT shall:

SUBTASK 2.1 RESEARCH AND DATA COLLECTION

- a) Consult with CITY to clarify and define CITY's scope of work for the project.
- b) Obtain and review as-built plans that may affect the PROJECT design.
- c) Obtain documentation from CITY, COUNTY and CNLV on all existing rights-of-way and/or easements.
- d) Obtain samples of CITY-approved formatting for various deliverables including rights-of-way maps and legal descriptions.

SUBTASK 2.2 SURVEYS / MAPPING

CONSULTANT shall:

- a) Review existing topographic and other pertinent surveys including existing record drawings, ownership maps and right-of-way drawings.
- b) Consult with CITY to determine any problems in the existing survey.
- c) Establish control traverse points from Rancho Drive to Ferrell Street, with horizontal coordinates to be used throughout the design and construction phases of the PROJECT.
- d) Use CITY benchmark datum (NAVD 88) to establish elevations for control points west of Decatur Blvd. Use CNLV benchmarks (NAVD 88) to establish elevations for control points between Decatur Blvd. and Ferrell Street. **All benchmarks and vertical and horizontal survey control points shall be coordinated with and approved by the City Surveyor.**
- e) Set panel points for aerial mapping. Establish X, Y, and Z coordinates of the panel points using the pre-established control traverse points.
- f) Research available record information, parcel maps, subdivision maps and record of survey to establish a record alignment of Ann Road. Use this record alignment as a basis to assist in locating existing monuments during the field survey phase of this PROJECT.
- g) Locate existing centerline monumentation of Ann Road and additional monumentation as necessary to establish the north/south alignments of all roads intersecting Ann Road (establishment of the north/south alignment of intersecting roads will allow establishment of the correct right-of-way and curb deltas on all intersection returns).
- h) Prepare centerline alignment map for of Ann Road and intersecting streets including bearings, distances, ties, documentation of existing survey monuments and TBM's. Alignment maps shall be sealed by a Professional Land Surveyor registered in the State of Nevada and submitted to CITY for review and approval. CONSULTANT shall identify the locations of existing rights-of-way and permanent easements, and all new rights-of-way and easements

(both temporary and permanent). CONSULTANT will prepare all legal documentation, descriptions and maps to acquire rights-of way and easements.

- i) File a record of Survey with the Clark County Recorder's Office to establish a permanent record of the centerline alignment of Ann Road.
- j) Horizontal and/or vertical surveys to supplement the aerial mapping for the project, include:
 - i. Existing top of curb at 50-foot intervals, plus any grade breaks.
 - ii. Edge of pavement in areas of no curbing at 50-foot intervals, plus any grade breaks.
 - iii. Top of nut location and elevation on existing water valves.
 - iv. Valves, meter boxes, poles, etc.
 - v. Top of rim and flowline elevations and the horizontal location of all sanitary sewer manholes.
 - vi. Valve boxes, meter boxes, etc.
 - vii. Back of existing sidewalks at 50-foot intervals.
 - viii. Driveways.
 - ix. Mailboxes.
 - x. Top of rim and flowline elevations and the horizontal location of all existing manholes and storm drain inlets.
 - xi. Street and traffic signs and signalization equipment.
 - xii. Geotechnical investigation borings and trenching.
 - xiii. Location of fence footing.

SUBTASK 2.3 GEOTECHNICAL INVESTIGATION

CONSULTANT shall provide geotechnical services to include research, field investigation, material testing, and analysis to develop geotechnical recommendations for the design and construction of the roadway improvements and drainage facilities.

The geotechnical investigation shall include the following:

- a) Geologic and soils maps will be reviewed for general soils and geologic conditions as well as the presence of identified geologic hazards. Existing traffic data, to be provided by CITY and RTC, supplemented by a traffic study as required, including present average daily traffic (ADT), percent trucks, and either a projected growth rate or projected 20 year traffic levels will be used to design the structural section thickness.
- b) A pavement condition survey will be performed on existing paved surfaces to map areas of distress, such as serious raveling, rutting, corrugations, block cracking, or alligator cracking. Pavements that potentially would not require reconstruction and could be incorporated into the structural section for new improvements will be identified.
- c) For field geotechnical investigations, a traffic control plan will be formulated and submitted to CITY for approval. Proper signage and barricading will be implemented for all field studies.

Utility clearance of all proposed exploration sites shall be obtained prior to any drilling or trenching. Exploration depths of 15 to 20 feet are anticipated to allow assessment of both roadway subgrade conditions as well as excavation characteristics and backfill requirements of storm drain improvements. Test borings will be advanced on approximate 500 foot centers (40 borings total) in staggered lanes as utility clearance will allow. The thickness of existing pavement and aggregate base will be measured. The underlying soils shall be sampled by standard soil sampling techniques of split spoon samplers advanced by drive hammers to correlate to Standard Penetration Testing (SPT). The presence of hard caliche will hinder standard sampling techniques, at which point, disturbed samples from drill cuttings will be collected. The soils encountered during exploration shall be logged and classified in the field. CONSULTANT's geotechnical staff shall supervise all exploration. Borings requested by CITY in addition to the estimated amount will be reimbursed at the rates cited in Exhibit D.

- d) Representative soil samples shall be analyzed in the laboratory for index properties including moisture content, grain size distribution, and plasticity characteristic. These tests are indicative of the soil's mechanical behavior and govern the remainder of the testing program.
- e) Bulk samples from sites initially spaced at approximately 1000 foot intervals (approximately 13 samples in all) of each soil subgrade type shall be tested to determine subgrade strength (R-value) utilized in calculation of paved structural sections. Each R-value sample will also be tested as to index properties and moisture density relationships (ASTM D1557).
CITY, after reviewing the preliminary geotechnical report, may choose to designate additional sites where further sampling and R-value testing will be performed. See paragraph "j" below. Reimbursement for additional sampling and testing will be at rates cited in Exhibit D.
- f) Groundwater depth shall be determined, if encountered. Screening for hydrocarbon content will be by monitoring each boring with a Photo Ionization Detector (PID). Where the hydrocarbon vapors are detected and after consultation with CITY, a monitor well will be installed, and chemical analysis of the groundwater will then be performed. Reimbursement for required monitoring wells will be at rates cited in Exhibit D.
- g) Analysis of research, field, and laboratory results shall allow formulation of geotechnical recommendations for the design and construction of the PROJECT. These will include excavation characteristics, grading and filling requirements, paved structural sections, subgrade preparation, compaction levels, trenching, shoring, benching, bedding and backfill, and identification of recognizable construction problems. Paved structural sections will be calculated in accordance with the AASHTO and checked against California Department of Transportation (CALTRANS) methods. The most conservative methodology shall be used. Traffic analysis will utilize the truck distribution tables from southern Nevada arterials developed by NDOT.
- h) Any street segment proposed for overlay will be analyzed in accordance with AASHTO methods. A Falling Weight Deflectometer (FWD) survey can be performed as an optional service if requested by CITY. No pavement thickness less than the minimum standard will be allowed.
- i) All new or overlaid composite structural sections shall have a minimum final Traffic Index (TI) of 10.0.
- j) All research, field, and laboratory data along with conclusions and recommendations will be presented in a comprehensive report. A preliminary draft shall be submitted to CITY, to be finalized upon receipt of review comments. The preliminary draft will identify locations along the project alignment where potential "gaps" are likely to have occurred in the initial sampling pattern, and will propose sites where supplemental sampling and testing for R-values might be beneficial.

SUBTASK 2.4 PRELIMINARY HYDRAULIC / HYDROLOGIC STUDY

CONSULTANT shall:

- a) Delineate drainage boundaries and evaluate drainages that contribute flow to the PROJECT, based on the CITY'S Northwest Neighborhood Study and the CCRFCD MPU.
- b) Review existing drainage information compiled during the research and data collection stage, including the drainage study for Jones, between Ann Road and Centennial.
- c) Design the CCRFCD MPU facilities along Ann Road from Rancho Detention Basin to Ferrell Street, including ANWE 0000, ANWE 0100, ANWE 0200, ANWE 0201, ANWE 0265, ANWE 0266, ANWE 0360, ANWE 0361, RCHO 0000 and RCHO 0003 including flows, concentration points, subbasins, and summary of cumulative flows. The subbasins in these

reports shall be reviewed for accuracy and subdivided into smaller subbasins for the inlet collection system. A subbasin map shall be provided.

- d) Review existing drainage patterns (generally north of Ann Road), and determine future drainage patterns (excluding areas north of the proposed Centennial and Northern Beltway alignments). Calculate anticipated flows affecting and affected by roadway design and recommend size and location of drainage facilities. Include a HEC-1 diskette with the report.
- e) Evaluate alternatives for constructing a storm drain the length of the project, between the Rancho Detention Basin outfall (CCRFCF MPU facility RCHO 0028) west of US-95 and the Western Tributary channel near Allen (CCRFCF MPU facility LVMD 2061), including the possibility of tunneling under US-95.
- f) Develop alternatives for mitigating existing local drainage problems along:
 - Torrey Pines Drive, about 900 feet north of Ann Road, and
 - Ann Road between US-95 and Jones Blvd.
- g) The design storm for evaluation of the future drainage basin shall conform to the 10-year storm event hydrograph based on Clark County Regional Flood Control District Standards, for design of storm drainage facilities in roadway per RTC requirements.
- h) Land uses within pertinent drainage basins as defined by the MPU and the CITY'S Northwest Neighborhood Study, shall be used to estimate surface area and run-off characteristics for 10 and 100-year flows impacting the project. Compare these flows to the 1996 CCRFCF MPU. The facilities in the Northwest Neighborhood study shall be assumed with the following exceptions: (1) A 10-yr system in Tenaya Way from Tropical Parkway south to Ann Road, and (2) Rainbow from Centennial south to Ann Road will be a 10-yr system.
- i) Utilize the W.S.P.G. program to analyze and route 10-year and 100-year flows that will be collected by the PROJECT and discharged to existing drainage courses.
- j) Prepare a Preliminary Drainage Report documenting the results of the hydrologic investigations. The drainage report shall include drainage basin maps with 10 and 100-year flows at each street or concentration point into Ann Road. The drainage basin map shall include flow arrows delineating the concentration point of each subbasin. The Preliminary Drainage Report will evaluate the available options for intercepting the runoff along the project.
- k) Incorporate the location, depth of pipe, approximate slopes, and inlet locations for storm drain requirements based on the results of the hydrologic investigations, into the TASK 2 - Design Report.

Prepare a preliminary cost estimates for both the 10 and 100-year facilities in conjunction with the Design Report, based on RTC and CCRFCF criteria.

SUBTASK 2.5 PRELIMINARY TRAFFIC STUDY

CITY will provide projected traffic volumes based on the regional traffic model. CONSULTANT will utilize:

- existing traffic information,
- data from planned development in the area, and
- agency data on designated bike routes, trails and bus routes

supplemented with traffic projections to investigate warrants for possible new traffic signals at Rainbow Blvd., Jones Blvd., and Decatur Blvd. Consideration of a signal system or signal undergrounds for the Decatur Blvd. intersection shall also be coordinated with CNLV.

Utilizing the information above, CONSULTANT shall supply the geotechnical subconsultant with traffic volumes and information on vehicle type for development of a Traffic Index for the pavement design.

SUBTASK 2.6 30% ROADWAY PLANS

CONSULTANT shall prepare 30% design plans showing:

- a) Horizontal geometrics for the project limits. Travel lane widths shall be 11 feet for the two interior lanes in each direction, with a 14' outside lane. A continuous 14-foot raised median is required. Roadway alignment impacts will be evaluated regarding: utility adjustments and/or relocation; private driveways, private walls (no footing caps allowed); and replacement of existing curb, gutter, sidewalk, and valley gutter improvements. Geometrics standards for a 55 mph design speed (signed for 45 mph) will govern.
- b) Roadway profile impacts will be evaluated regarding: utility adjustments and/or relocation; private driveways, private walls; and replacement of existing curb, gutter, sidewalk, and valley gutter improvements. Profile standards for a 55-mph design speed will govern.
- c) Grading footprint.
- d) 30% hydraulics update.
- e) Utility impacts and revisions.
- f) Traffic delineation.
- g) 30% street lighting design.
- h) Preliminary determination showing locations where additional right-of-way and proposed easements (including temporary construction easements) must be obtained along the project. Show property lines, ownership names, and assessors parcel identification along the project.
- i) Preliminary specifications summary.
- j) Submitted 10 copies of plans.
- k) 30% cost estimate

SUBTASK 2.7 INITIAL S.I.D. SET-UP AND RESIDENT CONTACTS

Based on preliminary data collected, and the 30% roadway and drainage plans developed, CONSULTANT will begin individual contacts and public meetings to acquaint affected area residents and land owners about the proposed project. At the request of CITY and as part of TASK 2, CONSULTANT will participate in one initial public meeting and/or hearing including presentation of the technical aspects of the PROJECT and answering questions relative to the design of the PROJECT. Up to five (5) follow-up public meetings will be scheduled during later phases of the SID process (see Subtask 4.3).

Additional meetings shall be reimbursed at the rates cited in Exhibit D.

SUBTASK 2.8 FINAL RIGHT-OF-WAY REQUIREMENTS

Based on reviewed comments and other modifications from CITY's negotiations with property owners, CONSULTANT will modify the Right-of-Way Documents to reflect these negotiations.

Using RTC and CITY standards as guidelines, CONSULTANT will prepare:

- a) One set of Right-of-Way Project drawings. Drawing set to be on reproducible 24" x 36" mylar for CITY files.
- b) Individual property maps on all affected parcels adjoining the project, and legal descriptions for required rights-of-way and/or easements.
- c) Exhibit A sketch maps to be used with temporary construction easements on CITY and other entities parcels.

Said documents will provide sufficient information to allow CITY to prepare legal documents for required rights-of-way and/or easements, and acquire such needed rights-of-way and/or easements.

TASK 2 DELIVERABLES

The Design Report, which will include:

- Geotechnical Report
- Drainage Report (with HEC-1 and WSPG data disks)
- Traffic Study
- 30% Roadway Drawings – ten (10) full size sets
- 30% Drainage Drawings – ten (10) full size sets
- 30% Cost Estimate

CONSULTANT will deliver one (1) set of 30% drawings to each of the following:

- Las Vegas Valley Water District
- Nevada Power Company
- Sprint
- Prime Cable
- Southwest Gas Company

for review of utility information.

TASK 3 - 70% SUBMITTAL OF DESIGN PLAN SHEETS

TASK 3 activities will be for the purpose of updating, expanding upon and detailing various project elements from TASK 2, including:

- a) Roadway cross sections and pavement design
- b) Final Design Report
- c) 70% hydraulic study
- d) Revised storm drain system (with inlet design)
- e) Existing and relocated utilities
- f) Curb, gutter and sidewalk
- g) Construction conflicts / phasing
- h) Traffic delineation
- i) Street lighting
- j) Traffic signals
- k) Plan & profile sheets
- l) New and existing construction
- m) Utility potholing (up to 20 sites, additional sites shall be reimbursed at the rates cited in Exhibit D)
- n) Final site walk-through with CITY and CNLV representatives
- o) Bid schedule
- p) Detailed specifications outline
- q) 70% cost estimate
- r) Preliminary construction schedule
- s) Locate existing utilities and fence footings, where necessary, by potholing to confirm location and depth. Potholes will be reimbursed at the rates cited in Exhibit B. The work shall include traffic control, surveying, and permanent patching.
- t) Final Right-of-Way Requirements. Update data on property lines, ownership names, and assessors parcel numbers along the project. Provide all required land surveying and legal descriptions for necessary rights-of-way and easements (temporary and permanent).

TASK 3 DELIVERABLES

The 70% Submittal will include:

- 1) 70% Plans, Specifications, and Estimate – Prepare and furnish ten (10) sets of full size (24" x 36") drawings and special provisions. Prepare and furnish 3 copies of the 70% Quantities and Cost Estimate.
- 2) Final Design Report – Prepare and furnish three (3) copies of the final report, including all drainage analyses of floppy disks.
- 3) Right-of-Way Drawings - Prepare and furnish three (3) sets of full size (24" x 36") drawings, and three (3) sets of exhibits (8½" x 11").
- 4) Deliver one (1) set 30% drawings to each of the following:
 - Las Vegas Valley Water District
 - Nevada Power Company
 - Sprint
 - Prime Cable
 - Southwest Gas Company,
 for review of utility information.

TASK 4 - ORGANIZATION OF SPECIAL IMPROVEMENT DISTRICTS

TASK 4 activities will be for the purpose of expanding and completing the S.I.D. organization process. The S.I.D. subtasks and activities include:

SUBTASK 4.1 CITY S.I.D.

CONSULTANT shall:

- a) Coordinate with developers with properties adjacent to Ann Road, between Rancho Drive and Decatur Blvd., concerning private construction schedules, potential construction conflicts and utility needs.
- b) Evaluate side streets for limits of inclusion in the S.I.D., and recommend appropriate S.I.D. limits to CITY.
- c) CONSULTANT shall attend informal property owners meetings (see SUBTASK 4.3) to address technical questions as requested by CITY.

SUBTASK 4.2 COUNTY S.I.D.

CONSULTANT shall:

- a) Coordinate with COUNTY and perform research to determine all tax parcels adjoining Ann Road, between Rancho Drive and Decatur Blvd., and affected by the S.I.D.
- b) Coordinate with COUNTY to prepare up to fifty (50) individual assessment maps for S.I.D. The plat maps shall show all existing improvements, proposed roadway improvements and recommended locations for utility laterals and driveways based upon property owner input. The individual plat maps shall be prepared on 8 1/2" x 11" bond paper in COUNTY format.
- c) Coordinate with COUNTY to prepare Provisional Order and Final Assessment Plat Maps for the S.I.D. The Plat Maps shall show property lines, names of owners, parcel numbers, assessable front footage per parcel, legend, north arrow, typical sections, proposed assessable improvements, table of assessment units with quantities per parcel, general notes, etc. The Plats shall be prepared on 24" x 36" mylar at a scale of 1" = 100'.
- d) Coordinate with COUNTY to prepare an S.I.D. visual display for use at informal property owners meetings and public hearings for the S.I.D. The display shall be on as large a scale as appropriate for a public meeting, up to 1"=40', and shall be mounted on 24" x 36" foam core board. Display may be hinged to a maximum size of 24" x 72".
- e) Coordinate with COUNTY to determine assessable front footage along SEGMENT 1 and improvements for each tax parcel affected by the S.I.D. and provide backup documentation (i.e. deeds, parcel maps, record of survey, etc.).
- f) Attend the informal property owners meetings (see SUBTASK 4.3) and address technical questions as requested by COUNTY.

All SID information shall be prepared in COUNTY format.

SUBTASK 4.3 INCORPORATE S.I.D. MEETING RESULTS

As part of TASK 4, CONSULTANT shall participate in up to six (6) additional public meetings and/or hearings at the request of CITY including presentation of the technical aspects of the PROJECT and answering questions relative to the design of the PROJECT. S.I.D. meetings are included under this item. Additional meetings shall be reimbursed at the rates cited in Exhibit D.

After consultation with CITY, appropriate revisions of the design will be made based on S.I.D. feedback.

TASK 4 DELIVERABLES

The Organization of SIDs Submittal will include:

- 1) Initial plat maps showing all information outlined in Subtask 4.2 (b).
- 2) Provisional Order and Final Assessment Plat maps for SIDs, showing all information outlined in Subtask 4.2 (c).
- 3) Visual displays.
- 4) Additional back-up information as required by COUNTY SID guidelines.

TASK 5 - 90% SUBMITTAL OF BID DOCUMENTS

TASK 5 activities will be for the purpose of finalizing various incomplete or preliminary project elements from TASKS 2 & 3, and for developing construction plans for full improvements on a 100-foot R/W, including:

- a) Cross sections
- b) 90% hydraulic study
- c) Revised storm drain system
- d) Existing and relocated utilities
- e) Construction phasing
- f) Final signing and striping
- g) Traffic signals
- h) Plan & profile sheets
- i) Bid schedule
- j) Final specifications
- k) 90% cost estimate
- l) Anticipated construction schedule
- m) Final Right-of-Way Requirements
- n) Submitted ten copies of plans and specifications

TASK 5 DELIVERABLES

The 90% Submittal will include:

- 1) 90% Plans, Specifications, and Estimate – Prepare and furnish ten (10) sets of full size (24" x 36") drawings and special provisions. Prepare and furnish 3 copies of the 90% Quantities and Cost Estimate.
- 2) Exhibit for use in presentations to the Clark County Regional Flood Control District.
- 3) Applications for applicable permits.

TASK 6 - FINAL SUBMITTAL OF BID DOCUMENTS

Based on the 90% review comments, CONSULTANT will finalize plan, specification and bid documents and cost estimates for the PROJECT. CONSULTANT will be responsible for preparation of the final bid contract document package for advertisement of the project.

CITY will do the printing of the final bid contract document package.

TASK 6 DELIVERABLES

The 100% Submittal will include:

- 1) 100% Plans and Special Provisions – Prepare and furnish one (1) set of full size (24" x 36") mylar drawings and special provisions. Prepare and furnish one (1) copy of the Special Provisions containing an original stamp and signature of a Nevada Professional Engineer.
- 2) Engineer's Estimate for comparison against bids received for the project.
- 3) Traffic Control Schematic.
- 4) Construction schedule "mock-up".
- 5) Electronic copy of bid documents.

EXHIBIT B
ADDITIONAL SERVICES

- | | | |
|------|---|----------------------------|
| i. | Public Meetings (beyond the RTC and CCRFCD meetings) | <u>\$2100.00 each</u> |
| ii. | Falling Weight Deflectometer testing program and report of data with recommendations. | <u>\$8200.00 each</u> |
| iii. | Groundwater monitoring well, with hydrocarbon analysis | <u>\$4000.00 each</u> |
| iv. | Foundation soil sampling, with R-value testing | <u>\$275.00 each</u> |
| v. | Utility Potholes | <u>\$825.00 each</u> |
| vi. | Traffic Signal | <u>\$9,500.00 each</u> |
| vii. | Construction Management Support | <u>\$51,620.00 T&M</u> |
| | a) Attendance at Pre-bid meeting and preparation of addenda | |
| | b) Attendance at Pre-construction meeting | |
| | c) Project site visits | |
| | d) Review of submittals / shop drawings | |
| | e) Response to RFIs | |
| | f) Additional design as needed | |
| | g) Completion of Record Drawings | |

EXHIBIT C**ANN ROAD: DRIVE TO FERRELL STREET****PROJECT SUMMARY:**

TASK 1: PROJECT CONTROLS				Used Labor Costs	
Subtask 1.1: Management	90	hrs.		\$6,550.00	
Subtask 1.2: Administration	90	hrs.		\$6,550.00	
Subtask 1.3: Meetings	260	hrs.		\$25,140.00	
Subtask 1.4: Quality Control	80	hrs.		\$7,480.00	
Subtask 1.5: Permitting	40	hrs.		\$2,640.00	
TASK 2: DESIGN REPORT / 30% PLANS SUBMITTAL					
Subtask 2.1: Research and Data Collection	360	hrs.		\$30,240.00	
Subtask 2.2: Surveys / Mapping	536	hrs.		\$62,192.00	
Subtask 2.3: Geotechnical Investigation	0	hrs.		\$0.00	
Subtask 2.4: Preliminary Hydraulic / Hydrologic Study	590	hrs.		\$49,310.00	
Subtask 2.5: Preliminary Traffic Study	260	hrs.		\$22,520.00	
Subtask 2.6: 30% Design Plans	1,854	hrs.		\$165,410.00	
Subtask 2.7: Initial S.I.D. Set-Up and Resident Contacts	220	hrs.		\$18,500.00	
Subtask 2.8: Final Right-Of-Way Requirements	256	hrs.		\$23,560.00	
TASK 3: 70% SUBMITTAL OF DESIGN PLAN SHEETS	1,712	hrs.		\$149,190.00	
TASK 4: ORGANIZATION OF SPECIAL IMPROVEMENT DISTRICTS					
Subtask 4.1: City S.I.D.	140	hrs.		\$12,120.00	
Subtask 4.2: County S.I.D.	380	hrs.		\$33,640.00	
Subtask 4.3: Incorporate S.I.D. Meeting Results	90	hrs.		\$7,760.00	
TASK 5: 90% SUBMITTAL OF BID DOCUMENTS	1,312	hrs.		\$117,690.00	
TASK 6: FINAL SUBMITTAL OF BID DOCUMENTS	660	hrs.		\$56,580.00	
SUPPLEMENTAL SERVICES				\$60,000.00	
PROJECT SUBTOTALS:				8,930	Hrs. \$857,072.00
PROJECT STAFFING TIME BREAKDOWN:					
Principal	350	hrs.	Engineer Tech	2,190	hrs.
Traffic Engineer	300	hrs.	Surveyor	282	hrs.
Project Manager	1,340	hrs.	Survey Tech	652	hrs.
Project Engineer	1,420	hrs.	Survey Crew	376	hrs.
Staff Engineer	1,360	hrs.	Clerical	660	hrs.
TOTAL HOURS:				8,930 Hrs.	
SUBCONSULTANT/MISCELLANEOUS COSTS:					
Parsons Transportation Group-Structural				\$20,000.00	
Terracon-Geotech				\$47,725.00	
Kenny-Aerial Mapping				\$15,685.00	
Indirect Costs				\$8,500.00	
Pot Holes				\$20,000.00	
SUBCONSULTANT SUBTOTALS:				\$111,910.00	
PROJECT TOTAL:				\$968,982.00	

EXHIBIT D
FEE ESTIMATE FOR CITY OF LAS VEGAS

ACTIVITY/TASK		PERSONNEL - Hours										TOTALS			
No.	Description	Principal @ \$140/Hr.	Traffic Engineer @ \$118/Hr.	Project Manager @ \$106/Hr.	Project Engineer @ \$86/Hr.	Staff Engineer @ \$75/Hr.	Engineer Tech @ \$80/Hr.	Surveyor @ \$100/Hr.	Survey Tech @ \$81/Hr.	Survey Crew @ \$166/Hr.	Chemical @ \$47/Hr.	Total Hours	Labor Costs	Sub Costs	TOTAL COSTS
1	PROJECT CONTROLS														\$0.00
1.1	MANAGEMENT			40							50	90	\$6,550.00	\$1,000.00 ⁴	\$7,550.00
1.2	ADMINISTRATION			40							50	90	\$6,550.00	\$1,000.00 ⁴	\$7,550.00
1.3	MEETINGS	50	20	50	50		30	20			40	260	\$25,140.00	\$1,000.00 ⁴	\$26,140.00
1.4	QUALITY CONTROL	40									40	80	\$7,480.00		\$7,480.00
1.5	PERMITTING				20						20	40	\$2,640.00		\$2,640.00
2	DESIGN REPORT / 30% PLANS SUBMITTAL														\$0.00
2.1	RESEARCH AND DATA COLLECTION	20		40	80	100	100				20	360	\$30,240.00	\$20,000.00 ⁵	\$50,240.00
2.2	SURVEYS / MAPPING							104	232	200		536	\$62,192.00	\$15,685.00 ³	\$77,877.00
2.3	GEOTECHNICAL INVESTIGATION													\$47,725.00 ²	\$47,725.00
2.4	PRELIMINARY HYDRAULIC / HYDROLOGIC STUDY	40		100	150	180	40				80	590	\$49,310.00	\$1,000.00 ⁴	\$50,310.00
2.5	PRELIMINARY TRAFFIC STUDY		120			40	20				80	260	\$22,520.00	\$1,000.00 ⁴	\$23,520.00
2.6	30% DESIGN PLANS	80	40	200	300	300	600	4	210	80	40	1,854	\$165,410.00	\$1,000.00 ⁴	\$166,410.00
2.7	INITIAL S.I.D. SET-UP AND RESIDENT CONTACTS			40	40	60	80					220	\$18,500.00		\$18,500.00
2.8	FINAL RIGHT-OF-WAY REQUIREMENTS						40	80	120	16		256	\$23,560.00		\$23,560.00
3	70% SUBMITTAL OF DESIGN PLAN SHEETS	40	40	300	300	300	600	2	10	40	80	1,712	\$149,190.00	\$1,000.00 ⁴	\$150,190.00
4	ORGINIZATION OF SPECIAL IMPROVEMENT DISTRICTS														\$0.00
4.1	CITY S.I.D.			20	20	20	40	20	20			140	\$12,120.00		\$12,120.00
4.2	COUNTY S.I.D.			100	40	60	100	40	40			380	\$33,640.00		\$33,640.00
4.3	INCORPORATE S.I.D. MEETING RESULTS			10	20		40	10	10			90	\$7,760.00		\$7,760.00
5	90% SUBMITTAL OF BID DOCUMENTS	40	40	300	300	200	300	2	10	40	80	1,312	\$117,690.00	\$20,000.00 ¹	\$137,690.00
6	FINAL SUBMITTAL OF BID DOCUMENTS	40	40	100	100	100	200				80	660	\$56,580.00	\$1,500.00 ⁴	\$58,080.00
	SUPPLEMENTAL SERVICES													\$60,000.00	\$60,000.00
TOTALS (Not-To-Exceed)		350	300	1340	1420	1360	2190	282	652	376	680	8,930	\$797,072.00	\$171,910.00	\$968,982.00

¹Parsons Transportation Group - Structural; ²Terracon-Geotech; ³Kenny-Aerial Mapping; ⁴Indirect Costs; ⁵Pot Holes

ANN ROAD: RANCHO DRIVE TO FERRELL STREET PROJECT

ID	Task Name	Duration	Start	Finish	1999												2000											
					M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D				
1	PROJECT CONTROLS	420d	Mon 5/3/99	Fri 12/8/00																								
2	DESIGN REPORT / 30% PLANS SUBMITTAL	120d	Mon 5/3/99	Fri 10/15/99																								
3	RESEARCH & DATA COLLECTION	4w	Mon 5/3/99	Fri 5/28/99																								
4	SURVEYS / MAPPING	8w	Mon 5/3/99	Fri 6/25/99																								
5	GEOTECHNICAL INVESTIGATION	12w	Mon 5/3/99	Fri 7/23/99																								
6	PRELIMINARY HYDRAULIC / HYDROLOGIC ST	16w	Mon 5/3/99	Fri 8/20/99																								
7	PRELIMINARY TRAFFIC STUDY	16w	Mon 6/28/99	Fri 10/15/99																								
8	30% DESIGN PLANS	16w	Mon 6/28/99	Fri 10/15/99																								
9	CLV Review	30d	Mon 10/18/99	Fri 11/26/99																								
10	INITIAL S.I.D. SET-UP AND RESIDENT CONTACTS	30d	Mon 10/18/99	Fri 11/26/99																								
11	70% SUBMITTAL OF DESIGN PLAN SHEETS	120d	Mon 11/29/99	Fri 5/12/00																								
12	ORGINIZATION OF SPECIAL IMPROVEMENT DIST	60d	Wed 12/15/99	Tue 3/7/00																								
13	CLV Review	30d	Wed 12/15/99	Tue 1/25/00																								
14	CITY S.I.D.	60d	Wed 12/15/99	Tue 3/7/00																								
15	COUNTY S.I.D.	60d	Wed 12/15/99	Tue 3/7/00																								
16	FINAL RIGHT OF WAY REQUIREMENTS	30d	Mon 5/15/00	Fri 6/23/00																								
17	90% SUBMITTAL OF BID DOCUMENTS	90d	Mon 5/15/00	Fri 9/15/00																								
18	INCORPORATE S.I.D. MEETING RESULTS	30d	Wed 3/8/00	Tue 4/18/00																								
19	CLV Review	30d	Mon 9/18/00	Fri 10/27/00																								
20	FINAL SUBMITTAL OF BID DOCUMENTS	60d	Mon 9/18/00	Fri 12/8/00																								

Project: Ann Road: Rancho Drive to F
Client: City of Las Vegas
Date: Thu 3/4/99

Task

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Milestone

Rolled Up Progress

EXHIBIT F

INVOICE FORMAT

March 4, 1999
W.O.# 0000

City of Las Vegas
c/o City Engineer
400 E. Stewart Avenue
Las Vegas, NV 89101

ATTENTION: Mr. Joe L. Christensen, P.E.
Project Manager

SUBJECT: Ann Road: Rancho Drive to Ferrell Street Project
Payment Request # 0

Reference: CLV P.O. # XXXXX

Billing Period: April 2, 1997 to April 2, 1997

TASK I

Subtask 1.1: Research / Data Collection

Contract Amount	\$6,792.000
Current Charges:	
<u>Direct Labor</u>	
K. Gilbreth	\$0.00 .
J. Anderson	\$0.00 .
W. Mahan	\$0.00 .
Subtotal .	\$0.00 .

Subtask 1.2: Surveys / Mapping

Contract Amount	\$75,416.82 6
Current Charges:	
<u>Direct Labor</u>	
S. Long	\$0.00 .
Survey Crew (3 men)	\$0.00 .
Subtotal .	\$0.00 .

DIRECT LABOR SUBTOTAL .	\$0.00 .
+ Overhead & Fringe Benefits .	\$0.00 .

Payment Requested This Period:.	LABOR TOTAL: .	\$0.00 .
Payment Requested This Period:.	FEE: .	\$0.00 .

Direct Costs:

Subtask 1.1 - Reproduction \$0.00 .

Subtask 1.2 - Reproduction \$0.00 .

Payment Requested This Period:	DIRECT COSTS TOTAL:	\$0.00 .
-----------------------------------	---------------------	----------

Subconsultant Services:

Subtask 1.2 - N.A.M. for Aerial Mapping \$0.00 .

Payment Requested This Period:

SUBCONSULTANT SERVICES TOTAL:	\$0.00 .
-------------------------------	----------

TOTAL AMOUNT REQUESTED THIS PERIOD:	\$0.00 .
-------------------------------------	----------

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 36

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****REPORT/ACTION ITEMS****75**

Approval of a cooperative agreement with the Nevada Department of Transportation (NDOT) for funding of the Elkhorn and Tropical overpasses on US95

(Fiscal Impact: The City will receive reimbursement for the cost of design up to \$1,300,000)

McDONALD - Motion to approve:**Items 5 through 51****Items 53 through 61****Items 64 through 94****-carried UNANIMOUSLY with Ward 2 seat vacant****Item 4:****TABLED under separate action**
(see individual item)**Item 52:****APPROVED under separate action**
(see individual item)**items 62 and 63:****STRICKEN under separate action**
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030**76**

Approval of a professional services agreement with Poggemeyer Design Group for design of the Elkhorn Road overpass and a portion of Town Center Loop Road

(Fiscal Impact: Total Funding of \$1,779,434 will be provided by City Special Improvement District and Nevada Department of Transportation, contingent on NDOT's approval of its portion)

APPROVED - see above

AGENDA DOCUMENTATION**CITY COUNCIL**MEETING OF
June 28, 1999

TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF A COOPERATIVE AGREEMENT WITH THE NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) FOR FUNDING OF THE DESIGN OF THE ELKHORN AND TROPICAL OVERPASSES ON US95

PURPOSE/BACKGROUND

This cooperative agreement between the City and the Nevada Department of Transportation (NDOT) will permit the City to proceed with the design of the Elkhorn and Tropical overpasses. NDOT will reimburse the City for the costs incurred for this design.

FISCAL IMPACT

The City will receive reimbursement for the cost of design, up to \$1,300,000.

RECOMMENDATION

The Director of Public Works recommends the City Council authorize the Mayor to execute the Cooperative Agreement with NDOT.

AGENDA ITEM**75**

Agreement No. PR 285-99-010

COOPERATIVE AGREEMENT

THIS AGREEMENT, dated this 11th day of August, 1999, by and between the STATE OF NEVADA, Department of Transportation, hereinafter called DEPARTMENT, and the City of Las Vegas, a municipal corporation, hereinafter called CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may contract for such technical services that may be required; and

WHEREAS, pursuant to the provisions contained in Chapter 277 of the Nevada Revised Statutes, the parties are authorized to enter into agreements for joint or cooperative action; and

WHEREAS, the Transportation Equity Act (TEA21) provides Federal Aid Surface Transportation Program (STP) funds, a portion of which is prioritized by the Metropolitan Planning Organization. (MPO).

WHEREAS, The Clark County Regional Transportation Commission has programmed STP funds in their Transportation Improvement Program (TIP) in the amount of \$5,663,000, for preliminary engineering, right-of-way, and construction of a portion of Tropical Parkway, from the frontage road connections on either side of US 95 including a 6-lane overpass to carry Tropical Parkway over US 95, South of the Beltway Interchange and in the amount of \$4,500,000 for preliminary engineering, right of way and construction of a portion of Elkhorn Road, from the frontage road

connections on either side of US 95 including a 6-lane overpass to carry Elkhorn Road over US 95 north of the Beltway Interchange (all hereinafter called "PROJECT"); and

WHEREAS, CITY and DEPARTMENT desire to cooperate in the design, permitting, environmental studies, bid period, and construction phase of such PROJECT; and

WHEREAS, CITY will own the right-of-way along the alignments of Tropical Parkway and Elkhorn Road on either side of the US 95 right-of-way and will continue to own said property; and

WHEREAS, CITY desires to include the construction of the frontage roads, as depicted in Exhibit A, with PROJECT which will tie Tropical Parkway and Elkhorn Road into the ultimate system of frontage roads surrounding the future system interchange of US 95 and the Northern Beltway, (hereinafter called "FRONTAGE ROAD CONSTRUCTION"); and

WHEREAS, both PROJECT and FRONTAGE ROAD CONSTRUCTION will be advertised as one construction contract; and

WHEREAS, DEPARTMENT has agreed to program STP (Las Vegas) funds in the amount of \$5,663,000 for Tropical Parkway and \$4,500,000 for Elkhorn Road for the design and construction costs of PROJECT; and

WHEREAS, since the PROJECT crosses over DEPARTMENT's US 95, Right-of-Way, the DEPARTMENT using DEPARTMENT funds, will be responsible for the 5% match of the Federal STP funds in the amount of \$534,894.74.

WHEREAS, CITY has agreed to fund all costs of FRONTAGE ROAD CONSTRUCTION which is estimated at \$8,000,000; and

WHEREAS, DEPARTMENT will administer the construction on PROJECT and FRONTAGE ROAD CONSTRUCTION under one construction contract; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

DEPARTMENT AGREES:

1. To program Federal Surface Transportation Program (STP) (Las Vegas) Funds for the design, environmental process, project permitting, and construction of the PROJECT in CITY and DEPARTMENT right-of-way at the rate of 95% of the PROJECT cost. Said 95% share is estimated at Ten Million One Hundred and Sixty-Three Thousand (\$10,163,000) Dollars.

2. To contribute, using DEPARTMENT'S funds, the match in the amount of 5% of the PROJECT cost. Said match is estimated at Four Hundred Sixty Nine Thousand Four Hundred Seventy Four (\$469,474) Dollars.

3. To invoice CITY monthly, the construction costs for FRONTAGE ROAD CONSTRUCTION which is estimated at \$8,000,000.

4. To be responsible for the preparation of environmental documents, or any other permitting required for PROJECT only.

5. To review the design plans at the 60%, 90% and final completion level, prepare the construction specifications, and administer the contract for construction, which includes advertising for bids, awarding, construction inspection, and making

payments to the Contractor. The construction contract will include both PROJECT and FRONTAGE ROAD CONSTRUCTION.

6. To allow CITY to review and comment on all PROJECT change orders not related to the bridge and bridge approach slabs. DEPARTMENT will consider CITY's comments if received within two weeks from the submittal to the CITY.

7. To allow CITY to review and approve all change orders for Frontage Road construction. CITY will have two weeks within which to respond.

8. To pay CITY for preliminary engineering costs incurred by CITY for PROJECT within four weeks of receipt of invoices with necessary documentation. This payment will be paid 95% from federal STP Funds and 5% from DEPARTMENT funds.

9. To own the bridges and to maintain the bridge structural components, the abutments, the piers if any, the slope paving if any, and the approach slabs, and to remove graffiti visible from US 95.

10. To allow CITY or its designated representatives to observe, review and inspect all work associated with the PROJECT during construction with the understanding that any and all items of concern are reported to DEPARTMENT's Resident Engineer for consideration and not to contractor.

11. To convey to CITY after completion of construction and by Resolution of Relinquishment upon approval by the Transportation Board of Directors any Right-of-Way that DEPARTMENT owns outside of the 300 foot wide US 95 Control of Access at Tropical Parkway and

the 320 foot wide control of access at Elkhorn Road needed to construct PROJECT and FRONTAGE ROAD CONSTRUCTION.

12. To revoke utility encroachment permits as per NRS 408.210 and require utility relocation as necessary to accommodate both PROJECTS.

CITY AGREES:

1. To be responsible for preliminary engineering for the design of the PROJECT and FRONTAGE ROAD CONSTRUCTION. Design of PROJECT shall be to DEPARTMENT Standards and Specifications, and design of FRONTAGE ROAD CONSTRUCTION may be to CITY standards and specifications. The plans for both PROJECT and FRONTAGE ROAD CONSTRUCTION will be to DEPARTMENT format.

2. To invoice DEPARTMENT monthly for preliminary engineering costs incurred by CITY's consultant for PROJECT, estimated to be \$1,300,000. Invoicing will include copy of CITY's consultant billing.

3. To pay 100% of the construction costs within 4 weeks of DEPARTMENT's monthly invoices for FRONTAGE ROAD CONSTRUCTION, estimated to be \$8,000,000.

4. To assist DEPARTMENT during the bid period by participating in the pre-bid and/or preconstruction conference, and by responding to bidder's questions and reviewing the bids.

5. To assist DEPARTMENT during construction by reviewing and approving change orders not related to the bridges or bridge approach slabs, by reviewing construction, and by attending project meetings and the final inspection. Any comments and concerns on

change orders or construction shall be addressed directly to DEPARTMENT'S Resident Engineer and not to the contractor.

6. To maintain all of the PROJECT improvements but excluding those improvements listed in paragraph ⁹~~8~~ under "DEPARTMENT AGREES" and including the riding surface over the structure and graffiti visible from Tropical Parkway and Elkhorn Road. Brh

7. To own and maintain all of FRONTAGE ROAD CONSTRUCTION improvements and without waiving the limitations of liability set forth in NRS Chapter 41 to indemnify, hold harmless and defend DEPARTMENT from and against all liability, claims, actions, damages, losses and expenses, including but not limited to reasonable attorney fees and costs arising out of the maintenance, design, safety or quality of work of said FRONTAGE ROAD CONSTRUCTION upon acceptance of construction by CITY.

8. To prepare the design plans for the PROJECT and FRONTAGE ROAD CONSTRUCTION to DEPARTMENT's plan format using DEPARTMENT's bid item numbers.

9. To prepare plans and specifications for the relocation of sanitary sewer facilities or Las Vegas Valley Water District Facilities which are necessary to construct the projects, and to incorporate said plans and specifications into the contract for both PROJECT and FRONTAGE ROAD CONSTRUCTION.

10. To be responsible for the preparation of any environmental documents or permits or any other permitting required for the FRONTAGE ROAD CONSTRUCTION only.

11. To be responsible for acquiring all necessary Right-of-

Way pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended which are needed to construct PROJECT and FRONTAGE ROAD CONSTRUCTION. To accept Right-of-Way currently owned by the DEPARTMENT and to retain ownership of the right-of-way for the PROJECT and FRONTAGE ROAD CONSTRUCTION outside of the 300 foot wide US 95 mainline control of access at Tropical Parkway and the 320 foot wide control of access at Elkhorn Road. The CITY will allow and does hereby allow DEPARTMENT to occupy CITY right-of-way for the purposes of constructing PROJECT and FRONTAGE ROAD CONSTRUCTION.

12. To identify and relocate all utilities which are in place by easement or other reimbursable right, and to relocate said utilities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Any utility costs required to accommodate the PROJECT will be an eligible cost to the PROJECT.

13. To certify to DEPARTMENT in writing, fifteen days prior to the PROJECT and FRONTAGE ROAD CONSTRUCTION being advertised, that all rights-of-way needed for the projects have been acquired or the legal right to occupy the property has been secured and that all utility adjustments have been completed or are provided for to accommodate the projects in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended.

14. To require relocation of those utilities under franchise agreement with the CITY as required to accommodate the construction

of both projects at no cost to DEPARTMENT.

15. To be responsible for environmental work, or any permitting required for FRONTAGE ROAD CONSTRUCTION.

IT IS MUTUALLY AGREED:

1. This agreement may be terminated by either party prior to the date set forth above, provided a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. If terminated unilaterally by the CITY, all Department and federal funding spent up to that time shall be reimbursed by the CITY. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited or impaired.

2. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no

modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

3. The DEPARTMENT does not provide any warranty that the estimated PROJECT cost of \$9,389,474 is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the information provided to the DEPARTMENT by the CITY, which is on notice that it should be wary in its reliance on the estimates provided by CITY and set forth in this Agreement.

4. Costs incurred for preliminary engineering and for construction engineering performed by CITY staff for the design and construction of both PROJECT and Frontage Road construction will not be reimbursable.

5. Any costs incurred by CITY prior to execution of this agreement will not be reimbursable.

6. CITY may hire a consultant to perform all or part of the engineering design.

7. After the bid opening, if the total PROJECT and FRONTAGE ROAD CONSTRUCTION costs exceed the Engineer's Estimate (based on the bid proposal) by more than seven (7) percent, the DEPARTMENT and the CITY jointly will decide to either award both projects, to modify the design and readvertise, or to not award both projects. If the decision is to award, then in order to award, the CITY will write the DEPARTMENT a letter within three weeks of bid opening, stating that the City Council has approved the additional funding,

if required, to fund CITY's portion of the PROJECT. If DEPARTMENT and CITY cannot jointly decide, the PROJECT and FRONTAGE ROAD CONSTRUCTION shall be canceled.

8. During project development, should the total PROJECT and FRONTAGE ROAD CONSTRUCTION cost estimates increase over the amount set forth in this agreement, then the CITY will be responsible to get additional funds (STP funds or other funds) approved through the Clark County RTC prior to advertisement. The contract will not be advertised without written concurrence from the City of Las Vegas.

9. Except as provided under paragraph 7 of City Agrees, to the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. The laws of the STATE of Nevada shall be applied in interpreting and construing this Agreement.

11. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

12. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

DEPARTMENT: Thomas E. Stephens, P.E., Director
Attn: Steve Oxoby
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
(775) 888-7490

CITY: Charlie Kajkowski, Planning Engineer
City of Las Vegas Public Works
741 S. Fourth Street
Las Vegas, NV 89101
(702) 782-9821

13. The term of this Agreement shall be from the date first written above and shall be terminated when all the items of work or construction of all improvements contemplated herein have been completed and accepted by the CITY and DEPARTMENT, save and except the responsibility for maintenance as specified herein.

14. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of

this agreement.

15. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for seven (7) years after final payment is made.

16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

17. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

18. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

Jeffrey F. Fournier
Director
Department of Transportation

Approved as to Legality & Form:

Brian Hutchins
Deputy Attorney General

Reviewed:

Regina F. Wright
District Engineer

Reviewed:
William A. Murels
Right of Way
A: Tropical Clark County

CITY OF LAS VEGAS

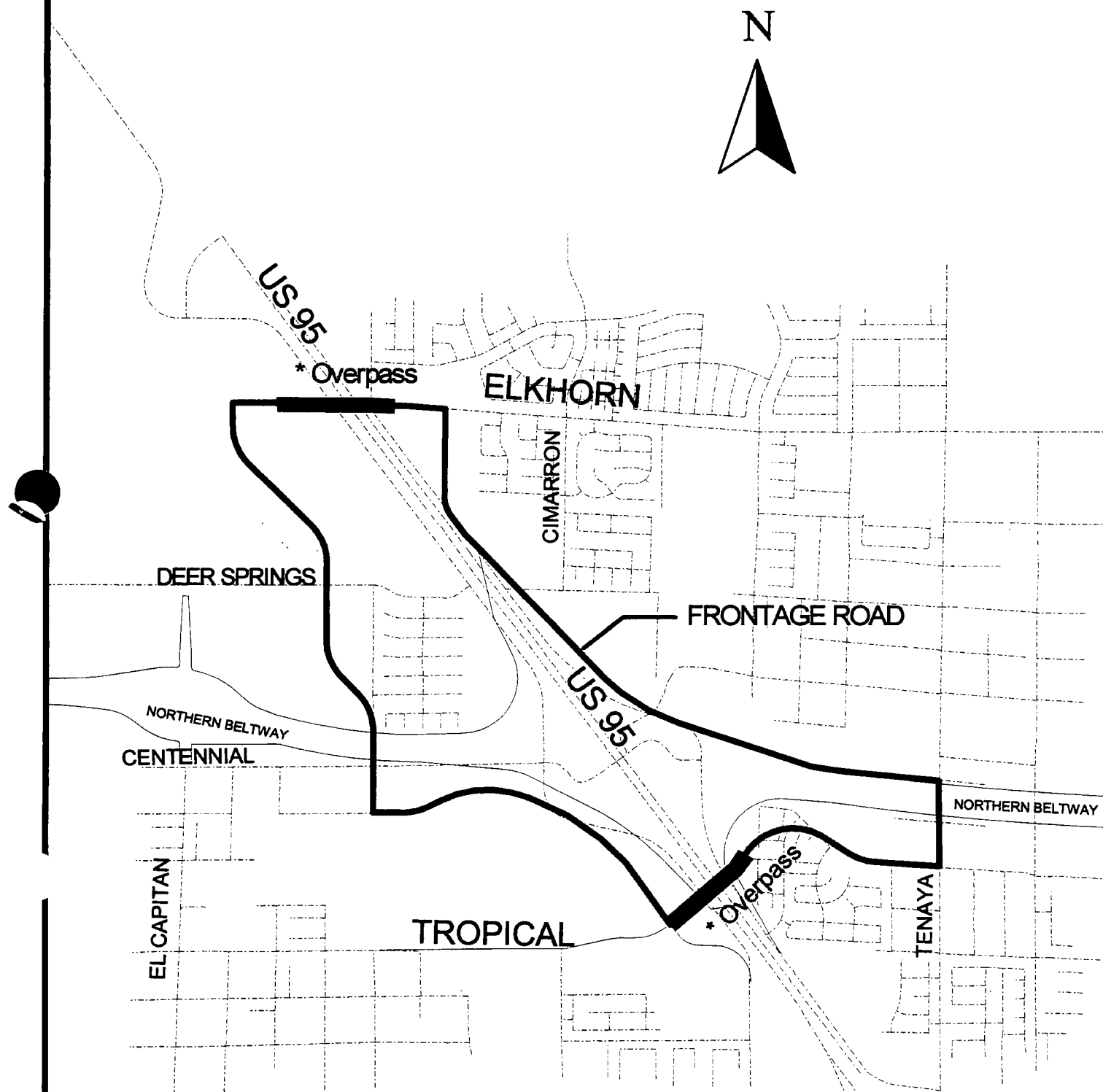
Oscar Goodman
OSCAR GOODMAN, Mayor
"City"

Approved as to Form:

Thomas R. Green
City Attorney

Attest:

By Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk



* Overpass Limits : Touch Down to Touch Down

EXHIBIT A

AGENDA DOCUMENTATION**CITY COUNCIL**MEETING OF
JUNE 28, 1999

TO: CITY COUNCIL

FROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

**SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH POGGEMEYER DESIGN
GROUP FOR DESIGN OF THE ELKHORN ROAD OVERPASS AND A PORTION OF TOWN
CENTER LOOP ROAD**

PURPOSE/BACKGROUND

A Professional Services Agreement (PSA) with Poggemeyer Design Group has been prepared for design of the Elkhorn Road Overpass and a portion of the Town Center Loop Road. The purpose of this item is to preapprove the PSA with Poggemeyer on the subject project contingent on NDOT approval of their portion of the funding for the design work.

FISCAL IMPACT

Funding will be provided by City Special Improvement District (\$1,190,555) and Nevada Department of Transportation (\$588,879). Contingent on NDOT approval of their portion, the total funded amount will be \$1,779,434.

RECOMMENDATION

The Director of Public Works recommends that the City Council approve the Professional Services Agreement with Poggemeyer Design Group in the amount of \$1,779,434.00 for design of the Elkhorn Road Overpass and a portion of the Town Center Loop Road, contingent on receipt of NDOT approval of their portion of the design funds.

AGENDA ITEM**76**

PROFESSIONAL SERVICES AGREEMENT
Elkhorn Road Overpass and Town Center Loop Road

THIS AGREEMENT, made and entered into as of the 28th day of June, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation, (hereinafter referred to as "CITY"), and POGGEMEYER DESIGN GROUP, INC., (hereinafter referred to as "LEAD DESIGN CONSULTANT").

WITNESSETH:

WHEREAS, the CITY intends to construct the Elkhorn Road Overpass and the Town Center Loop Road (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain quality professional services of the LEAD DESIGN CONSULTANT to perform design coordination and preparation of contract bid documents for the construction of the PROJECT; and

WHEREAS, the LEAD DESIGN CONSULTANT is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to perform such services within the required time; and

WHEREAS, the LEAD DESIGN CONSULTANT's scope of service and compensation have been arrived at after meaningful negotiations between the CITY and the LEAD DESIGN CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Section I through XI hereof;

SECTION I
RESPONSIBILITY OF LEAD DESIGN CONSULTANT

- A. The LEAD DESIGN CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the LEAD DESIGN CONSULTANT, its subcontractors and other project consultants and its and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, LEAD DESIGN CONSULTANT shall follow practices consistent with generally accepted professional technical engineering standards.
- B. It shall be the duty of LEAD DESIGN CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. LEAD DESIGN CONSULTANT shall not produce a design which violates or infringes on any patent rights. The LEAD DESIGN CONSULTANT shall without additional compensation, correct or revise any error or deficiencies in its design, drawings, specifications, reports and other services. The LEAD DESIGN CONSULTANT shall pay all damages, costs and expenses caused by, resulting from, or arising out of LEAD DESIGN CONSULTANT's negligent performance in its design, drawings, specifications, reports and other services. Permitted or

required approval by the CITY of any products or services furnished by LEAD DESIGN CONSULTANT shall not in any way relieve the LEAD DESIGN CONSULTANT of responsibility for the professional and technical accuracy of its services.

CITY review, approval, acceptance, or payment for any of LEAD DESIGN CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT, and LEAD DESIGN CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to CITY caused by LEAD DESIGN CONSULTANT's negligent acts, errors or omissions in performance of this AGREEMENT.

- C. LEAD DESIGN CONSULTANT shall assign Timothy E. Pinter, P.E., to manage the PROJECT. All of the services specified by this AGREEMENT shall be performed by the Project Manager, or by LEAD DESIGN CONSULTANT's associates and employees identified in the LEAD DESIGN CONSULTANT's proposal under the personal supervision of the Project Manager. All employees identified in the LEAD DESIGN CONSULTANT's cost proposal shall be subject to approval by CITY's representative. Should the Project Manager, or any

key employee of LEAD DESIGN CONSULTANT be unable to complete his or her responsibility for any reason, the LEAD DESIGN CONSULTANT will replace him or her with a qualified person whom the CITY's representative finds satisfactory. If LEAD DESIGN CONSULTANT fails to make a required replacement within thirty (30) calendar days, CITY may terminate this AGREEMENT for default.

- D. The LEAD DESIGN CONSULTANT shall not produce a design or specification which would be in violation of NRS Chapter 338 entitled "Public Works Projects".
- E. LEAD DESIGN CONSULTANT shall furnish CITY's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.
- F. The LEAD DESIGN CONSULTANT agrees that its officers, partners and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will be available for consultation with CITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the CITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

SECTION II RESPONSIBILITY OF CITY

- A. The CITY agrees that its officers and employees will cooperate with LEAD DESIGN CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with LEAD DESIGN CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services to be performed by LEAD DESIGN CONSULTANT under this AGREEMENT shall be subject to periodic review by CITY's representative. The review comments of CITY's representative shall be reported in writing to LEAD DESIGN CONSULTANT by CITY's representative. To prevent an unreasonable delay in LEAD DESIGN CONSULTANT's work, the CITY's representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the LEAD DESIGN CONSULTANT within fifteen (15) calendars days of receipt of such documents. It is understood that CITY's representative's review comments do not relieve LEAD DESIGN CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- C. CITY shall, without charge, furnish to or make available for examination or use by LEAD DESIGN CONSULTANT as it may request, any data

which CITY has available, including as examples only and not as a limitation:

1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

D. CITY shall assist LEAD DESIGN CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the CITY determines that such material is necessary for the completion of the services specified by this AGREEMENT.

SECTION III SCOPE OF SERVICES

Services to be performed by the LEAD DESIGN CONSULTANT shall consist of the services described in Exhibit A of this AGREEMENT.

SECTION IV CHANGES TO SCOPE OF SERVICES

A. The CITY may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be

performed. If such changes cause an increase or decrease in the LEAD DESIGN CONSULTANT's cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Any claim of the LEAD DESIGN CONSULTANT for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the LEAD DESIGN CONSULTANT of notification of change unless the CITY grants in writing a further period of time before the date of final payment under this AGREEMENT.

- B. No services due to a change in scope for which additional compensation will be charged by the LEAD DESIGN CONSULTANT shall be furnished without the written authorization of the CITY.

SECTION V ADDITIONAL SERVICES OF LEAD DESIGN CONSULTANT

- A. Additional services will be provided only as specifically authorized in writing by the CITY's representative and consist of the work described in Exhibit B. Any other work determined by CITY as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
- B. The LEAD DESIGN CONSULTANT shall notify CITY in advance of any additional costs which may be incurred prior to attending such meetings or

public hearings as may be necessary to clarify the interpretation of the work performed by LEAD DESIGN CONSULTANT under this AGREEMENT.

SECTION VI SUBCONTRACTS

LEAD DESIGN CONSULTANT agrees to include in all professional engineering subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that LEAD DESIGN CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY, that no liability arises on the part of the LEAD DESIGN CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the LEAD DESIGN CONSULTANT for said subcontracted work, the subcontractor's only recourse is against the LEAD DESIGN CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.
- B. A provision that the subcontractors have no more rights against the CITY than that of the LEAD DESIGN CONSULTANT.
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this AGREEMENT unless the CITY has

approved any deviation, changes or modifications in writing.

- D. A provision that the subcontractor will obtain and maintain professional Errors and Omissions Insurance coverage in connection with the subcontracted work in an amount equal to that required of the LEAD DESIGN CONSULTANT as provided in Section XI.E entitled "Insurance" of this AGREEMENT.

SECTION VII TERM OF AGREEMENT

This AGREEMENT shall be in force and effect from and after the day on which the CITY gives notice to the LEAD DESIGN CONSULTANT to begin work under this AGREEMENT. This shall remain in effect until one (1) year has elapsed after the final payment for services under this AGREEMENT is made. This section shall not be construed to relieve either party of its obligations to perform under this AGREEMENT while the AGREEMENT is in effect. Termination of this AGREEMENT shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this 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 this AGREEMENT or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION VIII COMPENSATION AND TERMS OF PAYMENT

A. General

Progress Payments: Once each month, the CITY shall pay the LEAD DESIGN CONSULTANT for services performed under Section III entitled "Scope of Services" of this AGREEMENT.

B. Compensation and Method of Payment for Basic Services:

1. The CITY shall pay the LEAD DESIGN CONSULTANT for services identified in Section III entitled "Scope of Services", an hourly fee set forth in Exhibit "D", for the services actually provided in the performance of this AGREEMENT, which fee shall not in any event exceed the limit of \$1,318,626.00. This limit has been established based upon the estimated number of manhours of performance for the job classifications set forth in Exhibit "C". The LEAD DESIGN CONSULTANT shall prepare monthly and submit to CITY's representative in writing a complete statement of costs which includes actual work completed.
2. Payment shall be due within forty-five (45) calendar days after the date of receipt and approval by CITY's representative of monthly invoices describing the work performed during the preceding month.

3. The CITY agrees to pay LEAD DESIGN CONSULTANT for any services described in Section V entitled "Additional Services of Lead Design Consultant", only if the services are requested in writing by the CITY's representative. Payment will be in accordance with paragraphs 1 and 2 of this section for additional services rendered in connection with Exhibit "B". An amount up to, but not exceeding \$460,808.00 may be authorized for service performed under Section V entitled "Additional Services of Lead Design Consultant". The total amount of this entire AGREEMENT shall not exceed \$1,779,434.00.
4. Billings shall be submitted each month for work performed during the previous month in accordance with the labor rates as shown on Exhibit "D", with an original and one copy to the CITY'S representative in the format attached as Exhibit "F".
5. Upon approval of such billings by CITY's representative, payment shall be made to LEAD DESIGN CONSULTANT of ninety-five percent (95%) of the amount determined above, less all previous payments. The remaining five percent (5%) shall be retained as noted in paragraph 7 below.
6. CITY's representative shall subtract from any payment made to LEAD DESIGN CONSULTANT all damages, costs and expenses

caused by, resulting from or arising out of negligent errors or deficiencies in LEAD DESIGN CONSULTANT's designs, drawings, specifications, reports and other services which have not previously been paid by LEAD DESIGN CONSULTANT. The CITY's representative shall provide a written statement to the LEAD DESIGN CONSULTANT of the damages, costs and expenses which have been subtracted from any payment to the LEAD DESIGN CONSULTANT along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the LEAD DESIGN CONSULTANT.

7. Upon satisfactory completion by LEAD DESIGN CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by CITY, which acceptance will not be unreasonably withheld, LEAD DESIGN CONSULTANT will, within forty-five (45) calendar days of CITY's receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

SECTION IX TIME OF PERFORMANCE

LEAD DESIGN CONSULTANT shall furnish CITY's representative a schedule

for performance of services not later than ten (10) calendar days after LEAD DESIGN CONSULTANT receives written notice to proceed from CITY's representative. The schedule shall set forth not more than two hundred seventy four (274) calendar days for Tasks ER(1) through ER(45), as a period of time which may reasonably be required to complete the services identified in Exhibit "A". The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the LEAD DESIGN CONSULTANT will provide a fifteen (15) calendar day allowance for each CITY review period. If the LEAD DESIGN CONSULTANT's performance of services is delayed or if the LEAD DESIGN CONSULTANT's sequence of tasks is changed, he shall notify the CITY's representative in writing of the reasons for the delay. The LEAD DESIGN CONSULTANT shall then prepare a revised schedule for performance of services and submit the revised schedule to the CITY's representative. The LEAD DESIGN CONSULTANT shall perform and complete the work according to the schedule furnished to CITY's representative. If the LEAD DESIGN CONSULTANT is delayed by conditions within his control, as determined by CITY after consultation with the LEAD DESIGN CONSULTANT, CITY shall have the right to increase the percentage withheld from monthly payments under Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT up to ten percent (10%) until such time as the LEAD DESIGN CONSULTANT has complied with the schedule requirement or presented an acceptable plan for such compliance.

SECTION X
AUDIT: ACCESS TO RECORDS

- A. The LEAD DESIGN CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The LEAD DESIGN CONSULTANT shall also maintain the financial information and data used by the LEAD DESIGN CONSULTANT in the preparation or support of the cost submission and a copy of the cost summary submitted to the CITY. The CITY, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The LEAD DESIGN CONSULTANT will provide proper facilities for such access and inspection. Negotiated fixed rates will not change due to an audit.
- B. The LEAD DESIGN CONSULTANT agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of \$10,000.
- C. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

- D. The LEAD DESIGN CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the LEAD DESIGN CONSULTANT is 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 written comments, if any, of the LEAD DESIGN CONSULTANT.
- E. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three (3) years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution, litigation, claim or exception.

SECTION XI MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by LEAD DESIGN CONSULTANT under this AGREEMENT for such period of time as CITY, in its sole discretion, may prescribe by

providing written notice to LEAD DESIGN CONSULTANT at least fifteen (15) calendar days prior to the date on which CITY wishes to suspend. Upon such suspension, CITY shall pay LEAD DESIGN CONSULTANT its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. LEAD DESIGN CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance. In the event the CITY suspends performance by LEAD DESIGN CONSULTANT for any cause other than the error or omission of the LEAD DESIGN CONSULTANT for an aggregate period in excess of thirty (30) calendar days, LEAD DESIGN CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to LEAD DESIGN CONSULTANT under this AGREEMENT to reimburse LEAD DESIGN CONSULTANT for additional costs occasioned as a result of such suspension of performance by CITY. In no event will the CITY be liable to the LEAD DESIGN CONSULTANT for more than \$1,000.00.

B. TERMINATION:

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the LEAD DESIGN CONSULTANT with fifteen (15) calendar days prior written notification to the LEAD DESIGN CONSULTANT. Notification of the LEAD DESIGN CONSULTANT is deemed to have occurred on that date that the LEAD DESIGN CONSULTANT receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XI.U entitled "Notice" of the AGREEMENT.

In the event of termination, without cause or default, the CITY agrees to pay to the LEAD DESIGN CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. DEFAULT

1. The occurrence of any of the following events shall be a default by LEAD DESIGN CONSULTANT hereunder (hereinafter called "Events of Default"):

- a. If LEAD DESIGN CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
- b. If LEAD DESIGN CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of LEAD DESIGN CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to 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 LEAD DESIGN CONSULTANT for the purpose of effecting any of the foregoing;

- c. If any warrant, execution or other writ shall be issued or levied upon any property or assets of LEAD DESIGN CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) calendar days; or
- d. If LEAD DESIGN CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section IX entitled "Time of Performance" of the AGREEMENT.

Then, if any such Event of Default continues for five (5) calendar days after written notice to the LEAD DESIGN CONSULTANT, CITY may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to the LEAD DESIGN CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance due LEAD DESIGN CONSULTANT the reasonable and necessary cost of finishing the work if the CITY cannot complete the performance of this AGREEMENT with the

remaining funds originally set aside and budgeted for this PROJECT and paying the excess, if any, to LEAD DESIGN CONSULTANT and in the event the cost of finishing LEAD DESIGN CONSULTANT's work exceeds the balance due LEAD DESIGN CONSULTANT, such excess shall be paid by LEAD DESIGN CONSULTANT to the CITY within seven (7) calendar days of invoicing by the CITY or (b) terminate this AGREEMENT and all the obligations imposed hereunder, including the obligation of any further payment for the services of the LEAD DESIGN CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of LEAD DESIGN CONSULTANT shall be computed and audited by the CITY's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the LEAD DESIGN CONSULTANT shall pay all costs of such audit.

2. It is expressly agreed that the CITY reserves the right to offset any and all claims made by LEAD DESIGN CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that the CITY might have against LEAD DESIGN CONSULTANT for failure to comply with any of

the terms and conditions of this AGREEMENT.

D. OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, studies and documents specifically to include magnetic media prepared or assembled by the LEAD DESIGN CONSULTANT or any subcontractors which are related to the performance of this AGREEMENT are deemed to be the property of the CITY. In the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all plans, drawings, specifications, studies and documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the LEAD DESIGN CONSULTANT will be at the CITY's sole risk. The LEAD DESIGN CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the CITY.

E. INSURANCE

LEAD DESIGN CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Nevada State Industrial Insurance System (SIIS). Such insurance will protect LEAD DESIGN CONSULTANT and CITY from employee claims based on job related sickness, disease, or accident.
2. Comprehensive General Liability (bodily injury and property damage) Insurance with respect to LEAD DESIGN CONSULTANT's agents and vehicles assigned to the prosecution

of work under this AGREEMENT in a policy limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The General Liability Insurance policy shall be endorsed to include the CITY as additional insured.

3. Professional Liability Insurance for the protection from claims arising out of performance of professional services caused by a negligent act, error or omission for which the insured is legally liable in a policy limit of not less than \$2,000,000 for the period of time covered by this AGREEMENT.
4. The LEAD DESIGN CONSULTANT's Comprehensive General Liability and Professional Liability Insurance policies shall include or be endorsed to cover LEAD DESIGN CONSULTANT's contractual liability to CITY under this AGREEMENT, and to provide that CITY will be given thirty (30) calendar days' notice in writing of any cancellation or reduction in the coverage of the policies.
5. 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 \$250,000 without

the written approval of CITY.

6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the LEAD DESIGN CONSULTANT is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the commencement date of this AGREEMENT and the Certificate of Insurance shall state that coverage is on a "claims made" basis and shall reflect the retroactive date of such coverage. Upon availability, the LEAD DESIGN CONSULTANT shall maintain coverage for the duration of this AGREEMENT and for two (2) years following the completion of this AGREEMENT. The LEAD DESIGN CONSULTANT shall provide the CITY annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the LEAD DESIGN CONSULTANT and/or Insurance Carrier shall provide the CITY with thirty (30) calendar day advance notice of policy cancellation.

F. INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, LEAD DESIGN CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses,

expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the LEAD DESIGN CONSULTANT, its subcontractors, or agents or anyone employed by the LEAD DESIGN CONSULTANT or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

G. ASSIGNMENT

The CITY and the LEAD DESIGN 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 neither the CITY nor the LEAD DESIGN CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. 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 LEAD DESIGN CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE

The Director of Public Works or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said 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 LEAD DESIGN CONSULTANT.

J. LEAD DESIGN CONSULTANT WARRANTIES

LEAD DESIGN CONSULTANT represents and warrants:

1. That 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 able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this AGREEMENT, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.
2. That the LEAD DESIGN CONSULTANT 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.

K. LEAD DESIGN CONSULTANT'S EMPLOYEES

The LEAD DESIGN CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the LEAD DESIGN CONSULTANT fails to remove any employee from the contract work 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.

L. INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the LEAD DESIGN 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.

M. APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the state of Nevada.

N. COMPLIANCE WITH LAWS

The LEAD DESIGN 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 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.

O. 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.

P. PROHIBITION AGAINST CONTINGENT FEES

The LEAD DESIGN CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. ARBITRATION

1. All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually

agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY and the LEAD DESIGN CONSULTANT. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY and the LEAD DESIGN CONSULTANT shall be specifically enforceable under the prevailing arbitration law.

2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration action arising out of, or resulting from, the LEAD DESIGN CONSULTANT's services as defined in the AGREEMENT or the PROJECT, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with Construction

Industry rules of the Nevada Arbitration Association or the American Arbitration Association.

None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as to preclude either party from joining the other as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the PROJECT.

3. In order for the LEAD DESIGN CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) calendar days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the LEAD DESIGN CONSULTANT within sixty (60) calendar days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.
4. The filing of the aforementioned written notice shall preserve that

party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) calendar days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

5. In the event of arbitration, it is agreed by the parties hereto 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 Procedure.
6. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in

accordance with the Construction Industry Mediation Rules of the American Arbitration Association then existing. The sixty (60) calendar day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

R. CONFIDENTIALITY

LEAD DESIGN CONSULTANT shall treat all information relating to the Project and all information supplied to the LEAD DESIGN CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by LEAD DESIGN CONSULTANT's employees to other parties or make any public announcement or publicity release without the CITY's written authorization. LEAD DESIGN CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

S. SITE INSPECTION

LEAD DESIGN CONSULTANT represents that it has visited the location or locations of the PROJECT and has satisfied itself as to the general condition thereof and that the LEAD DESIGN 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.

T. MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

U. NOTICE

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses:

TO CITY:

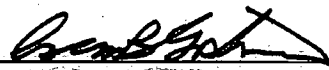
Marvin D. Stine, P.E.
Engineering Project Manager
City Engineer Division
400 East Stewart Avenue
Las Vegas, Nevada 89101

TO LEAD DESIGN CONSULTANT:

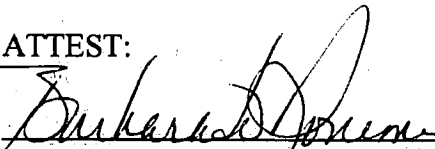
Timothy E. Pinter, P.E.
Poggemeyer Design Group, Inc.
2601 North Tenaya Way
Las Vegas, Nevada 89128

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

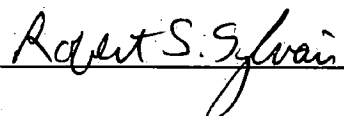
CITY OF LAS VEGAS

By 
OSCAR GOODMAN, Mayor
"City"

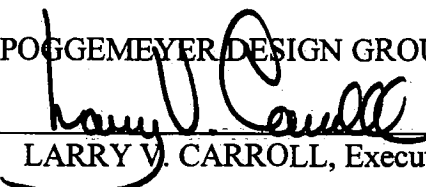
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 4-28-99
Date

POGGEMEYER DESIGN GROUP, INC.


LARRY V. CARROLL, Executive Vice President
"Lead Design Consultant"

EXHIBITS

- EXHIBIT A - Scope of Services
- EXHIBIT B - Additional Services
- EXHIBIT C - Manpower Task Breakdown
- EXHIBIT D - Cost Derivation
- EXHIBIT E - Schedule
- EXHIBIT F - Invoice Format

**PROFESSIONAL SERVICES AGREEMENT FOR
ELKHORN ROAD OVERPASS AND
TOWN CENTER LOOP ROAD IMPROVEMENTS**

**EXHIBIT "A"
SCOPE OF SERVICES**

A. DEFINITIONS

Selected terms used in this Exhibit "A" – Scope of Services are defined below:

- CITY shall mean the CITY of Las Vegas, a municipal corporation and political subdivision of the State of Nevada.
- LEAD DESIGN CONSULTANT shall mean Poggemeyer Design Group, Inc.
- PROJECT shall mean the technical studies; design; preparation of contract documents, construction drawings, specifications, quantity calculations and cost estimates to implement improvements on the Elkhorn Road Overpass and Town Center Loop Road system within the project limits of Elkhorn Road, Tropical Parkway, Riley Street and Tenaya Way; together with improvements on all cross streets to the limits necessary to provide functional and safe roadway(s).

B. RESPONSIBILITIES

The CITY 's representative for project coordination responsibilities for the PROJECT is the LEAD DESIGN CONSULTANT who is responsible for coordinating all PROJECT activities with the CITY and it's other Project Consultants including but not limited to formal and informal communications, correspondence, requests for information and receipt of review comments.

C. PROJECT DESCRIPTION

ELEMENT 1. The LEAD DESIGN CONSULTANT for this PROJECT (Elkhorn Road Overpass, Tropical Parkway Overpass and Town Center Loop Road) is Poggemeyer Design Group, Inc.. Services to be provided by the LEAD DESIGN CONSULTANT will include overall coordination and program management. These duties will include project scheduling, progress meetings, administrative support, data collection and research, conducting design reviews, document management and communication with the CITY and other LEAD DESIGN CONSULTANTS (Parsons Transportation and HMH Engineering and Surveying).

ELEMENT 2. A detailed drainage study is included in the PROJECT. Drainage facilities designed in accordance with the Regional Transportation Commission (RTC) Policies and Procedure are anticipated to be constructed the entire length of the PROJECT. Where flood control facilities exist, such can be used to discharge roadway drainage. Where flood control facilities are planned, but do not yet exist, temporary

measures are to be installed with consideration for short term and long term future conditions. The LEAD DESIGN CONSULTANT is expected to incorporate the Clark County Regional Flood Control District Master Plan information and facilities; and the CITY'S Neighborhood Drainage Study Plans into the PROJECT.

ELEMENT 3. The design of a new overpass bridge structure and approach roadway at Elkhorn Road and U.S. 95. The limits of this phase will be between east and west touchdowns of Elkhorn Road (approximate stations 20 + 00 to 45 + 00) which are Riley Street and a future connector road. The project will be designed in accordance with Nevada Department of Transportation (NDOT) requirements. The bridge improvement drawings will include bridge plans, approach roadway and traffic control in accordance with NDOT requirements.

ELEMENT 4. The design of the Town Center Loop Road System Improvements to include, at a minimum, plantmix bituminous pavement section providing four (4) travel lanes, a raised fourteen foot (14') median, underground drainage facilities to accommodate a ten-year frequency storm event, traffic signals, provisions for future traffic signals (underground facilities), school crossing warning signals, street lighting, curb, gutter, installation and/or modification of utilities, permanent signing, pavement markings, and transitions at intersecting streets, along with all other necessary appurtenances to make a complete and serviceable roadway system. The anticipated length of the proposed system is approximately 3.90 miles. No sidewalks are included within the project limits.

ELEMENT 5. Preparation of technical documents to create a Special Improvement District (SID). Review title information provided and research property ownerships, recorded deeds, surveys and Clark County Assessor records to determine the basis of assessment for each assessable parcel for SID funding of 8 feet of plantmix bituminous surface (each side of roadway), curb/gutters and streetlight improvements along the PROJECT. Prepare a Preliminary Engineers Report which includes a justification of the SID and identifies all effected parcels, anticipated assessments, and estimated construction costs for improvements. Present technical information to support the development of the SID at public meeting(s) and formal public hearings. Also meet with individual developers and property owners to clarify the PROJECT and SID impacts as requested by the LEAD DESIGN CONSULTANT and the CITY. The LEAD DESIGN CONSULTANT will prepare and provide the provisional order assessment plat and large scale display for the SID.

ELEMENT 6. The design of landscaping plant material and irrigation systems for all the median areas within the project limits. The landscaping for the overpass medians and the streetscaping will be water efficient and appropriate for the Las Vegas climate. All the plant species used will be selected from a list of plants to conform to the CITY of Las Vegas standards and provide a pleasantly refreshing landscape. They will also be proven desert plants that will survive our harsh desert climate, so maintenance and replacement costs will be kept to a minimum. The irrigation system will be designed with state-of-the-art technology to provide the CITY with the most efficient and long lasting irrigation

system possible. The products used will be durable, efficient and cost effective to provide the plant material with an uninterrupted supply of the correct amount of water that they need to thrive and survive in our desert climate. Drip irrigation will be used to supply the plants with water where they need it and keep water out of the areas where it could cause weeds to grow. The System will be correctly timed by a computer controller to efficiently apply the ideal amount of water for the plants.

This PROJECT will comply with the latest edition of:

- A policy on Geometric Design of Highways and Streets (AASHO Green Book)
- Regional Transportation Commission Policies and Procedures.
- Uniform Standard Specification for Public Work's Construction Off-Site Improvements Clark County Area, Nevada.
- Uniform Standard Drawings for Public Works' Construction Off-Site Improvements Clark County Area, Nevada Volume I and II
- Design and Construction Standards for Wastewater Collection Systems, 1997.
- Uniform Design and Construction Standards for Water Distribution Systems, 1st edition 1995.
- Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual.
- CITY of Las Vegas Standard Plan Guidelines and Design Layout for Land Development Projects 1997.
- Standard Specification for Road and Bridge Construction, State of Nevada Department of Transportation (NDOT), 1996 edition.
- Standard Plans for Road and Bridge Construction, State of Nevada Department of Transportation (NDOT), 1996 edition.

D. BASIC SERVICES TASKS

Basic Services will consist of reviewing and evaluation data and information provided by LEAD DESIGN CONSULTANT, accomplishing supplemental data gathering and preliminary engineering, followed by development of final drawings, specifications, and an opinion of probable construction costs and bid phase support services, as follows:

ELKHORN ROAD AND TROPICAL WAY OVERPASSES AND TOWN CENTER LOOP ROAD LEAD DESIGN CONSULTANT'S TASKS

TASK ER(1) **Project Coordination.** Provide close coordination with the CITY and all parties associated with the project, including Parsons Transportation Group, Inc., the CITY's consultant for the Tropical Parkway Overpass and HMM Engineering and Surveying, Inc., the CITY's consultant for the surveying and right-of-way services and surveying for the Elkhorn and Tropical Overpass/Loop Road Improvements, collectively called the PROJECT TEAM.

TASK ER(2) **Project Scheduling.** Prepare and/or coordinate update and monitor design schedules for all CITY consultants on the project. Review the implementation schedule for each project to ensure realistic schedules are established based upon potential constraints and probable difficulties. The

confirmation of schedules and the adherence thereto will receive constraint attention.

TASK ER(3) **Project Meetings.** Organize and participate in a PROJECT kickoff meeting following issuance of a Notice to Proceed with all affected persons and agencies to discuss the scope and schedule of the PROJECT; obtain data and information concerning the impact another agencies. Prepare the meeting agendas, attend bi-weekly progress meetings, prepare meeting minutes recording the issues discussed and decisions reached, and distribute copies of minutes to all attendees.

TASK ER(4) **Design Reviews.** Perform a review of the design work by the other CITY consultants at the predesign 30%, 75%, 90% and 100% level of completion; and provide the results of such reviews to the CITY for comment, discussion and issue resolution.

TASK ER(5) **Project Research and Data Gathering.** Obtain selected data and information from the PROJECT TEAM including scoping meeting notes, preliminary title reports, copies of title vesting documents, horizontal and vertical survey control for a minimum of one (1) and possibly two (2) locations within the PROJECT limits, recorded record of surveys, current assessors maps, preliminary utility coordination and research information, preliminary school district coordination and information, land development mapping currently being processed by the CITY, neighborhood drainage studies, and wastewater improvement plans. Provide ongoing supplemental research of public records and continuous records coordination with utility agencies.

TASK ER(6) **Project Administration.** Provide fundamental administrative services in support of all tasks associated with the program management and coordination activities.

TASK ER(7) **Utility Coordination.** Provide ongoing coordination with utility agencies including power, telephone, gas, cable television, Las Vegas Valley Water District, Las Vegas Area Computerized Traffic Control System, (traffic signal interconnect); and identify other potential utility agencies that may be operating existing facilities or planning to install additional facilities within the PROJECT limits. Prepare formal notification letters to alert affected utility agencies of the PROJECT's needs and requirements. Determine if effected utilities have prior rights-of-way.

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD GENERAL PROJECT ADMINISTRATION TASKS.

TASK ER(8) **Project Coordination.** Provide close coordination with the CITY and all parties associated with the project, including Parsons Transportation

Group, Inc., the CITY's consultant for the Tropical Parkway Overpass and HMH Engineering and Surveying, Inc., the CITY's consultant for the surveying and right-of-way services and surveying for the Elkhorn and Tropical Overpass/Loop Road Improvements, collectively called the PROJECT TEAM

- TASK ER(9)** **Project Scheduling.** Prepare, update and monitor design schedule for Elkhorn Road Overpass and Town Center Loop Road portion of PROJECT. The confirmation of schedule and the adherence thereto will receive constraint attention.
- TASK ER(10)** **Project Meetings.** Organize and participate in a PROJECT kickoff meeting following issuance of a Notice to Proceed with all affected persons and agencies to discuss the scope and schedule of the PROJECT; obtain data and information concerning the impact another agencies.
- TASK ER(11)** **Project Research and Data Gathering.** Perform preliminary utility coordination and research information and preliminary school district coordination and information. Provide ongoing supplemental research of public records and continuous records coordination with utility agencies.
- TASK ER(12)** **Project Administration.** Provide fundamental administrative services in support of all tasks associated with the design of the Elkhorn Road Overpass and Town Center Loop Road.
- TASK ER(13)** **Utility Coordination.** Provide ongoing coordination with utility agencies including power, telephone, gas, cable television, Las Vegas Valley Water District, Las Vegas Area Computerized Traffic Control System, (traffic signal interconnect); and identify other potential utility agencies that may be operating existing facilities or planning to install additional facilities within the PROJECT limits.
- TASK ER(14)** **RTC Presentation.** Assist with presentations to Clark County Regional Transportation Commission (RTC) advisory committees, prepare graphics, presentation materials and backup materials as required for agenda items in conformance with RTC criteria
- TASK ER(15)** **Coordinate CLV SID-Property Owner Meetings.** Coordinate the project with the CITY's Special Improvement District (SID) office and attend property owner meeting.

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD PRELIMINARY ENGINEERING TASKS

- TASK ER(16)** **Pre-Design Site Review.** Perform detailed site review, with the CITY's other consultants on the project, to photograph and tabulate an inventor of existing improvements.
- TASK ER(17)** **Interdivisional Coordination.** Coordinate the PROJECT with the CITY's other consultants on the project and act as a contact with all affected CITY divisions.
- TASK ER(18)** **Geotechnical Investigation and Report.** Perform through subconsultant services, a geotechnical investigation to evaluate the bridge site by drilling a total of 8 borings to depths of 70 feet at the bridge site. Along the Riley Street-Durango Drive alignment, 12 borings to depths of 15 feet are proposed to address sewer line design issues. An additional 17 borings at approximately 500-foot centers along street improvements will be drilled to depths of 5 feet for pavement design purposes. Two borings to depths of 20 feet are planned beneath proposed bridge approach embankments. Logs of the subsurface conditions encountered in the explorations will be recorded by our field personnel at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will be returned to our laboratory for testing and analyses.

It is anticipated that the laboratory testing program will include moisture content, dry density, gradation, direct shear, R-value, Atterberg limit, clay swell potential, corrosivity tests, and consolidation tests. Other tests may also be performed. Actual type of tests and number of tests will depend on the soil conditions encountered.

Based on the finding of the field and laboratory programs and engineering analysis, provide opinions and recommendations regarding the following:

- Subsurface soil conditions, including depth and consistency of cemented deposits, if encountered.
- Groundwater levels as observed during fieldwork, excluding quantitative determinations of flow or dewatering rates.
- Suitable foundation type and depth, allowable bearing pressures and estimated settlements for spread foundations.
- Recommendations for design and construction of drilled shaft foundations, if appropriate, including allowable capacities in compression and lateral load.
- Recommendations for treatment and/or removal of unsuitable bearing soils, if encountered.
- Moisture protection.
- Recommendations for lateral earth pressures.
- Recommendations for seismic design criteria.

-
- Corrosive soil conditions.
- Pavement structural sections based on traffic considerations to be provided.
- Construction considerations including a discussion of anticipated excavatability of on-site soils.
- Suitability of on-site material for structural fill material.

TASK ER(19)

Hydrology/Hydraulic Studies. Prepare a hydrology study that will identify the storm water drainage area tributary to the PROJECT, rainfall data and distribution curves, drainage area characteristics, existing drainage facilities, peak runoff flows, and flow routing. Prepare a hydraulic study to determine the size of any localized drainage facilities that may be necessary. These studies will be performed in accordance with the Regional Transportation Commission's Policies and Procedures, and the Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual. Obtain, document and review existing reports and data from the 1996 CCRFFD Master Plan Update (MPU), flood insurance studies (FIS) restudies, CITY Neighborhood Drainage Studies, pertinent upstream development issues, and meet with the other CITY consultants to confirm PROJECT design flows.

TASK ER(20)

Geometrics. Establish geometry to determine alignment, and right-of-way requirements and develop plans in sufficient detail to establish the approximate limits of construction and related permanent and temporary construction easements.

TASK ER(21)

Environmental and Regulatory Permits. Research permits applicable to the PROJECT, prepare all technical data and draft applications which may be necessary to obtain environmental and regulatory permits from federal, state, and local agencies, including the Bureau of Land Management, the Clark County Regional Flood Control District, Clark County, the U.S. Army Corps of Engineer, and others as required. CITY will sign permit applications and pay application fees. A summary matrix of required permits shall be prepared.

TASK ER(22)

Utility Requirements. Identify existing and future potable water and sanitary sewer system requirements, if any, within the PROJECT limits including possible service lateral connections and/or modifications.

TASK ER(23)

30% Plans, Specifications and Estimates (Element 3 & 4). Accomplish the design of, and prepare preliminary construction drawings (including preliminary plan and profile drawings), preliminary bid schedule including a summary of bid items and quantities based upon a unit price system of bidding, and outline specifications to correspond with a 30% level of

PROJECT completion. Also prepare a preliminary construction schedule with primary construction tasks, and suggested traffic control plan.

TASK ER(24)

Predesign Report (PDR) Draft. Prepare and submit ten (10) copies of the PDR draft to the CITY. The PDR will include:

- Executive summary
- List of design criteria and constraints
- Probable utility conflicts and utilities that exist on prior rights-of-way
- 30% roadway plan and profile drawings.
- Hydrologic/Hydraulic analysis
- Roadway geometrics layout
- Site review inventory
- Geotechnical Investigation Report
- Permit matrix summary
- Water and sewer service needs
- Opinion of probable construction costs, plus total project costs.
- Suggested Construction schedule
- Final design phase drawing list and table of contents for Specifications Preliminary bid schedule and quantities.
- Opinions and recommendations for construction phasing, scheduling, contractor staging and impacts to public access.
- Summary of meeting minutes and correspondence with other agencies
- Drawings, figures and tables to support analyses and recommendations

TASK ER(25)

Draft Bridge Type Selection Report (BTSR). Prepare and submit ten (10) copies of the BTSR draft to the CITY. The BTSR will include a review of bridge types, budgetary cost estimates, evaluation matrix and recommended bridge type front sheet.

TASK ER(26)

PDR & BTSR Review. Meet with the other CITY consultants to obtain and review the CITY comments on the PDR & BTSR draft.

TASK ER(27)

Final Predesign Report (PDR). Incorporate applicable review comments into the preliminary design, 30% roadway plans, outline specifications, bid schedule and cost estimate; and provide written responses to comments which should not be incorporated therein. Submit ten (10) copies of the final PDR to the CITY.

TASK ER(28)

Final Bridge Type Selection Report (BTSR). Incorporate applicable review comments into the bridge type selection and provide written responses to comments that should not be incorporated therein. Submit ten (10) copies of the final BTSR to the CITY.

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD
FINAL DESIGN TASKS

- TASK ER(29)** **Interdivisional Coordination.** Coordinate the PROJECT with the CITY's other consultants on the project and act as a contact with all affected CITY divisions.
- TASK ER(30)** **75% Plans, Specifications and Estimates (Element 3 & 4).** Design and preparation of drawings, specifications, bid schedule and cost estimate for construction of the PROJECT to reflect a 75% level of completion. Drawings shall be prepared in accordance with the CITY's prescribed format and include a cover sheet, general notes, legend, abbreviations, survey control, street improvement layout, preliminary details of curb and gutter, transitions and streetlights. Also included are plans for stormwater drainage facilities, traffic signals, signing, striping and traffic control. Preliminary supplemental specifications that amend or supplement the Uniform Standard Specifications will also be prepared as well as supplementary General Conditions to cover project-specific requirements.
- TASK ER(31)** **Front End Contract Document Review.** Review the CITY's front end contract documents, general conditions, bid form and Invitation for Bid.
- TASK ER(32)** **75% Submittal.** Prepare and furnish ten (10) sets of full size (24" x 36"), 75% progress drawings and supplemental specifications to the LEAD DESIGN CONSULTANT for review and comment. Also submit preliminary construction cost opinion, permit status, right-of-way acquisition status, and preliminary utility relocation/clearance status table to the CITY for informational and action purposes. The 75% deliverables shall be prepared to the CITY standards and should include items in Task ER(31) plus:
- Alignment and profile base sheets
 - Property ownership
 - Available detail drawings
 - Draft Supplemental Specifications
 - Survey monument summary table
 - Update PROJECT cost estimate
 - Updated PROJECT schedule
- TASK ER(33)** **75% Submittal Review.** Meet with the CITY and other CITY consultants to obtain and review the comments on the 75% submittal package.
- TASK ER(34)** **Permit Coordination.** Prepare final applications for appropriate permits, prepare required exhibits, coordinate signature of permit applications with CITY, and submit permit applications on CITY's behalf.

TASK ER(35) **90% Plans, Specifications and Estimates (Element 3 & 4).** Incorporate applicable 75% review comments into the 90% design, plans, specifications, bid schedule and construction costs opinion; and provide written responses to comments which should not be incorporated therein. Accomplish the design of, and preparation of drawings, review the CITY's standard front-end contract documents, provide technical specifications, supplemental specifications, bid schedule and cost estimate in unit price format such as will reflect a 90% level of PROJECT completion.

The 90% submittal package will be prepared pursuant to the prescribed format and include cover sheet, general notes, legend, abbreviations, survey control, street improvement layout, cross sections and details which include curb and gutter, transitions at intersecting streets, pavement sections, utility modifications, street lighting; also stormwater drainage facilities, traffic signal, water and/or sewer lateral connections or modifications, signing and striping plans, construction staging and traffic control and all other necessary drawings, details and technical supplemental specifications amending or supplementing the Uniform Standard Specifications as necessary to illustrate all appurtenances to this arterial at-grade street.

TASK ER(36) **Submit to Utility Companies.** Submit 90% plans to utility companies for their review and comments.

TASK ER(37) **On-site Review.** Perform a detailed on-site plans-in-hand review of the PROJECT with the CITY and other CITY consultants.

TASK ER(38) **90% Submittal.** Prepare and furnish ten (10) sets of full size (24"x36"), 90% progress drawings and supplemental specifications to the CITY for review and comment. Also submit updated construction cost estimate, permit status, and utility relocation./clearance status table to the CITY for informational and action purposes. Provide 90% plans and specifications to each affected utility agency for review and comment.

TASK ER(39) **90% Submittal Review.** Meet with the CITY and other CITY consultants to obtain and review the comments on the 90% submittal package. Also meet with utility and permitting agencies as needed to incorporate their review comments.

TASK ER(40) **100% Plans, Specifications and Estimates (Element 3 & 4).** Incorporate applicable comments pursuant to the 90% review into the design, 100% plans, front end contract documents, special provisions, bid schedule and construction cost estimate; and provide written responses to comments which should not be incorporated therein. Finalize all designs, plans specifications and cost estimate.

The drawings are anticipated to consist of the following:

ELEMENT 3 – NDOT STRUCTURE

NO. of	DESCRIPTION
1	Title Sheet
1	Location Sketch
1	Typical Section
4	Quantities and Summaries
2	Survey Control (by others)
2	Removals
4	Approach Road Plan/Profile
1	Detour Plan
1	Detour Profile
1	Detour Detail
2	Special Details
1	Misc. Paving Areas
2	Right of Way (by others)
30	Bridge Plans
4	Drainage Plans
4	Drainage Profiles
2	Drainage Details
2	Erosion Control
2	Sign Locations
1	Sign Summary
1	Sign Format
4	Permanent Striping
12	Traffic Control
5	Lighting Plans
4	Structure List
94	Total

ELEMENT 4 – TOWN CENTER LOOP ROAD SYSTEM

NO. of	DESCRIPTION
1	Title Sheet
1	Notes/Vicinity map
1	Legend Index
9	Horizontal Control (by others)
12	Demolition Plan
21	Plan and Profile
21	Utilities
5	Drop Inlets – Lateral Profiles
4	Traffic Signal Underground
12	Signing, Striping and Lighting
10	Misc Details
15	Utility Profiles
5	Sewer Detail
117	Total

All drawings and specifications will be sealed by a professional engineer(s) registered in Nevada.

- TASK ER(41)** **Utility Approvals.** Submit 100% plans and specifications to utility agencies, request and obtain approvals on the appropriate sheets.
- TASK ER(42)** **100% Submittal.** Prepare and furnish ten (10) sets of full size (24"x36") 100% progress drawings, front end contract documents, supplemental specifications to the CITY for review and comment. Submit 100% construction cost estimate and bid schedule. Report on the status of permits and utility issues.
- TASK ER(43)** **100% Submittal Review.** Meet with the CITY and it's consultants to obtain and review the comments on the 100% submittal package. Resolve any outstanding utility agency issues.
- TASK ER(44)** **Final Revisions and Approvals.** Incorporate applicable comments pursuant to the 100% review into the final plans, front-end contract documents, special provisions, bid schedule and cost estimates. Request and obtain approvals from the relevant governmental agencies.
- TASK ER(45)** **Final Submittal.** Furnish to the CITY copies of all PROJECT drawing diskettes in AutoCAD format. Provide one set of final, sealed, full-size original mylar drawings, contract documents, supplemental specifications and geotechnical report all in a form specified by the CITY and suitable for reproduction. Also provide sealed calculations, design worksheets, and other information for the CITY's project file.

ELKHORN ROAD OVERPASS CONSTRUCTION PHASE SERVICES TASKS

- TASK ER(46)** **Pre-Bid Services.** Attend a pre-bid meeting, provide technical information as requested by the CITY answer technical questions from potential bidders, and assist the CITY in preparing bid addenda to be signed and issued by the CITY.
- TASK ER(47)** **Addenda.** Prepare addenda as required
- TASK ER(48)** **Preconstruction Conference.** Attend preconstruction conference and answer design related questions.
- TASK ER(49)** **Shop Drawing Review and Coordination with Construction Manager.** Review submittals in coordination with Construction Manager.
- TASK ER(50)** **Request for Information.** Respond to Contractor's RFI's in coordination with Construction Manager.
- TASK ER(51)** **Final Project Walkthrough.** Attend final project walkthrough with CITY and Contractor.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ELKHORN ROAD OVERPASS AND
TOWN CENTER LOOP ROAD**

**EXHIBIT "B"
ADDITIONAL SERVICES**

Additional Services

Upon written authorization by the CITY, the LEAD DESIGN CONSULTANT shall provide additional services as needed for the PROJECT.

Additional services of the LEAD DESIGN CONSULTANT include the following:

ERAS (1)

Special Improvement District (S.I.D.)

- a. **Research Parcels/Quantity Cost Estimates.** Furnish quantity and cost estimates for the entire S.I.D. Design plans shall show all property lines, Assessor Parcel Numbers, property owner's name; identify CITY parcels, adjust/add driveway locations as requested by each property owner, and add water and sanitary sewer laterals and main extensions as requested by each property owner.
- b. **Assessment Maps.** Coordinate with the CITY to prepare individual assessment maps for S.I.D. The plat maps shall show all existing improvements, proposed roadway improvements and recommended locations for utility laterals and driveways based upon property owner input. The individual plat maps shall be prepared on 8 ½ x 11" bond paper format.
- c. **Provisional Order and Final Assessment Plat Maps.** Coordinate with CITY to prepare Provisional Order and Final Assessment Plat Maps for S.I.D. The Plat Maps shall show property lines, names of owners, parcel numbers, assessable front footage per parcel, legend, north arrow, typical sections, proposed assessable improvements, table of assessment units with quantities per parcel and general notes. The Plats shall be prepared on 24" x 36" mylar at a scale of 1" = 100'.
- d. **Determine Assessable Front Footage and Improvements.** Coordinate with CITY to determine assessable front footage and improvements for each tax parcel affected by the S.I.D. and provide backup documentation (i.e. deeds, parcel maps, record of survey, etc.).

TASK ERAS(2) **Utility Potholing.** Perform through subconsultant services, potholing to determine the location and depth of utilities. Excavate and expose utilities at the location of potential conflicts between major existing utilities and proposed underground facilities utilizing vacuum excavation techniques, if utility is located in paved areas. If utility depths exceed ten (10) feet, or if it is located outside of the paved area a backhoe may be used. This work shall include obtaining permits, traffic control, backfilling, compacting and pavement patching. The CITY shall provide surveying services for field location of excavated potholes, and a copy of survey data to LEAD DESIGN CONSULTANT.

TASK ERAS(3) **Additional Public Workshops or Meetings.** Attend additional meetings, above the number listed in Exhibit "A".

TASK ERAS(4) **NPDES Permit.** Provide services necessary to obtain an NPDES Groundwater Discharge Permit, if required, for construction of the new storm drain. Services may include groundwater pump tests, water quality sampling, coordination with NEPA, and application for obtaining a NPDES permit.

TASK ERAS(5) **Corrosion Engineering.** Provide corrosion engineering services for corrosion protection of the water lines. Services may include a Corrosion Study, Corrosion Monitoring System Design, and Cathodic Protection System Design.

TASK ERAS(6) **Additional Soil Borings/Testing.** Additional soil borings, above the number listed in Exhibit "A" which may be required to determine the subsurface conditions deeper than listed in Exhibit "A", or may be required to assist in the design of any "tunneled" sections of the PROJECT. This work will also include sampling, testing, analysis and recommendations specified at the time of authorization.

TASK ERAS(7) **ELEMENT 6 – LANDSCAPING**

- a. **30% Plans, Specifications and Estimates (Element 6).** Accomplish the design of, and prepare preliminary construction drawings (including preliminary plan and profile drawings), preliminary bid schedule including a summary of bid items and quantities based upon a unit price system of bidding, and outline specifications to correspond with a 30% level of PROJECT completion.
- b. **30% Submittal.** Prepare and furnish ten (10) sets of full size (24" x 36"), 30% progress drawings and supplemental

specifications to the LEAD DESIGN CONSULTANT for review and comment. Also submit preliminary construction cost opinion to the CITY for informational and action purposes. The 30% deliverables shall be prepared to the CITY standards.

c. **30% Submittal Review.** Meet with the CITY to obtain and review the comments on the 30% submittal.

d. **75% Plans, Specifications and Estimates (Element 6).** Design and preparation of drawings, specifications, bid schedule and cost estimate for construction to reflect a 75% level of completion. Drawings shall be prepared in accordance with the CITY's prescribed format. Preliminary supplemental specifications that amend or supplement the Uniform Standard Specifications will also be prepared as well as supplementary General Conditions to cover project-specific requirements.

e. **75% Submittal.** Prepare and furnish ten (10) sets of full size (24" x 36"), 75% progress drawings and supplemental specifications to the LEAD DESIGN CONSULTANT for review and comment. Also submit preliminary construction cost opinion to the CITY for informational and action purposes. The 75% deliverables shall be prepared to the CITY standards.

f. **75% Submittal Review.** Meet with the CITY to obtain and review the comments on the 75% submittal package.

g. **90% Plans, Specifications and Estimates (Element 6).** Incorporate applicable 75% review comments into the 90% design, plans, specifications, bid schedule and construction costs opinion; and provide written responses to comments which should not be incorporated therein. Accomplish the design of, and preparation of drawings, provide technical specifications, supplemental specifications, bid schedule and cost estimate in unit price format such as will reflect a 90% level of completion.

h. **90% Submittal.** Prepare and furnish ten (10) sets of full size (24"x36"), 90% progress drawings and supplemental specifications to the CITY for review and comment. Also submit updated construction cost estimate to the CITY for informational and action purposes. Provide 90% plans and specifications to each affected utility agency for review and comment.

- i. **90% Submittal Review.** Meet with the CITY and other CITY consultants to obtain and review the comments on the 90% submittal package.
- j. **100% Plans, Specifications and Estimates (Element 6).** Incorporate applicable comments pursuant to the 90% review into the design, 100% plans, front end contract documents, special provisions, bid schedule and construction cost estimate; and provide written responses to comments which should not be incorporated therein. Finalize all designs, plans specifications and cost estimate.

The drawings are anticipated to consist of the following:

ELEMENT 6 - LANDSCAPING

NO. of	DESCRIPTION
1	Title
1	Location & Notes
1	Legend & Notes
9	Horizontal Control
26	Planting
26	Irrigation
10	Details
74	Total

All drawings and specifications will be sealed by a registered landscape architect.

- k. **100% Submittal.** Prepare and furnish ten (10) sets of full size (24"x36") 100% progress drawings, front end contract documents, supplemental specifications to the CITY for review and comment. Submit 100% construction cost estimate and bid schedule.
- l. **100% Submittal Review.** Meet with the CITY and it's consultants to obtain and review the comments on the 100% submittal package.
- m. **Final Revisions and Approvals.** Incorporate applicable comments pursuant to the 100% review into the final plans, front-end contract documents, special provisions, bid schedule and cost estimates.
- n. **Final Submittal.** Furnish to the CITY copies of all drawing diskettes in AutoCAD format. Provide one set of final, sealed, full-size original mylar drawings, contract documents and

supplemental specifications all in a form specified by the CITY and suitable for reproduction.

- o. Construction Phase - Addenda.** Prepare addenda as required.
- p. Construction Phase - Shop Drawing Review.** Review submittals in coordination with Construction Manager.
- q. Construction Phase - Request for Information.** Respond to Contractor's RFI's in coordination with Construction Manager.
- r. Construction Phase - Final Project Walkthrough.** Attend final project walkthrough with CITY and Contractor.

TASK ERAS(8)

Additional Design Services. Provide additional engineering services that are directly related to the PROJECT but which were not anticipated nor reasonably associated with work described in Exhibit "A".

**PROFESSIONAL SERVICES AGREEMENT
FOR
ELKHORN ROAD OVERPASS AND
TOWN CENTER LOOP ROAD**

**SUPPLEMENT TO EXHIBIT "B"
COMPENSATION FORMULA**

The CITY shall pay the LEAD DESIGN CONSULTANT for work identified in, and rendered pursuant to Exhibit "B" – Additional Services according to the following formula.

$$\text{Compensation} = \text{Multiplier (Direct Salary + Indirect Salary)} \\ + \text{Direct Non-Salary Expenses}$$

For the purposes of this AGREEMENT, Salary rates shall be established a 2.69 overhead multiplier plus a 12% profit, yielding an overall multiplier of 3.02.

**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS**

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

EXHIBIT C

PROJECT SUMMARY

Date: Time:	31-Mar-99 04:53 PM	Phase	Labor Classification										Total Hours	
			Title:	Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech	L.S. Arch.	L.S. Desgnr.	Clerical		Surv.
			Code:	i	ii	iii	iv	v	vi	vii	viii	ix		x
			Projected Hours											
ER	LEAD DESIGN CONSULT TASKS		55	290	390	282	0	0	0	0	352	0	1,369	
ER	GENERAL PROJECT ADMIN		34	142	100	78	0	0	0	0	168	0	522	
ER	PRELIM. ENGINEERING TASKS		42	364	536	926	420	1,504	0	0	274	16	4,082	
ER	FINAL DESIGN TASKS		40	804	2,096	2,591	946	2,492	0	0	412	0	9,381	
	DESIGN Subtotal:		116	1,310	2,732	3,595	1,366	3,996	0	0	854	16	13,985	
ER	CONSTRUCTION SERVICES		4	162	232	448	46	46	0	0	146	0	1,084	
ERAS	ADDITIONAL SERVICES		44	242	292	368	320	536	568	1,468	194	216	4,248	
	PROJECT SUMMARY Totals:		219	2,004	3,646	4,693	1,732	4,578	568	1,468	1,546	232	20,686	

POGGEMEYER DESIGN GROUP, INC.
2601 NORTH TENAYA WAY
LAS VEGAS, NEVADA 89128
(702) 255-8100 - 255-8375 F
pdg-lv@pdg-lv.com

EXHIBIT C

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

Phase	Activity	Title:	Labor Classification										Total Hours											
			Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech.	L.S. Arch.	L.S. Desgnr.	Clerical	Surv.												
														Code:	i	ii	iii	iv	v	vi	vii	viii	ix	x
Projected Hours																								

EXHIBIT C
ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

Date: Time	31-Mar-99 04:53 PM	Labor Classification											Total Hours	
		Title:	Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech	L.S. Arch.	L.S. Desgnr.	Clerical	Surv.		
			Code:	i	ii	iii	iv	v	vi	vii	viii	ix		x
			Projected Hours											
Phase	Activity													
ER(20)	Geometrics		0	12	70	60	60	64	0	0	0	16	282	
ER(21)	Envir. & Reg. Permits		8	12	0	0	12	16	0	0	4	0	52	
ER(22)	Utility Requirements		0	8	16	32	0	0	0	0	4	0	60	
ER(23)	30% P.,S. & Est.		4	130	120	340	180	792	0	0	80	0	1,646	
ER(24)	Predesign Report (PDR) Draft		4	16	8	0	18	0	0	0	8	0	54	
ER(25)	Draft Bridge Type Select. Rep (BTSR)		4	100	140	240	120	540	0	0	60	0	1,204	
ER(26)	PDR & BTSR Review		4	16	8	0	16	0	0	0	8	0	52	
ER(27)	Final Predesign Report		0	6	8	8	8	0	0	0	20	0	50	
ER(28)	Final Bridge Type Select. Rep (BTSR)		4	8	6	6	6	0	0	0	12	0	42	
	PRELIM. ENGINEERING TASKS		42	364	536	926	420	1,504	0	0	274	16	4,082	
ER	FINAL DESIGN TASKS													
ER(29)	Interdivisional Coordination		0	12	24	0	0	0	0	0	40	0	76	
ER(30)	75% P., S. & Est.		4	400	1,100	1,430	540	1,340	0	0	120	0	4,934	
ER(31)	Front End Contract Doc. Review		0	8	0	1	0	0	0	0	0	0	9	
ER(32)	75% Submittal		4	16	16	24	0	24	0	0	16	0	100	
ER(33)	75% Submittal Review		4	16	16	20	14	16	0	0	12	0	98	
ER(34)	Permit Coordination		0	8	12	16	20	0	0	0	16	0	72	
ER(35)	90% P., S. & Est.		4	140	500	580	196	580	0	0	52	0	2,052	
ER(36)	Submit to Utility Companies		0	8	12	16	0	0	0	0	16	0	52	
ER(37)	On-site Review		0	8	8	8	0	0	0	0	2	0	26	
ER(38)	90% Submittal		4	16	16	24	0	24	0	0	16	0	100	
ER(39)	90% Submittal Review		4	12	12	0	0	0	0	0	4	0	32	
ER(40)	100% P., S. & Est.		4	100	300	380	130	380	0	0	32	0	1,326	
ER(41)	Utility Approvals		0	12	24	36	0	32	0	0	20	0	124	
ER(42)	100% Submittal		4	16	16	24	0	24	0	0	16	0	100	
ER(43)	100% Submittal Review		4	16	16	20	14	16	0	0	12	0	98	
ER(44)	Final Revisions and Approvals		0	8	16	0	16	36	0	0	18	0	94	
ER(45)	Final Submittal		4	8	8	12	16	20	0	0	20	0	88	
	FINAL DESIGN TASKS		40	804	2,096	2,591	946	2,492	0	0	412	0	9,381	

EXHIBIT C
ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

Phase	Activity	Date: Time	31-Mar-99 04:53 PM	Labor Classification										Total Hours	
				Title:	Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech	L.S. Arch.	L.S. Desgnr.	Clerical		Surv.
				Code:	i	ii	iii	iv	v	vi	vii	viii	ix		x
				Projected Hours											
ER	CONSTRUCTION SERVICES														
ER(46)	Pre-Bid Services		0	8	16	0	0	0	0	0	8	0	32		
ER(47)	Addenda		0	8	16	48	16	16	0	0	8	0	112		
ER(48)	Preconstruction Conference		0	4	0	0	0	0	0	0	0	0	4		
ER(49)	Shop Drawing Rev. & Coord. w/CM		0	64	128	320	0	0	0	0	48	0	560		
ER(50)	RFIs		4	78	88	80	30	30	0	0	90	0	400		
ER(51)	Final Project Walkthrough		0	8	0	0	0	0	0	0	0	0	8		
	CONSTRUCTION SERVICES		4	162	232	448	46	46	0	0	146	0	1,084		
ERAS	ADDITIONAL SERVICES														
ERAS(1)	Special Improvement District														
	a. Research Parcels / Quantity-Cost Est		4	16	16	48	120	0	0	0	16	80	300		
	b. Assessment Maps		0	32	40	80	0	200	0	0	40	80	472		
	c. Prov. Order & Final Asses. Plat Maps		4	24	40	40	24	80	0	0	40	16	268		
	d. Deterime Asses. FF & Improvements		4	40	48	80	16	120	0	0	80	40	428		
	Special Improvement District Subtotal:		12	112	144	248	160	400	0	0	176	216	1,468		
ERAS(2)	Utility Potholing		0	8	12	40	16	16	0	0	8	0	100		
ERAS(3)	Add'l Public Workshops or Mtgs		8	16	16	0	8	0	16	8	2	0	74		
ERAS(4)	NPDES Permit		0	4	24	0	16	0	0	0	8	0	52		
ERAS(5)	Corrosion Engineering		0	4	8	0	0	0	0	0	0	0	12		
ERAS(6)	Additional Soil Boring/Testing		0	4	8	0	0	0	0	0	0	0	12		
ERAS(7)	Landscape Architecture														
	a. 30% P., S. & Estimates		2	8	0	0	0	0	110	420	0	0	540		
	b. 30% Submittal		0	0	0	0	0	0	8	0	0	0	8		
	c. 30% Submittal Review		0	2	0	0	0	0	8	0	0	0	10		
	d. 75% P., S. & Estimates		2	8	0	0	0	0	86	450	0	0	546		
	e. 75% Submittal		0	0	0	0	0	0	8	8	0	0	16		
	f. 75% Submittal Review		0	2	0	0	0	0	16	8	0	0	26		

EXHIBIT C

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

Date: Time	31-Mar-99 04:53 PM	Labor Classification											Total Hours
		Title:	Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech	L.S. Arch.	L.S. Desgnr.	Clerical	Surv.	
		Code:	i	ii	iii	iv	v	vi	vii	viii	ix	x	
		Projected Hours											
Phase	Activity												
	g. 90% P., S. & Estimates		2	8	0	0	0	0	60	250	0	0	320
	h. 90% Submittal		0	0	0	0	0	0	16	16	0	0	32
	i. 90% Submittal Review		0	2	0	0	0	0	8	8	0	0	18
	j. 100% P., S. & Estimates		2	8	0	0	0	0	40	104	0	0	154
	k. 100% Submittal		0	0	0	0	0	0	8	8	0	0	16
	l. 100% Submittal Review		0	0	0	0	0	0	8	8	0	0	16
	m. Final Revisions and Approvals		2	8	0	0	0	0	12	8	0	0	30
	n. Final Submittal		0	0	0	0	0	0	8	8	0	0	16
	o. Const. Phase - Addenda		2	8	0	0	0	0	20	16	0	0	46
	p. Const. Phase - Shop Dwg Review		2	8	0	0	0	0	48	48	0	0	106
	q. Const. Phase - RFIs		2	8	0	0	0	0	40	40	0	0	90
	r. Const. Ph. - Final Proj. Walkthrough		0	0	0	0	0	0	8	0	0	0	8
	Landscape Architecture Subtotal:		16	70	0	0	0	0	512	1,400	0	0	1,998
ERAS(8)	Additional Design Services		8	24	80	80	120	120	40	60	0	0	532
	ADDITIONAL SERVICES		44	242	292	368	320	536	568	1,468	194	216	4,248
	TOTALS		185	1,862	3,546	4,615	1,732	4,578	568	1,468	1,378	232	20,164

**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS**

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

EXHIBIT D

PROJECT SUMMARY

Date: Time:	31-Mar-99 04:53 PM	Labor Classification & Rate											Total			
		Title:	Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech	L.S. Arch.	L.S. Desgnr.	Clerical	Surv.	Labor	ODC's	Phase Total	
			Code:	i	ii	iii	iv	v	vi	vii	viii	ix				x
			Rate:	144.00	115.00	90.00	80.00	70.00	66.00	90.00	65.00	47.00				90.00
			Phase													
ER	LEAD DESIGN CONSULT TASKS	7,920	33,350	35,100	22,560	0	0	0	0	16,544	0	115,474	402	115,876		
ER	GENERAL PROJECT ADMIN	4,896	16,330	9,000	6,240	0	0	0	0	7,896	0	44,362	2,628	46,990		
ER	PRELIM. ENGINEERING TASKS	6,048	41,860	48,240	74,080	29,400	99,264	0	0	12,878	1,440	313,210	82,444	395,654		
ER	FINAL DESIGN TASKS	5,760	92,460	188,640	207,280	66,220	164,472	0	0	19,364	0	744,196	15,909	760,105		
	DESIGN Subtotal:	16,704	150,650	245,880	287,600	95,620	263,736	0	0	40,138	1,440	1,101,768	100,981	1,202,749		
	BASIC SERVICES Total:	24,624	184,000	280,980	310,160	95,620	263,736	0	0	56,682	1,440	1,217,242	101,384	1,318,626		
ER	CONSTRUCTION SERVICES	576	19,550	22,320	35,840	3,220	3,036	0	0	7,238	0	91,780	533	92,313		
ERAS	ADDITIONAL SERVICES	6,336	27,830	26,280	29,440	22,400	35,376	51,120	95,420	9,118	19,440	322,760	45,735	368,495		
	CONTINGENCIES Total:	6,912	47,380	48,600	65,280	25,620	38,412	51,120	95,420	16,356	19,440	414,540	46,268	460,808		
	PROJECT SUMMARY Totals:	31,536	66,930	70,920	101,120	28,840	41,448	51,120	95,420	23,594	20,880	1,631,782	147,652	1,779,434		

POGGEMEYER DESIGN GROUP, INC.
2601 NORTH TENAYA WAY
LAS VEGAS, NEVADA 89128
(702) 255-8100 - 255-8375 F
pdg-lv@pdg-lv.com

EXHIBIT D

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

LEAD DESIGN CONSULT TASKS

Date: Time:	31-Mar-99 04:53 PM	Labor Classification & Rate											Totals			
		Title:	Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech	L.S. Arch.	L.S. Desgnr.	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity	
			Code:	i	ii	iii	iv	v	vi	vii	viii	ix				x
			Rate:	144.00	115.00	90.00	80.00	70.00	66.00	90.00	65.00	47.00				90.00
Phase	Activity															
ER	LEAD DESIGN CONSULT TASKS															
ER(1)	Project Coordination		2,160	6,900	0	0	0	0	0	0	0	0	9,060	34	9,094	
ER(2)	Project Scheduling		0	2,070	2,880	6,560	0	0	0	0	1,504	0	13,014	11	13,025	
ER(3)	Project Meetings		0	6,900	13,320	0	0	0	0	0	3,008	0	23,228	149	23,377	
ER(4)	Design Reviews		2,880	6,900	10,800	9,600	0	0	0	0	4,888	0	35,068	79	35,147	
ER(5)	Research & Data Gathering		0	3,450	3,600	3,200	0	0	0	0	1,598	0	11,848	69	11,917	
ER(6)	Project Administration		2,880	5,750	0	0	0	0	0	0	5,546	0	14,176	9	14,185	
ER(7)	Utility Coordination		0	1,380	4,500	3,200	0	0	0	0	0	0	9,080	53	9,133	
	LEAD DESIGN CONSULT TASKS		7,920	33,350	35,100	22,560	0	0	0	0	16,544	0	115,474	402	115,876	
ER	GENERAL PROJECT ADMIN															
ER(8)	Project Coordination		1,728	3,680	0	0	0	0	0	0	0	0	5,408	12	5,420	
ER(9)	Project Scheduling		0	920	1,800	3,040	0	0	0	0	940	0	6,700	2	6,702	
ER(10)	Project Meetings		0	3,680	3,600	0	0	0	0	0	1,880	0	9,160	73	9,233	
ER(11)	Research & Data Gathering		0	1,150	1,800	1,600	0	0	0	0	846	0	5,396	34	5,430	
ER(12)	Project Administration		1,728	2,760	0	0	0	0	0	0	4,230	0	8,718	3	8,721	
ER(13)	Utility Coordination		0	920	1,800	1,600	0	0	0	0	0	0	4,320	18	4,338	
ER(14)	RTC Presentation		0	920	0	0	0	0	0	0	0	0	920	1,218	2,138	
ER(15)	Coord. CLV SID - Prop. Owner Mtgs		1,440	2,300	0	0	0	0	0	0	0	0	3,740	1,270	5,010	
	GENERAL PROJECT ADMIN		4,896	16,330	9,000	6,240	0	0	0	0	7,896	0	44,362	2,628	46,990	
ER	PRELIM. ENGINEERING TASKS															
ER(16)	Pre-Design Site Review		576	920	720	0	0	0	0	0	94	0	2,310	16	2,326	
ER(17)	Interdivisional Coordination		1,152	2,760	0	0	0	0	0	0	752	0	4,664	123	4,787	
ER(18)	Geotechnical Investigation & Report		0	1,380	1,080	0	0	0	0	0	0	0	2,460	78,221	80,681	

EXHIBIT D

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

LEAD DESIGN CONSULT TASKS

Date: Time:	31-Mar-99 04:53 PM	Labor Classification & Rate											Totals		
		Title:	Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech	L.S. Arch.	L.S. Desgnr.	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
Phase	Activity	Code:	i	ii	iii	iv	v	vi	vii	viii	ix	x			
Rate:															
ER(19)	Hydrology/Hydraulic Studies		288	1,380	12,600	19,200	0	6,072	0	0	2,820	0	42,360	200	42,560
ER(20)	Geometrics		0	1,380	6,300	4,800	4,200	4,224	0	0	0	1,440	22,344	216	22,560
ER(21)	Envir. & Reg. Permits		1,152	1,380	0	0	840	1,056	0	0	188	0	4,616	86	4,702
ER(22)	Utility Requirements		0	920	1,440	2,560	0	0	0	0	188	0	5,108	47	5,155
ER(23)	30% P.,S. & Est.		576	14,950	10,800	27,200	12,600	52,272	0	0	3,760	0	122,158	2,308	124,466
ER(24)	Predesign Report (PDR) Draft		576	1,840	720	0	1,260	0	0	0	376	0	4,772	73	4,845
ER(25)	Draft Bridge Type Select. Rep (BTSR)		576	11,500	12,600	19,200	8,400	35,640	0	0	2,820	0	90,736	1,018	91,754
ER(26)	PDR & BTSR Review		576	1,840	720	0	1,120	0	0	0	376	0	4,632	43	4,675
ER(27)	Final Predesign Report		0	690	720	640	560	0	0	0	940	0	3,550	58	3,608
ER(28)	Final Bridge Type Select. Rep (BTSR)		576	920	540	480	420	0	0	0	564	0	3,500	37	3,537
	PRELIM. ENGINEERING TASKS		6,048	41,860	48,240	74,080	29,400	99,264	0	0	12,878	1,440	313,210	82,444	395,654
ER	FINAL DESIGN TASKS														
ER(29)	Interdivisional Coordination		0	1,380	2,160	0	0	0	0	0	1,880	0	5,420	56	5,476
ER(30)	75 % P., S. & Est.		576	46,000	99,000	114,400	37,800	88,440	0	0	5,640	0	391,856	3,676	395,532
ER(31)	Front End Contract Doc. Review		0	920	0	80	0	0	0	0	0	0	1,000	30	1,030
ER(32)	75 % Submittal		576	1,840	1,440	1,920	0	1,584	0	0	752	0	8,112	106	8,218
ER(33)	75 % Submittal Review		576	1,840	1,440	1,600	980	1,056	0	0	564	0	8,056	67	8,123
ER(34)	Permit Coordination		0	920	1,080	1,280	1,400	0	0	0	752	0	5,432	71	5,503
ER(35)	90% P., S. & Est.		576	16,100	45,000	46,400	13,720	38,280	0	0	2,444	0	162,520	2,030	164,550
ER(36)	Submit to Utility Companies		0	920	1,080	1,280	0	0	0	0	752	0	4,032	46	4,078
ER(37)	On-site Review		0	920	720	640	0	0	0	0	94	0	2,374	19	2,393
ER(38)	90% Submittal		576	1,840	1,440	1,920	0	1,584	0	0	752	0	8,112	106	8,218
ER(39)	90% Submittal Review		576	1,380	1,080	0	0	0	0	0	188	0	3,224	22	3,246
ER(40)	100% P., S. & Est.		576	11,500	27,000	30,400	9,100	25,080	0	0	1,504	0	105,160	1,679	106,839
ER(41)	Utility Approvals		0	1,380	2,160	2,880	0	2,112	0	0	940	0	9,472	91	9,563
ER(42)	100% Submittal		576	1,840	1,440	1,920	0	1,584	0	0	752	0	8,112	106	8,218
ER(43)	100% Submittal Review		576	1,840	1,440	1,600	980	1,056	0	0	564	0	8,056	66	8,122
ER(44)	Final Revisions and Approvals		0	920	1,440	0	1,120	2,376	0	0	846	0	6,702	87	6,789
ER(45)	Final Submittal		576	920	720	960	1,120	1,320	0	0	940	0	6,556	7,654	14,210
	FINAL DESIGN TASKS		5,760	92,460	188,640	207,280	66,220	164,472	0	0	19,364	0	744,196	15,909	760,105

EXHIBIT D

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

LEAD DESIGN CONSULT TASKS

Date: Time:	31-Mar-99 04:53 PM	Labor Classification & Rate											Totals		
		Title:	Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech.	L.S. Arch.	L.S. Desgnr.	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
		Code:	i	ii	iii	iv	v	vi	vii	viii	ix	x			
		Rate:	144.00	115.00	90.00	80.00	70.00	66.00	90.00	65.00	47.00	90.00			
Phase	Activity														
ER	CONSTRUCTION SERVICES														
ER(46)	Pre-Bid Services		0	920	1,440	0	0	0	0	0	376	0	2,736	22	2,758
ER(47)	Addenda		0	920	1,440	3,840	1,120	1,056	0	0	376	0	8,752	83	8,835
ER(48)	Preconstruction Conference		0	460	0	0	0	0	0	0	0	0	460	35	495
ER(49)	Shop Drawing Rev. & Coord. w/CM		0	7,360	11,520	25,600	0	0	0	0	2,256	0	46,736	118	46,854
ER(50)	RFIs		576	8,970	7,920	6,400	2,100	1,980	0	0	4,230	0	32,176	208	32,384
ER(51)	Final Project Walkthrough		0	920	0	0	0	0	0	0	0	0	920	67	987
	CONSTRUCTION SERVICES		576	19,550	22,320	35,840	3,220	3,036	0	0	7,238	0	91,780	533	92,313
ERAS	ADDITIONAL SERVICES														
ERAS(1)	Special Improvement District														
	a. Research Parcels / Quantity-Cost Est		576	1,840	1,440	3,840	8,400	0	0	0	752	7,200	24,048	217	24,265
	b. Assessment Maps		0	3,680	3,600	6,400	0	13,200	0	0	1,880	7,200	35,960	328	36,288
	c. Prov. Order & Final Asses. Plat Map		576	2,760	3,600	3,200	1,680	5,280	0	0	1,880	1,440	20,416	184	20,600
	d. Deterime Asses. FF & Improvement		576	4,600	4,320	6,400	1,120	7,920	0	0	3,760	3,600	32,296	832	33,128
	Special Improvement District Subtotal:		1,728	12,880	12,960	19,840	11,200	26,400	0	0	8,272	19,440	112,720	1,561	114,281
ERAS(2)	Utility Potholing		0	920	1,080	3,200	1,120	1,056	0	0	376	0	7,752	12,586	20,338
ERAS(3)	Add'l Public Workshops or Mtgs		1,152	1,840	1,440	0	560	0	1,440	520	94	0	7,046	94	7,140
ERAS(4)	NPDES Permit		0	460	2,160	0	1,120	0	0	0	376	0	4,116	46	4,162
ERAS(5)	Corrosion Engineering		0	460	720	0	0	0	0	0	0	0	1,180	5,022	6,202
ERAS(6)	Additional Soil Boring/Testing		0	460	720	0	0	0	0	0	0	0	1,180	20,035	21,215
ERAS(7)	Landscape Architecture														
	a. 30% P., S. & Estimates		288	920	0	0	0	0	9,900	27,300	0	0	38,408	665	39,073
	b. 30% Submittal		0	0	0	0	0	0	720	0	0	0	720	308	1,028
	c. 30% Submittal Review		0	230	0	0	0	0	720	0	0	0	950	8	958
	d. 75% P., S. & Estimates		288	920	0	0	0	0	7,740	29,250	0	0	38,198	710	38,908
	e. 75% Submittal		0	0	0	0	0	0	720	520	0	0	1,240	320	1,560
	f. 75% Submittal Review		0	230	0	0	0	0	1,440	520	0	0	2,190	20	2,210

EXHIBIT D

ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD

LEAD DESIGN CONSULT TASKS

Phase	Activity	Title:	Labor Classification & Rate										Totals		
			Princ.	Project Mgr.	Project Engr.	Engr.	SrCAD Tech.	CAD Tech.	L.S. Arch.	L.S. Desgnr.	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
			Code: i	ii	iii	iv	v	vi	vii	viii	ix	x			
			Rate: 144.00	115.00	90.00	80.00	70.00	66.00	90.00	65.00	47.00	90.00			
	g. 90% P., S. & Estimates		288	920	0	0	0	0	5,400	16,250	0	0	22,858	410	23,268
	h. 90% Submittal		0	0	0	0	0	0	1,440	1,040	0	0	2,480	332	2,812
	i. 90% Submittal Review		0	230	0	0	0	0	720	520	0	0	1,470	20	1,490
	j. 100% P., S. & Estimates		288	920	0	0	0	0	3,600	6,760	0	0	11,568	191	11,759
	k. 100% Submittal		0	0	0	0	0	0	720	520	0	0	1,240	320	1,560
	l. 100% Submittal Review		0	0	0	0	0	0	720	520	0	0	1,240	20	1,260
	m. Final Revisions and Approvals		288	920	0	0	0	0	1,080	520	0	0	2,808	28	2,836
	n. Final Submittal		0	0	0	0	0	0	720	520	0	0	1,240	2,250	3,490
	o. Const. Phase - Addenda		288	920	0	0	0	0	1,800	1,040	0	0	4,048	68	4,116
	p. Const. Phase - Shop Dwg Review		288	920	0	0	0	0	4,320	3,120	0	0	8,648	110	8,758
	q. Const. Phase - RFIs		288	920	0	0	0	0	3,600	2,600	0	0	7,408	98	7,506
	r. Const. Ph. - Final Proj. Walkthrough		0	0	0	0	0	0	720	0	0	0	720	7	727
	Landscape Architecture Subtotal:		2,304	8,050	0	0	0	0	46,080	91,000	0	0	147,434	5,885	153,319
ERAS(8)	Additional Design Services		1,152	2,760	7,200	6,400	8,400	7,920	3,600	3,900	0	0	41,332	506	41,838
	ADDITIONAL SERVICES		6,336	27,830	26,280	29,440	22,400	35,376	51,120	95,420	9,118	19,440	322,760	45,735	368,495
	TOTALS		31,536	231,380	329,580	375,440	121,240	302,148	51,120	95,420	73,038	20,880	1,631,782	147,652	1,779,434

ELKHORN ROAD OVERPASS AND TOWN CENT

DOP ROAD

Cost Worksheet (ODC's)

Date: 31-Mar-99

Time: 04:53 PM

	ODC - Description	Amount	Unit	Rate	Total						
I	Reproduction	17,660	Pages	0.06	1,059.60						
II	Computer / Equipment	7,710	Hours	1.50	11,565.00						
III	Mileage	6,380	Hours	0.32	2,041.60						
IV	Bluelines	11,400	Sheets	0.40	4,560.00						
V	Mylars	285	Sheets	30.00	8,550.00						
VI	Displays(Mat'l Cst; Photos; Mounting; etc)	n/a	L.S.	n/a	4,200.00						
VII	Kleinfelder, Inc. (Geotech/Corrosion)	n/a	L.S.	n/a	103,175.65						
VIII	Safe Search, Inc. (Potholing)	n/a	L.S.	n/a	12,500.00						
IX	Parsons Trans (Traffic Engrg)	n/a	L.S.	n/a	0.00						

Phase	Activity	ODC Type (see above)									Task ODC Total
		I	II	III	IV	V	VI	VII	VIII	IX	
ER	LEAD DESIGN CONSULT TASKS										
ER(1)	Project Coordination	350	0	40	0	0	0	0	0	0	34
ER(2)	Project Scheduling	175	0	0	0	0	0	0	0	0	11
ER(3)	Project Meetings	350	0	400	0	0	0	0	0	0	149
ER(4)	Design Reviews	250	0	200	0	0	0	0	0	0	79
ER(5)	Research & Data Gathering	75	0	200	0	0	0	0	0	0	69
ER(6)	Project Administration	150	0	0	0	0	0	0	0	0	9
ER(7)	Utility Coordination	75	0	150	0	0	0	0	0	0	53
	LEAD DESIGN CONSULT TASKS	1,425	0	990	0	0	0	0	0	0	402
ER	GENERAL PROJECT ADMIN										
ER(8)	Project Coordination	150	0	10	0	0	0	0	0	0	12
ER(9)	Project Scheduling	25	0	0	0	0	0	0	0	0	2
ER(10)	Project Meetings	150	0	200	0	0	0	0	0	0	73
ER(11)	Research & Data Gathering	25	0	100	0	0	0	0	0	0	34
ER(12)	Project Administration	50	0	0	0	0	0	0	0	0	3
ER(13)	Utility Coordination	25	0	50	0	0	0	0	0	0	18
ER(14)	RTC Presentation	25	0	50	0	0	1,200	0	0	0	1,218
ER(15)	Coord. CLV SID - Prop. Owner Mtgs	100	0	200	0	0	1,200	0	0	0	1,270
	GENERAL PROJECT ADMIN	550	0	610	0	0	2,400	0	0	0	2,628

ELKHORN ROAD OVERPASS AND TOWN CENT

OOP ROAD

Cost Worksheet (ODC's)

Date:

31-Mar-99

Time: 04:53 PM

	ODC - Description	Amount	Unit	Rate	Total						
I	Reproduction	17,660	Pages	0.06	1,059.60						
II	Computer / Equipment	7,710	Hours	1.50	11,565.00						
III	Mileage	6,380	Hours	0.32	2,041.60						
IV	Bluelines	11,400	Sheets	0.40	4,560.00						
V	Mylars	285	Sheets	30.00	8,550.00						
VI	Displays(Mat'l Cst; Photos; Mounting; etc)	n/a	L.S.	n/a	4,200.00						
VII	Kleinfelder, Inc. (Geotech/Corrosion)	n/a	L.S.	n/a	103,175.65						
VIII	Safe Search, Inc. (Potholing)	n/a	L.S.	n/a	12,500.00						
IX	Parsons Trans (Traffic Engrg)	n/a	L.S.	n/a	0.00						

Phase	Activity	ODC Type (see above)									Task ODC Total
		I	II	III	IV	V	VI	VII	VIII	IX	
ER	PRELIM. ENGINEERING TASKS										
ER(16)	Pre-Design Site Review	0	0	50	0	0	0	0	0	0	16
ER(17)	Interdivisional Coordination	450	0	300	0	0	0	0	0	0	123
ER(18)	Geotechnical Investigation & Report	750	0	0	0	0	0	78,176	0	0	78,221
ER(19)	Hydrology/Hydraulic Studies	500	92	100	0	0	0	0	0	0	200
ER(20)	Geometrics	500	124	0	0	0	0	0	0	0	216
ER(21)	Envir. & Reg. Permits	200	28	100	0	0	0	0	0	0	86
ER(22)	Utility Requirements	250	0	100	0	0	0	0	0	0	47
ER(23)	30% P., S. & Est.	100	972	0	2,110	0	0	0	0	0	2,308
ER(24)	Predesign Report (PDR) Draft	600	18	30	0	0	0	0	0	0	73
ER(25)	Draft Bridge Type Select. Rep (BTSR)	300	660	30	0	0	0	0	0	0	1,018
ER(26)	PDR & BTSR Review	50	16	50	0	0	0	0	0	0	43
ER(27)	Final Predesign Report	600	8	30	0	0	0	0	0	0	58
ER(28)	Final Bridge Type Select. Rep (BTSR)	300	6	30	0	0	0	0	0	0	37
	PRELIM. ENGINEERING TASKS	4,600	1,924	820	2,110	0	0	78,176	0	0	82,444
ER	FINAL DESIGN TASKS										
ER(29)	Interdivisional Coordination	400	0	100	0	0	0	0	0	0	56
ER(30)	75% P., S. & Est.	200	1,880	0	2,110	0	0	0	0	0	3,676
ER(31)	Front End Contract Doc. Review	500	0	0	0	0	0	0	0	0	30
ER(32)	75% Submittal	1,000	24	30	0	0	0	0	0	0	106
ER(33)	75% Submittal Review	100	30	50	0	0	0	0	0	0	67
ER(34)	Permit Coordination	150	20	100	0	0	0	0	0	0	71
ER(35)	90% P., S. & Est.	200	776	30	2,110	0	0	0	0	0	2,030
ER(36)	Submit to Utility Companies	100	0	125	0	0	0	0	0	0	46
ER(37)	On-site Review	50	0	50	0	0	0	0	0	0	19
ER(38)	90% Submittal	1,000	24	30	0	0	0	0	0	0	106

ELKHORN ROAD OVERPASS AND TOWN CENT'

OOP ROAD

Cost We et (ODC's)

Date:

31-Mar-99

Time: 04:53 PM

	ODC - Description	Amount	Unit	Rate	Total						
I	Reproduction	17,660	Pages	0.06	1,059.60						
II	Computer / Equipment	7,710	Hours	1.50	11,565.00						
III	Mileage	6,380	Hours	0.32	2,041.60						
IV	Bluelines	11,400	Sheets	0.40	4,560.00						
V	Mylars	285	Sheets	30.00	8,550.00						
VI	Displays(Mat'l Cst; Photos; Mounting; etc)	n/a	L.S.	n/a	4,200.00						
VII	Kleinfelder, Inc. (Geotech/Corrosion)	n/a	L.S.	n/a	103,175.65						
VIII	Safe Search, Inc. (Potholing)	n/a	L.S.	n/a	12,500.00						
IX	Parsons Trans (Traffic Engrg)	n/a	L.S.	n/a	0.00						

Phase	Activity	ODC Type (see above)									Task ODC Total
		I	II	III	IV	V	VI	VII	VIII	IX	
ER(39)	90% Submittal Review	100	0	50	0	0	0	0	0	0	22
ER(40)	100% P., S. & Est.	1,000	510	30	2,110	0	0	0	0	0	1,679
ER(41)	Utility Approvals	50	32	125	0	0	0	0	0	0	91
ER(42)	100% Submittal	1,000	24	30	0	0	0	0	0	0	106
ER(43)	100% Submittal Review	75	30	50	0	0	0	0	0	0	66
ER(44)	Final Revisions and Approvals	150	52	0	0	0	0	0	0	0	87
ER(45)	Final Submittal	1,000	36	30	0	211	1,200	0	0	0	7,654
	FINAL DESIGN TASKS	7,075	3,438	830	6,330	211	1,200	0	0	0	15,909
ER	CONSTRUCTION SERVICES										
ER(46)	Pre-Bid Services	100	0	50	0	0	0	0	0	0	22
ER(47)	Addenda	50	32	100	0	0	0	0	0	0	83
ER(48)	Preconstruction Conference	50	0	100	0	0	0	0	0	0	35
ER(49)	Shop Drawing Rev. & Coord. w/CM	50	0	360	0	0	0	0	0	0	118
ER(50)	RFIs	50	60	360	0	0	0	0	0	0	208
ER(51)	Final Project Walkthrough	50	0	200	0	0	0	0	0	0	67
	CONSTRUCTION SERVICES	350	92	1,170	0	0	0	0	0	0	533
ERAS	ADDITIONAL SERVICES										
ERAS(1)	Special Improvement District										
	a. Research Parcels / Quantity-Cost Est	350	120	50	0	0	0	0	0	0	217
	b. Assessment Maps	200	200	50	0	0	0	0	0	0	328
	c. Prov. Order & Final Asses. Plat Maps	200	104	50	0	0	0	0	0	0	184
	d. Deterime Asses. FF & Improvements	200	136	50	0	0	600	0	0	0	832
	Special Improvement District Subtotal:	950	560	200	0	0	600	0	0	0	1,561

ELKHORN ROAD OVERPASS AND TOWN CENT'

OOP ROAD

Cost We get (ODC's)

Date: 31-Mar-99

Time: 04:53 PM

	ODC - Description	Amount	Unit	Rate	Total						
I	Reproduction	17,660	Pages	0.06	1,059.60						
II	Computer / Equipment	7,710	Hours	1.50	11,565.00						
III	Mileage	6,380	Hours	0.32	2,041.60						
IV	Bluelines	11,400	Sheets	0.40	4,560.00						
V	Mylars	285	Sheets	30.00	8,550.00						
VI	Displays(Mat'l Cst; Photos; Mounting; etc)	n/a	L.S.	n/a	4,200.00						
VII	Kleinfelder, Inc. (Geotech/Corrosion)	n/a	L.S.	n/a	103,175.65						
VIII	Safe Search, Inc. (Potholing)	n/a	L.S.	n/a	12,500.00						
IX	Parsons Trans (Traffic Engrg)	n/a	L.S.	n/a	0.00						

Phase	Activity	ODC Type (see above)									Task ODC
		I	II	III	IV	V	VI	VII	VIII	IX	Total
ERAS(2)	Utility Potholing	100	32	100	0	0	0	0	12,500	0	12,586
ERAS(3)	Add'l Public Workshops or Mtgs	300	8	200	0	0	0	0	0	0	94
ERAS(4)	NPDES Permit	100	16	50	0	0	0	0	0	0	46
ERAS(5)	Corrosion Engineering	100	0	50	0	0	0	5,000	0	0	5,022
ERAS(6)	Additional Soil Boring/Testing	50	0	100	0	0	0	20,000	0	0	20,035
ERAS(7)	Landscape Architecture										
	a. 30% P., S. & Estimates	50	420	100	0	0	0	0	0	0	665
	b. 30% Submittal	200	0	0	740	0	0	0	0	0	308
	c. 30% Submittal Review	25	0	20	0	0	0	0	0	0	8
	d. 75% P., S. & Estimates	50	450	100	0	0	0	0	0	0	710
	e. 75% Submittal	200	8	0	740	0	0	0	0	0	320
	f. 75% Submittal Review	25	8	20	0	0	0	0	0	0	20
	g. 90% P., S. & Estimates	50	250	100	0	0	0	0	0	0	410
	h. 90% Submittal	200	16	0	740	0	0	0	0	0	332
	i. 90% Submittal Review	25	8	20	0	0	0	0	0	0	20
	j. 100% P., S. & Estimates	50	104	100	0	0	0	0	0	0	191
	k. 100% Submittal	200	8	0	740	0	0	0	0	0	320
	l. 100% Submittal Review	25	8	20	0	0	0	0	0	0	20
	m. Final Revisions and Approvals	50	8	40	0	0	0	0	0	0	28
	n. Final Submittal	200	8	20	0	74	0	0	0	0	2,250
	o. Const. Phase - Addenda	200	16	100	0	0	0	0	0	0	68
	p. Const. Phase - Shop Dwg Review	100	48	100	0	0	0	0	0	0	110
	q. Const. Phase - RFIs	100	40	100	0	0	0	0	0	0	98
	r. Const. Ph. - Final Proj. Walkthrough	10	0	20	0	0	0	0	0	0	7
	Landscape Architecture Subtotal:	1,760	1,400	860	2,960	74	0	0	0	0	5,885
ERAS(8)	Additional Design Services	300	240	400	0	0	0	0	0	0	506
	ADDITIONAL SERVICES	3,660	2,256	1,960	2,960	74	600	25,000	12,500	0	49,553
	TOTALS	17,660	7,710	6,380	11,400	285	4,200	103,176	12,500	0	151,470



ELKHORN ROAD OVERPASS AND TOWN CENTER LOOP ROAD



ID		Description	Early Start	Early Finish	Overall Project Coordination	Utility Coordination	Research and Data Gathering	Pre-Design Site Review	Inter-Departmental Coordination	Geotechnical Investigation & Report	Hydrology/Hydraulic Studies	Geometrics	Environmental & Regulatory Permits	Utility Requirements	40% Plans, Specs. & Estimates	Preliminary Design Report Draft	Draft Bridge Type Select. Rep	70% Submittal Review	Final Preliminary Report	Final Bridge Type Select. Rep	75% Plans, Specs. & Estimates	75% Submittal Review	Final Plans, Specs. & Estimates	Submit to Utility Companies	On-Site Review	90% Submittal Review	100% Plans, Specs. & Estimates	100% Submittal Review	Final Reviews and Approvals	Final Submittal	Pre-Bid Services	Preconstruction Conference	Shop Drawing Rev. & Coord. w/CM	RFIs	Final Project Walkthrough			
1	HASB1 - Preliminary Design Phase																																					
2	Overall Project Coordination		16JUN99	17JAN01	A																																	
3	Utility Coordination		16JUN99	16FEB00	A																																	
4	Project Meetings		26JUN99	16FEB00	A																																	
5	Research and Data Gathering		16JUN99	16JUL99	A																																	
6	Pre-Design Site Review		16JUN99	23JUN99	A																																	
7	Inter-Departmental Coordination		17JUN99	26JUN99	A																																	
8	Geotechnical Investigation & Report		17JUN99	12JUL99	A																																	
9	Hydrology/Hydraulic Studies		17JUN99	20JUL99	A																																	
10	Geometrics		17JUN99	06JUL99	A																																	
11	Environmental & Regulatory Permits		17JUN99	26JUN99	A																																	
12	Utility Requirements		17JUN99	01JUL99	A																																	
13	40% Plans, Specs. & Estimates		21JUN99	22SEP99	A																																	
14	Preliminary Design Report Draft		21JUN99	07SEP99	A																																	
15	Draft Bridge Type Select. Rep		21JUN99	07SEP99	A																																	
16	70% Submittal Review		22SEP99	16OCT99	A																																	
17	Final Preliminary Report		07SEP99	22SEP99	A																																	
18	Final Bridge Type Select. Rep		07SEP99	22SEP99	A																																	
HASB2 - Final Design Phase																																						
19	75% Plans, Specs. & Estimates		22SEP99	16OCT99	A																																	
20	Final End Contract Doc. Review		13SEP99	13SEP99	A																																	
21	75% Submittal Review		06DEC99	06DEC99	A																																	
22	90% Plans, Specs. & Estimates		06DEC99	10JAN00	A																																	
23	90% Submittal Review		10JAN00	16JAN00	A																																	
24	Submit to Utility Companies		10JAN00	10JAN00	A																																	
25	On-Site Review		10JAN00	10JAN00	A																																	
26	90% Submittal Review		10JAN00	24JAN00	A																																	
27	100% Plans, Specs. & Estimates		10JAN00	31JAN00	A																																	
28	100% Submittal Review		31JAN00	08FEB00	A																																	
29	Final Reviews and Approvals		08FEB00	16FEB00	A																																	
30	Final Submittal		16FEB00	16FEB00	A																																	
HASB3 - Construction Services Phase																																						
31	Pre-Bid Services		16FEB00	02MAR00	A																																	
32	Preconstruction Conference		03MAR00	03MAR00	A																																	
33	Shop Drawing Rev. & Coord. w/CM		17APR00	17JAN01	A																																	
34	RFIs		17APR00	17JAN01	A																																	
35	Final Project Walkthrough		17JAN01	17JAN01	A																																	
HASB4 - Additional Services Phase																																						
36	Special Improvement District		16JUN99	07FEB00	A																																	
37	Utility Polishing		16JUN99	16AUG99	A																																	
38	Additional Public Workshops/Meetings		20SEP99	17JAN00	A																																	
39	NIPDES Permit		02JAN00	02MAR00	A																																	

EXHIBIT E-SCHEDULE

Poggemeyer Design Group, Inc.



**EXHIBIT F
INVOICE FORMAT**

00/00/99

POGGEMEYER DESIGN GROUP, INC.
2601 N. Tenaya Way
Las Vegas, NV 89128

City of Las Vegas
City Engineer Division
400 E. Stewart Avenue
Las Vegas, NV 89101

Invoice #000000
PDG# 99000A
Period: 00/00/99 - 00/00/99

Mr. Marvin Stine, P.E.

**ELKHORN OVERPASS &
TOWN CENTER LOOP ROAD -**

Description of Services:

Description	Title	Date	Rate	Hours	Amount
Smith, A.	Principal	00/00/99	\$ 144.00	0 \$	-
Smith, B.	Project Manager	00/00/99	\$ 115.00	0 \$	-
Smith, C.	Project Engineer	00/00/99	\$ 90.00	0 \$	-
Smith, D.	CADD Tech	00/00/99	\$ 66.00	0 \$	-
Smith, E.	Clerical	00/00/99	\$ 47.00	0 \$	-
				<u>0 \$</u>	<u>-</u>

Sub Consultant Expenses:

XYZ Consultant

\$ -

Reimbursable Expenses:

Date	Billable Cost	Billable Amount
00/00/99	\$ -	\$ -

Total Services

\$ -

Total Sub Consultant Costs

\$ -

Total Reimburseables

\$ -

Invoice Total

\$ -

Project Summary

	Contract	Pre-Billed	Current	Left in Contract
A/E Services	\$ -	\$ -	\$ -	\$ -
Sub Consultants	\$ -	\$ -	\$ -	\$ -
Reimburseables	\$ -	\$ -	\$ -	\$ -

Project Hours To Date

0

CITY COUNCIL

MEETING OF

JUNE 28, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 37

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****REPORT/ACTION ITEMS****77**

Approval of a professional services agreement with Parsons Transportation Group for design of the Tropical Parkway overpass and a portion of Town Center Loop Road

(Fiscal Impact: Total Funding of \$840,769 will be provided by City Special Improvement District and Nevada Department of Transportation, contingent on NDOT's approval of its portion)

McDONALD - Motion to approve:**Items 5 through 51****Items 53 through 61****Items 64 through 94****-carried UNANIMOUSLY with Ward 2 seat vacant****Item 4:****TABLED under separate action**
(see individual item)**Item 52:****APPROVED under separate action**
(see individual item)**Items 62 and 63:****STRICKEN under separate action**
(see individual items)

There was no discussion.

(11:04 - 11:05)

1-1030**78**

Approval of a professional services agreement with HMM Engineering and Surveying, Inc. for surveying and right-of-way engineering services in support of the design of the Tropical Parkway overpass, the Elkhorn Road overpass, and portions of Town Center Loop Road

(Fiscal Impact: Total Funding of \$182,087 will be provided by City Special Improvement District and Nevada Department of Transportation, contingent on NDOT's approval of its portion)

APPROVED - see above

AGENDA DOCUMENTATION**CITY COUNCIL**MEETING OF
JUNE 28, 1999

TO: CITY COUNCIL

FROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

**SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS
TRANSPORTATION GROUP FOR DESIGN OF THE TROPICAL PARKWAY OVERPASS AND A
PORTION OF TOWN CENTER LOOP ROAD**

PURPOSE/BACKGROUND

A Professional Services Agreement (PSA) with Parsons Transportation Group has been prepared for design of the Tropical Parkway Overpass and a portion of the Town Center Loop Road. The purpose of this item is to preapprove the PSA with Parsons on the subject project contingent on NDOT approval of their portion of the funding for the design work.

FISCAL IMPACT

Funding will be provided by City Special Improvement District (\$199,996) and Nevada Department of Transportation (\$640,773). Contingent on NDOT approval of their portion, the total funded amount will be \$840,769.

RECOMMENDATION

The Director of Public Works recommends that the City Council approve the Professional Services Agreement with Parsons Transportation Group in the amount of \$840,769.00 for design of the Tropical Parkway Overpass and a portion of the Town Center Loop Road, contingent on receipt of NDOT approval of their portion of the design funds.

AGENDA ITEM**77**

PROFESSIONAL SERVICES AGREEMENT
Tropical Parkway Overpass

THIS AGREEMENT, made and entered into as of the 28th day of June, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation, (hereinafter referred to as "CITY"), and PARSONS TRANSPORTATION GROUP, INC., (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY intends to construct the Tropical Parkway Overpass (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain quality professional services of the CONSULTANT to perform design and preparation of contract bid documents for the construction of the PROJECT; and

WHEREAS, the CONSULTANT is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to perform such services within the required time; and

WHEREAS, the CONSULTANT's scope of service and compensation have been arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Section I through XI hereof;

SECTION I
RESPONSIBILITY OF CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and consultants and its and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional technical engineering standards.
- B. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT shall not produce a design which violates or infringes on any patent rights. The CONSULTANT shall without additional compensation, correct or revise any error or deficiencies in its design, drawings, specifications, reports and other services. The CONSULTANT shall pay all damages, costs and expenses caused by, resulting from, or arising out of CONSULTANT's negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the CITY of any products or services furnished by CONSULTANT shall not in any way relieve the

CONSULTANT of responsibility for the professional and technical accuracy of its services.

CITY review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to CITY caused by CONSULTANT's negligent acts, errors or omissions in performance of this AGREEMENT.

- C. CONSULTANT shall assign James Caviola, P.E., to manage the PROJECT. All of the services specified by this AGREEMENT shall be performed by the Project Manager, or by CONSULTANT's associates and employees identified in the CONSULTANT's proposal under the personal supervision of the Project Manager. All employees identified in the CONSULTANT's cost proposal shall be subject to approval by CITY's representative. Should the Project Manager, or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person whom the CITY's representative finds satisfactory. If CONSULTANT fails to make a required replacement within thirty (30) calendar days,

CITY may terminate this AGREEMENT for default.

- D. The CONSULTANT shall not produce a design or specification which would be in violation of NRS Chapter 338 entitled "Public Works Projects".
- E. CONSULTANT shall furnish CITY's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.
- F. The CONSULTANT agrees that its officers, partners and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will be available for consultation with CITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the CITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

SECTION II RESPONSIBILITY OF CITY

- A. The CITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other

responsibilities.

- B. The services to be performed by CONSULTANT under this AGREEMENT shall be subject to periodic review by CITY's representative. The review comments of CITY's representative shall be reported in writing to CONSULTANT by CITY's representative. To prevent an unreasonable delay in CONSULTANT's work, the CITY's representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the CONSULTANT within ten (10) working days of receipt of such documents. It is understood that CITY's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- C. CITY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which CITY has available, including as examples only and not as a limitation:
1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents,

and information related to the services specified by this AGREEMENT.

- D. CITY shall assist CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the CITY determines that such material is necessary for the completion of the services specified by this AGREEMENT.

SECTION III SCOPE OF SERVICES

Services to be performed by the CONSULTANT shall consist of the services described in Exhibit A of this AGREEMENT.

SECTION IV CHANGES TO SCOPE OF SERVICES

- A. The CITY may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Any claim of the CONSULTANT for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of notification of change unless the CITY grants in writing a further period of time before the date of final payment under this

AGREEMENT.

- B. No services due to a change in scope for which additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the CITY.

**SECTION V
ADDITIONAL SERVICES OF CONSULTANT**

- A. Additional services will be provided only as specifically authorized in writing by the CITY's representative and consist of the work described in Exhibit B. Any other work determined by CITY as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
- B. The CONSULTANT shall notify CITY in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by CONSULTANT under this AGREEMENT.

**SECTION VI
SUBCONTRACTS**

CONSULTANT agrees to include in all professional engineering subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY, that no liability arises on

the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONSULTANT for said subcontracted work, the subcontractor'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.

- B. A provision that the subcontractors have no more rights against the CITY than that of the CONSULTANT.
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this AGREEMENT unless the CITY has approved any deviation, changes or modifications in writing.
- D. A provision that the subcontractor will obtain and maintain professional Errors and Omissions Insurance coverage in connection with the subcontracted work in an amount equal to that required of the CONSULTANT as provided in Section XI.E entitled "Insurance" of this AGREEMENT.

SECTION VII TERM OF AGREEMENT

This AGREEMENT shall be in force and effect from and after the day on which the CITY gives notice to the CONSULTANT to begin work under this AGREEMENT. This shall remain in effect until one (1) year has elapsed after the final payment for services under this

AGREEMENT is made. This Section shall not be construed to relieve either party of its obligations to perform under this AGREEMENT while the AGREEMENT is in effect. Termination of this AGREEMENT shall not release either party from any of its continuing obligations hereunder. This Section shall not be construed to change any disputes arising out of this 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 this AGREEMENT or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION VIII COMPENSATION AND TERMS OF PAYMENT

A. General

Progress Payments: Once each month, the CITY shall pay the CONSULTANT for services performed under Section III entitled "Scope of Services" of this Agreement.

B. Compensation and Method of Payment for Engineering Services:

1. The CITY shall pay the CONSULTANT for services identified in Section III entitled "Scope of Services", an hourly fee set forth in Exhibit "D", for the services actually provided in the performance of this Agreement, which fee shall not in any event exceed the limit of \$722,434.00. This limit has been established based upon the estimated number of manhours of performance for the job classifications set forth in Exhibit "C". The CONSULTANT shall

- prepare monthly and submit to CITY's representative in writing a complete statement of costs which includes actual work completed.
2. Payment shall be due within forty-five (45) calendar days after the date of receipt and approval by CITY's representative of monthly invoices describing the work performed during the preceding month.
 3. The CITY agrees to pay CONSULTANT for any services described in Section V entitled "Additional Services of Consultant", only if the services are requested in writing by the CITY's representative. Payment will be in accordance with paragraphs 1 and 2 of this Section for additional services rendered in connection with Exhibit B. An amount up to, but not exceeding \$118,335.00 may be authorized for service performed under Section V entitled "Additional Services of Consultant". The total amount of this entire AGREEMENT shall not exceed \$840,769.00.
 4. Billings shall be submitted each month for work performed during the previous month in accordance with the labor rates as shown on Exhibit "D", with an original and one copy to the CITY'S representative in the format attached as Exhibit "F".
 5. Upon approval of such billings by CITY's representative, payment shall be made to CONSULTANT of ninety-five percent (95%) of

the amount determined above, less all previous payments. The remaining five percent (5%) shall be retained as noted in paragraph 7 below.

6. CITY's representative shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in CONSULTANT's designs, drawings, specifications, reports and other services which have not previously been paid by CONSULTANT. The CITY's representative shall provide a written statement to the CONSULTANT of the damages, costs and expenses which have been subtracted from any payment to the CONSULTANT along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the CONSULTANT.
7. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by CITY, which acceptance will not be unreasonably withheld, CONSULTANT will, within forty-five (45) calendar days of CITY's receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

SECTION IX TIME OF PERFORMANCE

CONSULTANT shall furnish CITY's representative a schedule for performance of services not later than ten (10) calendar days after CONSULTANT receives written notice to proceed from CITY's representative. The schedule shall set forth not more than two hundred seventy four (274) calendar days for Tasks TP(1) through TP(49), as a period of time which may reasonably be required to complete the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the CONSULTANT will provide a fifteen (15) calendar day allowance for each CITY review period. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, he shall notify the CITY's representative in writing of the reasons for the delay. The CONSULTANT shall then prepare a revised schedule for performance of services and submit the revised schedule to the CITY's representative. The CONSULTANT shall perform and complete the work according to the schedule furnished to CITY's representative. If the CONSULTANT is delayed by conditions within his control, as determined by CITY after consultation with the CONSULTANT, CITY shall have the right to increase the percentage withheld from monthly payments under Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT up to ten percent (10%) until such time as the CONSULTANT has complied with the schedule requirement or presented an acceptable plan for such compliance.

SECTION X
AUDIT: ACCESS TO RECORDS

- A. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the cost submission and a copy of the cost summary submitted to the CITY. The CITY, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection. Negotiated fixed rates will not change due to an audit.
- B. The CONSULTANT agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of \$10,000.
- C. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

- D. The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the CONSULTANT is 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 written comments, if any, of the CONSULTANT.
- E. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION XI MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by CONSULTANT under this AGREEMENT for such period of time as CITY, in its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten (10) working days prior to the date on which CITY wishes to

suspend. Upon such suspension, CITY shall pay CONSULTANT its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance. In the event the CITY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty (30) calendar days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this AGREEMENT to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by CITY. In no event will the CITY be liable to the CONSULTANT for more than \$1,000.00.

B. TERMINATION:

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the CONSULTANT with ten (10) working days prior written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CONSULTANT receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XI.U entitled "Notice" of the AGREEMENT.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. DEFAULT

1. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
 - a. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
 - b. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to 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 CONSULTANT for the purpose of effecting any of the foregoing;
 - c. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and

shall continue unvacated and in effect for a period of thirty (30) calendar days; or

- d. If CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section IX entitled "Time of Performance" of the AGREEMENT.

Then, if any such Event of Default continues for five (5) calendar days after written notice to the CONSULTANT, CITY may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance due CONSULTANT the reasonable and necessary cost of finishing the work if the CITY cannot complete the performance of this AGREEMENT with the remaining funds originally set aside and budgeted for this PROJECT and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to the CITY within seven (7) calendar days of invoicing by the CITY

or (b) terminate this AGREEMENT and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by the CITY's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the CONSULTANT shall pay all costs of such audit.

2. It is expressly agreed that the CITY reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that the CITY might have against CONSULTANT for failure to comply with any of the terms and conditions of this AGREEMENT:

D. OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, studies and documents specifically to include magnetic media prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this AGREEMENT are deemed to be the property of the CITY. In the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all plans, drawings, specifications, studies and documents not in its

possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the CONSULTANT will be at the CITY's sole risk. The CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the CITY.

E. INSURANCE

CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Nevada State Industrial Insurance System (SIIS). Such insurance will protect CONSULTANT and CITY from employee claims based on job related sickness, disease, or accident.
2. Comprehensive General Liability (bodily injury and property damage) Insurance with respect to CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$1,000,000. The General Liability Insurance policy shall be endorsed to include the CITY as additional insured.
3. Professional Liability Insurance for the protection from claims arising out of performance of professional services caused by a negligent act, error or omission for which the insured is legally liable in a policy limit of not less than \$1,000,000 for the period of time covered by this AGREEMENT.

4. The CONSULTANT's Comprehensive General Liability and Professional Liability Insurance policies shall include or be endorsed to cover CONSULTANT's contractual liability to CITY under this AGREEMENT and to provide that CITY will be given thirty (30) calendar days' notice in writing of any cancellation or reduction in the coverage of the policies.
5. 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 \$100,000 without the written approval of CITY.
6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the CONSULTANT is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the commencement date of this AGREEMENT and the Certificate of Insurance shall state that coverage is on a "claims made" basis and reflect the retroactive date of such coverage. Upon availability, the CONSULTANT shall maintain coverage for the duration of this AGREEMENT and for two (2)

years following the completion of this AGREEMENT. The CONSULTANT shall provide the CITY annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the CITY with thirty (30) calendar day advance notice of policy cancellation.

F. INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors, or agents or anyone employed by the CONSULTANT or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

G. 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 neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing

contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. 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 CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE

The Director of Public Works or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said 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.

J. CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

1. That 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 able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this AGREEMENT, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

2. That the CONSULTANT 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.

K. CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work 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.

L. INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided 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.

M. APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the state of Nevada.

N. 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 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.

O. 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.

P. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. ARBITRATION

1. All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY and the CONSULTANT. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY and the CONSULTANT shall be specifically enforceable under the prevailing arbitration law.
2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration

action arising out of, or resulting from, the CONSULTANT's services as defined in the AGREEMENT or the PROJECT, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with Construction Industry rules of the Nevada Arbitration Association or the American Arbitration Association.

None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as to preclude either party from joining the other as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the PROJECT.

3. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) calendar days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) calendar days after the claim, dispute or other matter arises. The purpose of such notification is

to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

4. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) calendar days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.
5. In the event of arbitration, it is agreed by the parties hereto 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 Procedure.

6. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then existing. The sixty (60) calendar day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

R. CONFIDENTIALITY

CONSULTANT shall treat all information relating to the Project and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by CONSULTANT's employees to other parties or make any public announcement or publicity release without the CITY's written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

S. SITE INSPECTION

CONSULTANT represents that it has visited the location or locations 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.

T. MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

U. NOTICE

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses:

TO CITY:

Marvin D. Stine, P.E.
Project Manager
City Engineer Division
400 East Stewart Avenue
Las Vegas, Nevada 89101

TO CONSULTANT:

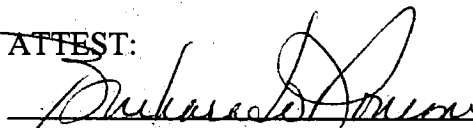
James Caviola, P.E.
Area Manager
Parsons
840 Grier Drive, Suite 340
Las Vegas, Nevada 89119

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

CITY OF LAS VEGAS

By 
OSCAR GOODMAN, Mayor
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Shain 4/28/99
Date

~~PARSONS, DE LEUW, CATHIER & COMPANY~~
A Unit of Parsons Transportation Group, Inc.


~~JAMES CAVIOLA, P.E., Area Manager~~
Thomas Barron, Senior Vice President
"Consultant"

EXHIBITS

- EXHIBIT A - Scope of Services
- EXHIBIT B - Additional Services
- EXHIBIT C - Manpower Task Breakdown
- EXHIBIT D - Cost Derivation
- EXHIBIT E - Schedule
- EXHIBIT F - Invoice Format

**PROFESSIONAL SERVICES AGREEMENT
FOR
TROPICAL PARKWAY OVER US 95**

**EXHIBIT "A"
SCOPE OF SERVICES**

A. DEFINITIONS

Selected terms used in this Exhibit "A" - Scope of Services are defined below:

- City shall mean the City of Las Vegas, a Municipal Corporation and political subdivision of the State of Nevada.
- CONSULTANT shall mean Parsons Transportation Group Inc.
- LEAD DESIGN CONSULTANT shall mean Poggemeyer Design Group, Inc.
- PROJECT shall mean the technical studies; design; preparation of contract documents, construction drawings, specifications, quantity calculations and cost estimates to implement improvements on Tropical Parkway from an approximate termini location at west touchdown of the U.S. 95 Overpass to an approximate termini location at Centennial Parkway/Tenaya Way.

B. RESPONSIBILITIES

The CITY's representative for project management responsibilities for the PROJECT is the LEAD DESIGN CONSULTANT and the CONSULTANT is responsible for coordinating all PROJECT activities with the LEAD DESIGN CONSULTANT including, but not limited to formal and informal communications, correspondence, requests for information and receipt of review comments.

C. PROJECT DESCRIPTION

The PROJECT will be divided into three packages as follows:

Package 1: An overall traffic study will be conducted for the Town Center Area Circulation Road system which runs from Elkhorn Road on the North to Tropical Parkway on the South, generally encompassing the proposed Northern Beltway/U.S. 95 System Interchange. The traffic study will examine existing traffic volume estimates and recommend system traffic control device requirements, lane configurations and turning lane storage lengths.

Package 2: The design of a new overpass bridge structure and approach roadway at Tropical Parkway and U.S. 95. The limits of Package 2 will be between east and west touchdowns of Tropical Parkway (approximate stations 45+00 to 70+00). The project will include a 3 span bridge structure, 6 lanes in width with approximate length of 550 LF. The project will be designed in

accordance with Nevada Department of Transportation (NDOT) requirements. The bridge improvement drawings will include bridge plans, approach roadway and traffic control in accordance with NDOT requirements.

Package 3: The design of a new section of Tropical Parkway from the east touchdown of package 2 to Tenaya Way (approximate length = 2250 LF) and the improvement of Tenaya Way from Azure to Centennial Parkway (approximate length = 1000 LF). Package 3 shall include asphalt concrete pavement, aggregate base, 3/4" open grade riding surface, curb, gutter, storm drainage facilities, storm drain pipe, utility relocation, street lighting, traffic signs, delineation and related construction, in accordance with the City of Las Vegas (CITY), and Americans with Disabilities Act (ADA) requirements. The roadway improvement construction drawing will include four lanes with a 14' median, storm drain facilities, striping, traffic signs and utility relocation. Sidewalk will not be constructed.

This PROJECT will comply with the latest edition of:

- A policy on Geometric Design of Highways and Streets (AASHTO Green Book)
- Nevada Department of Transportation Policies and Procedures (Package 2)
- Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada
- Uniform Standard Drawings for Public Works' Construction Off-Site Improvements Clark County Area, Nevada Volume I and II
- Design and Construction Standards for Wastewater Collection Systems, 1997
- Uniform Design and Construction Standards for Water Distribution Systems, 1st edition 1995.
- Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- City of Las Vegas Standard Plan Guidelines and Design Layout for Land Development Projects 1997 (Package 3)

Package 2 will be designed using Metric Units, Package 3 will be designed using English Units.

D. BASIC SERVICES TASKS

Basic Services will consist of reviewing and evaluation data and information provided by LEAD DESIGN CONSULTANT, accomplishing supplemental data gathering and preliminary engineering, followed by development of final drawings, specifications, and an opinion of probable construction costs for 2 single bid package/s and bid phase support services, as follows:

TROPICAL PARKWAY PRELIMINARY ENGINEERING TASKS

- TASK TP(1)** **Project Management.** Day-to-day work to administer interrelated activities, manage personnel and resources, monitor schedules and budgets; coordinate with LEAD DESIGN CONSULTANT and prepare and distribute PROJECT schedule updates.
- TASK TP(2)** **Progress Meetings.** Organize and participate in a PROJECT kickoff meeting following issuance of a Notice to Proceed with all affected persons and agencies to discuss the scope and schedule of the PROJECT; obtain data and information concerning the impact on other agencies. Prepare the meeting agendas, attend bi-weekly progress meetings, prepare meeting minutes recording the issues discussed and decisions reached, and distribute copies of minutes to all attendees.
- TASK TP(3)** **Project Records Review and Information Research.** Obtain selected data and information from the LEAD DESIGN CONSULTANT including scoping meeting notes, preliminary title reports, copies of title vesting documents, horizontal and vertical survey control within the PROJECT limits; recorded record of surveys, current assessors maps, preliminary utility coordination and research information, preliminary school district coordination and information, land development mapping currently being processed by the CITY, neighborhood drainage studies, and wastewater improvement plans. Provide on going supplemental research of public records and continuous records coordination with utility agencies.
- TASK TP(4)** **Pre-Design Site Review.** Perform a detailed site review, with the LEAD DESIGN CONSULTANT, to photograph and tabulate an inventory of existing improvements.
- TASK TP(5)** **Utility Coordination.** Provide ongoing coordination with utility agencies including power, telephone, gas, cable television, Las Vegas Valley Water District, Las Vegas Area Computerized Traffic Control System, (traffic signal interconnect); and identify other potential utility agencies that may be operating existing facilities or planning to install additional facilities within the PROJECT limits. Prepare formal notification letters to alert affected utility agencies of the PROJECT's needs and requirements. Determine if effected utilities have prior rights-of-way.

- TASK TP(6)** **Interdivisional Coordination.** Coordinated the PROJECT through the LEAD DESIGN CONSULTANT as a contact with all affected CITY divisions.
- TASK TP(7)** **Public Information Workshops.** Provide information and handouts and address possible access or construction impacts to the public at two (2) PROJECT Public Information Workshops. One meeting will occur upon completion of the draft Preliminary Design Report, and the second meeting will occur prior to construction.
- TASK TP(8)** **Aerial Mapping and Supplemental Field Topography.** Others will provide this task. The CONSULTANT will coordinate with Others and use topography and aerial maps along the alignment that will be formatted into plan and profile sheet. Coverage, scale and format on the finished sheets will be in accordance with the CITY's Standard Plan Guidelines and Design Layout for Land Development Projects.
- TASK TP(9)** **Geotechnical Investigation and Report.** To investigate the bridge site by drilling a total of 5 borings to depths of 70 feet at the bridge site. Along Tenaya Way from Centennial Parkway to Azure Drive, 5 borings to depths of 15 feet are proposed to address sewer line design issues. An additional 12 borings at approximately 500 foot centers along street improvements will be drilled to depths of 5 feet for pavement design purposes. Two borings to depths of 20 feet are planned beneath proposed bridge approach embankments.
- Logs of the subsurface conditions encountered in the explorations will be at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will undergo laboratory testing and analysis.
- The laboratory testing program will include moisture content, dry density, gradation, direct shear, R-value, Atterburg limit, clay swell potential, corrosivity tests, and consolidation tests. Other tests may also be performed. Actual type of tests and number of tests will depend on the soil conditions encountered.
- Based on the findings of the field and laboratory programs and engineering analyses, opinions and recommendations regarding the following will be provided:
- Subsurface soil conditions, including depth and consistency of cemented deposits, if encountered.

- Groundwater levels as observed during field work, excluding quantitative determinations of flow or dewatering rates.
- Suitable foundation type and depth, allowable bearing pressures and estimated settlements for spread foundations.
- Recommendations for design and construction of drilled shaft foundations, if appropriate, including allowable capacities in compression and lateral load.
- Recommendations for treatment and/or removal of unsuitable bearing soils, if encountered.
- Moisture protection.
- Recommendations for lateral earth pressures.
- Recommendations for seismic design criteria.
- Corrosive soil conditions.
- Pavement structural sections based on traffic considerations to be provided.
- Construction considerations, including a discussion of anticipated excavatability of on-site soils.
- Suitability of on-site material for structural fill material.

Opinions and recommendations will be presented in a written report complete with logs of the explorations and laboratory test results. Ten copies of the final report would be submitted.

TASK TP(10)

Hydrology/Hydraulic Studies. The LEAD DESIGN CONSULTANT will provide this task. The CONSULTANT will coordinate with the LEAD DESIGN CONSULTANT to incorporate the information into this project. The LEAD DESIGN CONSULTANT shall prepare a hydrology study that will identify the storm water drainage area tributary to the PROJECT, rainfall data and distribution curves, drainage area tributary to the PROJECT, rainfall data and distribution curves, drainage area characteristics, existing drainage facilities, peak runoff flows, and flow routing. Prepare a hydraulic study to determine the size of any localized drainage facilities that may be necessary. These studies will be performed in accordance with the Regional Transportation Commission's Policies

and Procedures, and the Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual Obtain, document and review existing reports and data from the 1996 CCRFFD Master Plan Update (MPU), flood insurance studies (FIS) restudies, CITY Neighborhood Drainage Studies, pertinent upstream development issues, and meet with the LEAD DESIGN CONSULTANT to confirm PROJECT design flows.

TASK TP(11)

Presentations. Assist with presentations to the City, prepare graphics, presentation materials and backup materials as required for agenda items.

TASK TP(12)

Traffic Study (Package 1) An overall traffic study will be conducted for the Town Center Area Circulation Road system which runs from Elkhorn Road on the North to Tropical Parkway on the South, generally encompassing the proposed Northern Beltway/U.S. 95 System Interchange. The traffic study will examine existing traffic volume estimates and recommend system traffic control device requirements, lane configurations and turning lane storage lengths. Specific tasks for the traffic study are:

1. Site Plan Review - Review of proposed alignments and intersections, recommended number of lanes, lane widths, etc. Review available ROW at intersections for additional turning lanes if needed. Review available traffic impact studies for new development and Town Center Development Standards Manual. Identify key intersections for analysis.

2. Traffic Data Review - Review of all existing traffic data and data generated from recent planning and/or impact studies

3. Traffic Analysis - Working with CLV Engineering Planning staff, develop and implement a traffic modeling strategy to produce average daily and peak hour traffic for the key intersections identified in the Site Plan Review. Using the peak hour volumes generated from the modeling process determine capacity potential of key intersections.

4. Geometric Needs/Traffic Control Assessment - Using findings from the Traffic Analysis determine the appropriated intersection geometrics needed to handle traffic at the City's minimum Level of Service criteria. This will also include the impact of CAT bus traffic on the intersection geometrics. Also analyze intersections to determine the potential for future traffic signal control.

TASK TP(13)

Geometrics. Establish geometry to determine alignment, and right-of-way requirements, and develop plans in sufficient detail to establish the approximate limits of construction and related permanent and temporary construction easements.

TASK TP(14)

Right-of-Way Engineering. OTHERS will provide this work. The CONSULTANT will coordinate with the OTHER CONSULTANT to incorporate the information into this project. The OTHER CONSULTANT shall prepare a right-of-way plans on 24" x 36" polyester sheets to a scale of 1"=100' and as a minimum will include:

- A horizontal control plan with alignment information for section lines, PROJECT centerline (including intersecting streets), and sectional ties
- Subdivision and sectional references
- Existing improvements in take-area and immediately adjacent thereto
- Private property lines
- Document numbers and dates for existing rights-of-way; public and utility easements and patent reservations
- Tax parcel numbers and owner/s names for all parcels from which right-of-way is required; tax parcel numbers only for all other parcels shown
- Street names
- Curve data
- Legend
- City, County and other municipal boundary lines
- Property schedule
- Basis of bearing
- North arrow
- Right-of-Way requirements for roadway, sewer and drainage improvements

TASK TP(15)

Parcel Maps. OTHERS will provide this work. The CONSULTANT will coordinate with the OTHER CONSULTANT to incorporate the information into this project. The OTHER CONSULTANT shall review right-of-way plans and prepare camera ready parcel maps on 8 1/2" x 11" sheets for each parcel requiring the acquisition of private property for right-of-way purposes, prepare legal description for acquisition "take" areas, and prepare separate temporary construction easement diagrams on the bottom of each property or parcel map by extending the drawing to 8 1/2" x 14" size.

- TASK TP(16)** **Environmental and Regulatory Permits.** Research permits applicable to the PROJECT, prepare all technical data and draft applications which may be necessary to obtain environmental and regulatory permits from federal, state and local agencies, including the Nevada Department of Transportation, Bureau of Land Management, the Clark County Regional Flood Control District, Clark County, The U.S. Army Corps of Engineer, and other as required. CITY will sign permit applications and pay application fees. A summary matrix of required permits shall be prepared.
- TASK TP(17)** **Utility Requirements.** Identify existing and future potable water and sanitary sewer system requirements, if any, within the PROJECT limits including possible service lateral connections and/or modifications.
- TASK TP(18)** **30% Plans, Specifications and Estimates.** (Package 2) Accomplish the design of, and prepare preliminary construction drawings in accordance with NDOT's submittal requirements for Consultant contracts (attached)
- TASK TP(19)** **30% Plans, Specifications and Estimates.** (Package 3) Accomplish the design of, and prepare preliminary construction drawings (including preliminary plan and profile drawings), preliminary bid schedule including a summary of bid items and quantities based upon a unit price system of bidding, and outline specifications to correspond with a 30% level of PROJECT completion. Also prepare a preliminary construction schedule with primary construction tasks, and suggested traffic control plan.
- TASK TP(20)** **Preliminary Design Report (PDR) Draft.** Prepare and submit ten (10) copies of the PDR draft to the LEAD DESIGN CONSULTANT. The PDR will include:
- Executive summary
 - List of design criteria and constraints
 - Probable utility conflicts and utilities that exist on prior rights-of-way
 - 30% roadway plan and profile drawings
 - Hydrologic/Hydraulic analysis (BY OTHERS)
 - Roadway geometrics layout
 - Site review inventory
 - Geotechnical Investigation Report
 - Right-of-way and easement requirements, right-of-way plans and parcel maps (BY OTHERS)
 - Permit matrix summary
 - Traffic Study Report

- Water and sewer service needs
- Opinion of probable construction and total project costs
- Suggested Construction schedule
- Final design phase drawing list and table of contents for specifications
- Preliminary bid schedule and quantities
- Opinions and recommendations for construction phasing, scheduling, contractor staging and impacts to public access
- Summary of meeting minutes and correspondence with other agencies
- Drawings, figures and tables to support analyses and recommendations

TASK TP(21) **Bridge Type Selection Report (BTSR) Draft.** Prepare and submit ten (10) copies of the PDR draft to the LEAD DESIGN CONSULTANT. The BTSDR will include a review of bridge types, budgetary cost estimates, evaluation matrix and recommended bridge type front sheet.

TASK TP(22) **PDR Review.** Meet with the LEAD DESIGN CONSULTANT to obtain and review the LEAD DESIGN CONSULTANT comments on the PDR draft.

TASK TP(23) **BTSR Review.** Meet with the NDOT to obtain and review the NDOT comments on the BTSR draft.

TASK TP(24) **Final Preliminary Design Report (PDR).** Incorporate applicable review comments into the preliminary design, 30% roadway plans, outline specifications, bid schedule and cost estimate; and provide written responses to comments that should not be incorporated therein. Submit ten (10) copies of the final PDR to the LEAD DESIGN CONSULTANT.

TASK TP(25) **Bridge Type Selection Report (BTSR)** Incorporate applicable review comments into the bridge type selection and provide written responses to comments that should not be incorporated therein. Submit ten (10) copies of the final BTSR to the LEAD DESIGN CONSULTANT.

TROPICAL PARKWAY FINAL DESIGN TASKS

TASK TP(26) **75% Plans, Specifications and Estimates. (Package 2)** Design and preparation of drawings, specifications, bid schedule and cost estimate for construction of the PROJECT to reflect a 75% level of completion. The 75% submittal package will be prepared pursuant to NDOT's prescribed format and include title sheet, location

sketch, typical sections, quantities and summaries, control points, removal plans, plans, profiles, detours, details, right of way plans, bridge plans, drainage plans, erosion control, traffic signing, striping, signals, traffic control, utility, lighting, structure lists and all other necessary drawings, details and technical supplemental specifications amending or supplementing the NDOT Standard Specifications to illustrate all appurtenances to this arterial grade separation.

TASK TP(27) Front End Contract Documents. Review NDOT front end contract documents, general conditions, bid form and Invitation to Bid.

TASK TP(28) Quality Control Review. Perform a quality control/quality assurance review of the 75% submittal package; and make corrections and/or revisions on all drawings, specifications, calculations, and other documents.

TASK TP(29) 75% PS&E (Package 2) Review. Meet with the LEAD DESIGN CONSULTANT to obtain and review the LEAD DESIGN CONSULTANT comments on the 75% submittal package.

TASK TP(30) 75% Plans, Specifications and Estimates. (Package 3) Design and preparation of drawings, specifications, bid schedule and cost estimate for construction of the PROJECT to reflect a 75% level of completion. Drawings shall be prepared in accordance with the CITY's prescribed format and include a cover sheet, general notes, legend, abbreviations, survey control, street improvement layout, preliminary details of curb and gutter, sidewalk, transitions streetlights. Also included are plans for stormwater drainage facilities, traffic signals, signing, striping and traffic control. Preliminary supplemental specifications that amend or supplement the CITY's Standard Specifications will also be prepared as well as supplementary General Conditions to cover project-specific requirements. Prepare and furnish ten (10) sets of full size (24" x 36"), 75% progress drawings and supplemental specifications to the LEAD DESIGN CONSULTANT for review and comment. Also submit preliminary construction cost opinion, permit status, right-of-way acquisition status, and preliminary utility relocation/clearance status table to the LEAD DESIGN CONSULTANT for information and LEAD DESIGN CONSULTANT action purposes. The 75% deliverables shall be prepared to the CITY standards and should include:

- Alignment and profile base sheets
- Property ownership

- Available detail drawings
 - Draft Supplemental Specifications
 - Survey monument summary table
 - Update PROJECT cost estimate
 - Update PROJECT schedule
- TASK TP(31) Front End Contract Documents.** Review NDOT front end contract documents, general conditions, bid form and Invitation to Bid.
- TASK TP(32) Quality Control/Quality Assurance Review.** Perform a quality control/quality assurance review of the 75% submittal package; and make corrections and/or revisions on all drawings, specifications, calculations, and other documents.
- TASK TP(33) 75% PS&E (Package 3) Review.** Meet with the LEAD DESIGN CONSULTANT to obtain and review the LEAD DESIGN CONSULTANT comments on the 75% submittal package.
- TASK TP(34) Permit Coordination.** Prepare final applications for appropriate permits, prepare required exhibits, coordinate signature of permit applications with LEAD DESIGN CONSULTANT, and submit permit applications on CITY's behalf.
- TASK TP(35) 90% Plans, Specifications and Estimates.(Package 2)** Incorporate applicable NDOT 75% review comments into the 90% design, plans, specifications, bid schedule and construction cost opinion; and provide written responses to comments which should not be incorporated therein. Accomplish the design of, and preparation of drawings, provide, supplemental specifications, bid schedule and cost estimate in unit price format such as will reflect a 90% level of PROJECT completion.
- The 90% submittal package will be prepared pursuant to NDOT's prescribed format and include title sheet, location sketch, typical sections, quantities and summaries, control points, removal plans, plans, profiles, detours, details, right of way plans, bridge plans, drainage plans, erosion control, traffic signing, striping, signals, traffic control, utility, lighting, structure lists and all other necessary drawings, details and technical supplemental specifications amending or supplementing the NDOT Standard Specifications to illustrate all appurtenances to this arterial grade separation.
- TASK TP(36) Quality Control Review.** Perform a quality control/quality assurance review of the 90% submittal package; and make

corrections and/or revisions on all drawings, specifications, calculations, and other documents.

TASK TP(37) 90% PS&E (Package 2) Review. Meet with the LEAD DESIGN CONSULTANT to obtain and review the LEAD DESIGN CONSULTANT comments on the 90% submittal package.

TASK TP(38) 90% Plans, Specifications and Estimates.(Package 3) Incorporate applicable 75% review comments into the 90% design, plans, specifications, bid schedule and construction cost opinion; and provide written responses to comments which should not be incorporated therein. Accomplish the design of, and preparation of drawings, review the CITY's standard front-end contract documents, provide technical specifications, supplemental specifications, bid schedule and cost estimate in unit price format such as will reflect a 90% level of PROJECT completion.

The 90% submittal package will be prepared pursuant to the prescribed format and include cover sheet, general notes, legend, abbreviations, survey control, street improvement layout, cross sections and details which include curb and gutter, sidewalk, transitions at intersecting streets, pavement sections, utility modifications, street lighting; also stormwater drainage facilities, traffic signal, water and/or sewer lateral connections or modifications, signing and striping plans, construction staging and traffic control and all other necessary drawings, details and technical supplemental specifications amending or supplementing the Uniform Standard Specifications as necessary to illustrate all appurtenances to this arterial at grade street.

TASK TP(39) Quality Control Review. Perform a quality control/quality assurance review of the 90% submittal package; and make corrections and/or revisions on all drawings, specifications, calculations, and other documents.

TASK TP(40) 90% PS&E (Package 3) Review. Meet with the LEAD DESIGN CONSULTANT to obtain and review the LEAD DESIGN CONSULTANT comments on the 90% submittal package.

TASK TP(41) Utility Approvals. Submit 100% plans and specifications to utility agencies, request and obtain approvals on the appropriate sheets.

TASK TP(42) 100% Plans, Specifications and Estimates. (Package 2) Incorporate applicable comments pursuant to NDOT's 90% review into the design, 100% plans, special provisions, bid schedule and construction cost estimate; and provide written responses to

comments which should not be incorporated therein. Finalize all designs, plans specifications and cost estimate. Prepare and furnish twenty (20) sets of reduced size (11"x17") 100% progress drawings, supplemental specifications and quantities to NDOT for review and comment. Report on the status of permits and utility issues.

The drawings are anticipated to consist of the following:

NO. of	DESCRIPTION
1	Title Sheet
1	Location Sketch
1	Typical Section
4	Quantities and Summaries
2	Survey Control (by others)
2	Removals
4	Construction Plans
1	Detour Plan
1	Detour Profile
1	Detour Detail
4	Profiles
2	Special Details
1	Misc. Paving Areas
2	Right of Way (by others)
30	Bridge Plans
4	Drainage Plans
4	Drainage Profiles
2	Drainage Details
2	Erosion Control
2	Sign Locations
1	Sign Summary
1	Sign Format
4	Permanent Striping
32	Traffic Control
5	Lighting Plans
4	Structure List
4	Total by others
114	Total by PTG
128	Total

TASK TP(43)

Quality Control Review. Perform a quality control/quality assurance review of the 90% submittal package; and make corrections and/or revisions on all drawings, specifications, calculations, and other documents.

TASK TP(44)**100% Plans, Specifications and Estimates. (Package 3)**

Incorporate applicable comments pursuant to the LEAD DESIGN CONSULTANT's 90% review into the design, 100% plans, front end contract documents, special provisions, bid schedule and construction cost estimate; and provide written responses to comments which should not be incorporated therein. Finalize all designs, plans specifications and cost estimate. Prepare and furnish ten (10) sets of full size (24"x36") 100% progress drawings, front-end contract documents, supplemental specifications to the LEAD DESIGN CONSULTANT for review and comment. Submit 100% construction cost estimate and bid schedule. Report on the status of permits and utility issues.

The drawings are anticipated to consist of the following:

NO. of	DESCRIPTION
1	Title Sheet
1	Notes/Vicinity Map
1	Legend/Index
1	Survey Control (by others)
1	Horizontal Control (by others)
1	Demolition Plan
3	Plan and Profile
3	Utilities
3	Storm Drain
1	Drop Inlets
2	Traffic Signal Underground
3	Signing and Striping
3	Lighting
2	Misc. Details
3	Landscaping (by others)
1	Landscaping Details (by others)
6	Total by Others
24	Total by PTG
30	Total

All drawings and specifications will be sealed by a professional engineer(s) registered in Nevada.

- TASK TP(45)** **Quality Control Review.** Perform a quality control/quality assurance review of the 90% submittal package; and make corrections and/or revisions on all drawings, specifications, calculations, and other documents.
- TASK TP(46)** **Final Revisions and Approvals. (Package 2)** Incorporate applicable comments pursuant to NDOT's 100% review into the final plans, special provisions, bid schedule and cost estimates. Request and obtain approvals from the relevant governmental agencies and NDOT encroachment permit.
- TASK TP(47)** **Final Revisions and Approvals. (Package 3)** Incorporate applicable comments pursuant to the LEAD DESIGN CONSULTANT's 100% review into the final plans, front-end contract documents, special provisions, bid schedule and cost estimates. Request and obtain approvals from the relevant governmental agencies
- TASK TP(48)** **Final Submittal. (Package 2)** Furnish to NDOT two color copies of sealed final PROJECT drawings and 1 CDROM disk in AutoCAD format. Provide set supplemental specifications and geotechnical report all in a form specified by NDOT and suitable for reproduction. Also provide sealed calculations, design worksheets, and other information for the CITY's and NDOT's project file.
- TASK TP(49)** **Final Submittal. (Package 3)** Furnish to the LEAD DESIGN CONSULTANT copies of all PROJECT drawing diskettes in AutoCAD format. Provide on set of final sealed, full-size original mylar drawings, contract documents, supplemental specifications and geotechnical report all in a form specified by the LEAD DESIGN CONSULTANT and suitable for reproduction. Also provide sealed calculations, design worksheets, and other information for the CITY's project file.

TROPICAL PARKWAY BID/AWARD PHASE SUPPORT SERVICES TASKS

- TASK TP(50)** **Pre-Bid Services.** Attend a pre-bid meeting, provide technical information as requested by the LEAD DESIGN CONSULTANT, answer technical questions from potential bidders, and assist the LEAD DESIGN CONSULTANT in preparing bid addenda to be signed and issued by the CITY/NDOT.
- TASK TP(51)** **PS&E Revisions.** Review and incorporate revisions to the final plans and specifications, compile and produce an Issued for Construction plan package.

TASK TP(52) **Review of Bid Proposals.** Assist the LEAD DESIGN CONSULTANT with review of bid proposals and if requested provide recommendation concerning award of construction contract.

TASK TP(53) **Preconstruction Conference.** Attend and participate in the project preconstruction meetings.

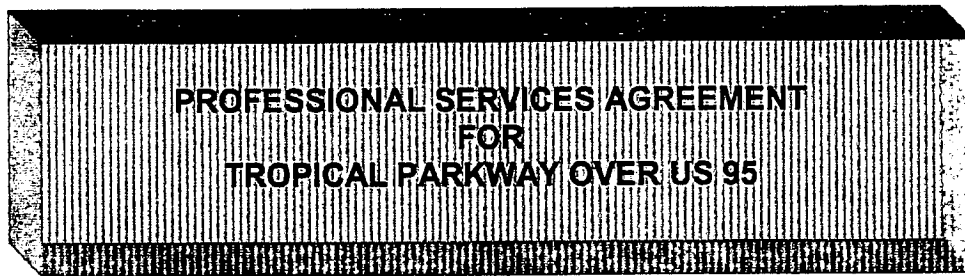


EXHIBIT "B"
SCOPE OF SERVICES

I. Additional Services

Upon written authorization by the LEAD DESIGN CONSULTANT, the CONSULTANT shall provide additional services as needed for the PROJECT.

Additional services of the CONSULTANT include the following:

- TASK TPAS(1) Utility Potholing.** Perform through subconsultant services, potholing to determine the location and depth of utilities. Excavate and expose utilities at the location of potential conflicts between major existing utilities and proposed underground facilities utilizing vacuum excavation techniques, if utility is located in paved areas. If utility depths exceed ten (10) feet, or if it is located outside of the paved area a backhoe may be used. This work shall include obtaining permits, traffic control, backfilling, compacting and pavement patching. The CONSULTANT shall provide surveying services for field location of excavated potholes, and copy of survey data to LEAD DESIGN CONSULTANT.
- TASK TPAS(2) Additional Public Workshops or Meetings.** Attend additional meetings, above the number listed in Exhibit "A".
- TASK TPAS(3) Additional Soil Borings/Testing.** Additional soil borings, above the number listed in Exhibit "A" which may be required to determine the subsurface conditions deeper than fifteen (15) feet, or may be required to assist in the design of any "tunneled" sections of the PROJECT. This work will also include sampling, testing, analysis and recommendations specified at the time of authorization.
- TASK TPAS(4) Additional Design Services.** Provide additional engineering services that are directly related to the PROJECT but which were not anticipated or reasonable associated with work described in Exhibit "A".

TASK TPAS(5) Construction Support Services. Provide construction support services to include the following:

1. Review bids and bidding documents and make a recommendation concerning an award to the lowest responsive, responsible bidder.
2. Review submittals and shop drawings.
3. Review and respond to request for information, request for clarification request for change orders, and requests for substitution.
4. Attend final walk through.
5. Prepare post-construction "record drawings"

TASK TPAS(6) Quality Control Reviews/Elkhorn Projects. Provide quality control reviews of progress and final submittals for the Elkhorn Overpass project and the Town Center Circulation Roadway project which will be prepared by others.

**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS**

TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

EXHIBIT C

PROJECT SUMMARY

Date: Time:	12-Apr-99 05:06 PM	Labor Classification										
		Title:	Project Princp.	Project Mgr.	Eng IV	Eng III	Eng II	Eng I	Tech III	Tech II	Clerical	Total Hours
		Code:	i	i	ii	iii	iv	v	vi	vii	ix	
		Projected Hours										
Phase												
TP	PROJECT COORDINATION TASKS	30	216	124	172	96	0	56	0	108	802	
TP	PRELIM. ENGINEERING TASKS	10	120	186	164	472	236	344	416	314	2,262	
TP	FINAL DESIGN TASKS	17	212	472	640	772	692	72	1,068	438	4,383	
	DESIGN Totals:	57	548	782	976	1,340	928	472	1,484	860	7,447	
TP	PRE-CONSTRUCTION SERVICES	0	16	20	20	24	0	0	20	20	120	
TPAS	ADDITIONAL SERVICES	20	64	92	140	264	132	48	180	93	1,033	
	PROJECT SUMMARY Totals:	77	628	894	1,136	1,628	1,060	520	1,684	973	8,600	

PARSONS TRANSPORTATION GROUP, INC.

840 GRIER DRIVE, SUITE 340

LAS VEGAS, NEVADA 89119

(702) 435-2116 - 435-8412 F

EXHIBIT C
TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

Date: Time:	12-Apr-99 05:06 PM	Title: Code:	Labor Classification									Total Hours
			Project Princp.	Project Mgr.	Eng IV	Eng III	Eng II	Eng I	Tech III	Tech II	Clerical	
			i	i	ii	iii	iv	v	vi	vii	ix	
			Projected Hours									
Phase	Activity											
TP	PROJECT COORDINATION TASKS											
	TP(1) Project Management	6	36	0	0	0	0	0	0	12	54	
	TP(2) Progress Meetings	6	56	40	40	0	0	0	0	12	154	
	TP(3) Project Records Review	0	4	20	20	0	0	0	0	8	52	
	TP(4) Pre-Design Site Review	0	8	8	4	8	0	0	0	4	32	
	TP(5) Utility Coordination	0	4	0	12	40	0	0	0	12	68	
	TP(6) Interdivisional Coordination	6	48	24	24	0	0	0	0	12	114	
	TP(7) Public Info Workshops	6	16	16	8	0	0	32	0	12	90	
	TP(8) Aerial Mapping/Supplemental Field Topography	0	8	0	16	16	0	0	0	8	48	
	TP(9) Geotechnical Investigation & Report	0	8	0	16	16	0	0	0	8	48	
	TP(10) Hydrology/Hydraulic Studies	0	8	0	16	16	0	0	0	8	48	
	TP(11) Presentations	6	20	16	16	0	0	24	0	12	94	
	PROJECT COORDINATION TASKS	30	216	124	172	96	0	56	0	108	802	
TP	PRELIM. ENGINEERING TASKS											
	TP(12) Traffic Study (Package 1)	0	8	80	0	80	40	0	40	24	272	
	TP(13) Geometrics	0	12	20	0	48	0	56	0	24	160	
	TP(14) Right of Way Engineering	0	10	0	0	32	0	0	32	20	94	
	TP(15) Parcel Maps	0	6	0	0	24	0	0	24	20	74	
	TP(16) Envir. & Reg. Permits	0	8	8	0	12	0	0	0	20	48	
	TP(17) Utility Requirements	0	8	0	12	24	0	0	0	12	56	
	TP(18) 30% P.S. & Est (Package 2).	4	24	40	60	120	120	160	320	80	928	
	TP(19) 30% P.S. & Est (Package 3).	2	4	4	8	16	16	24	0	16	90	
	TP(20) Predesign Report (PDR) Draft	0	12	12	4	16	0	24	0	16	84	
	TP(21) Draft Bridge Type Selection Rep (BTSR)	0	8	0	40	80	16	80	0	40	264	
	TP(22) PDR Review	0	6	8	8	0	16	0	0	8	46	
	TP(23) BTSR Review	0	4	8	16	0	16	0	0	8	52	
	TP(24) Final Predesign Report	2	6	6	8	12	12	0	0	14	60	
	TP(25) Final Bridge Type Selection Report	2	4	0	8	8	0	0	0	12	34	

89,398
772,071

EXHIBIT C
TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

Phase	Activity	Date: Time:	12-Apr-99 05:06 PM	Labor Classification											
				Title:	Project Princp.	Project Mgr.	Eng IV	Eng III	Eng II	Eng I	Tech III	Tech II	Clerical	Total Hours	
					Code:	i	i	ii	iii	iv	v	vi	vii		ix
					Projected Hours										
	PRELIM. ENGINEERING TASKS			10	120	186	164	472	236	344	416	314	2,262		

186,222

EXHIBIT C

TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

Date: Time:	12-Apr-99 05:06 PM	Title:	Labor Classification									Total Hours
			Project Princp.	Project Mgr.	Eng IV	Eng III	Eng II	Eng I	Tech III	Tech II	Clerical	
			i	i	ii	iii	iv	v	vi	vii	ix	
			Projected Hours									
Phase	Activity											
TP	FINAL DESIGN TASKS											
	TP(26) 75% PS&E (Package 2)	4	40	80	160	340	320	0	520	80	1,544	
	TP(27) Front End Contract Documents	0	8	8	8	0	0	0	0	8	32	
	TP(28) Quality Control Review	0	24	40	40	0	0	0	0	16	120	
	TP(29) 75% PS&E (Package 2) Review	0	8	16	16	24	0	0	24	16	104	
	TP(30) 75 % PS&E (Package 3)	2	4	12	0	24	24	0	24	8	98	
	TP(31) Front End Contract Documents	0	4	8	0	0	0	0	0	4	16	
	TP(32) Quality Control Review	0	4	24	24	0	0	0	0	16	68	
	TP(33) 75% PS&E (Package 3) Review	0	4	4	4	8	0	0	16	4	40	
	TP(34) Permit Coordination	0	0	12	16	24	0	0	0	8	60	
	TP(35) 90% PS&E (Package 2)	4	24	40	120	240	220	0	320	100	1,068	
	TP(36) Quality Control Review	0	24	60	60	0	0	0	0	24	168	
	TP(37) 90% PS&E (Package 2) Review	0	8	12	12	0	0	0	0	4	36	
	TP(38) 90% PS&E (Package 3)	2	4	8	0	16	24	0	24	8	86	
	TP(39) Quality Control Review	0	4	24	24	0	0	0	0	16	68	
	TP(40) 90% PS&E (Package 3) Review	0	8	8	8	0	0	0	0	4	28	
	TP(41) Utility Approvals	0	0	16	36	36	0	0	36	18	142	
	TP(42) 100% PS&E (Package 2)	4	16	24	24	40	40	0	80	24	252	
	TP(43) Quality Control Review	0	8	40	40	0	0	0	0	16	104	
	TP(44) 100% PS&E (Package 3)	1	4	8	0	8	16	0	24	8	69	
	TP(45) Quality Control Review	0	4	8	16	0	0	0	0	8	36	
	TP(46) Final Revisions and Approvals (Package 2)	0	8	8	16	0	16	36	0	16	100	
	TP(47) Final Revisions and Approvals (Package 3)	0	2	4	0	8	8	0	0	8	30	
	TP(48) Final Submittal (Package 2)	0	0	8	16	0	16	36	0	16	92	
	TP(49) Final Submittal (Package 3)	0	2	0	0	4	8	0	0	8	22	
	FINAL DESIGN TASKS	17	212	472	640	772	692	72	1,068	438	4,383	
TP	PRE-CONSTRUCTION SERVICES											
	TP(50) Pre-Bid Meetings	0	4	4	4	4	0	0	0	8	24	
	TP(51) PS&E Revisions	0	4	8	8	20	0	0	20	4	64	

772,071

391,241

772,071

EXHIBIT C
TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

Date: Time:	12-Apr-99 05:06 PM	Labor Classification									
		Title:	Project	Project	Eng	Eng	Eng	Eng	Tech	Tech	Clerical
			Princp.	Mgr.	IV	III	II	I	III	II	
			Code:	i	i	ii	iii	iv	v	vi	
Phase	Activity	Projected Hours									Total Hours
TP(52)	Review of Bid Proposals	0	4	4	4	0	0	0	0	4	16
TP(53)	Pre-Constructions Meetings	0	4	4	4	0	0	0	0	4	16
	PRE-CONSTRUCTION SERVICES	0	16	20	20	24	0	0	20	20	120
TPAS	ADDITIONAL SERVICES										
TPAS(1)	Utility Potholing	0	2	2	2	0	8	8	0	4	26
TPAS(2)	Additional Workshops or Meetings	0	4	4	4	0	0	0	0	1	13
TPAS(3)	Additional Soil Boring/Testing	0	0	0	0	0	0	0	0	0	0
TPAS(4)	Additional Design Services	8	28	20	48	80	100	40	180	40	544
TPAS(5)	Construction Support Services	8	6	6	6	24	24	0	0	24	98
TPAS(6)	Technical Reviews/Elkhorn Projects	4	24	60	80	160	0	0	0	24	352
	ADDITIONAL SERVICES	20	64	92	140	264	132	48	180	93	1,033
	TOTALS	77	628	894	1,136	1,628	1,060	520	1,684	973	8,600

11,576
772,071

93,634
772,071

11,576
772,071

93,634

772,071

**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS**

TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

EXHIBIT D

PROJECT SUMMARY

Date: Time:	21-Apr-99 04:12 PM	Labor Classification & Rate										Total			
		Title:	Project Princp.	Project Mgr.	Eng IV	Eng III	Eng II	Eng I	Tech III	Tech II	Clerical				
		Code:	i	i	ii	iii	iv	v	vi	vii	ix				
		Load Rate	153.00	136.00	129.00	110.00	90.00	70.00	75.00	65.00	50.00				
		Phase											Labor	SUB*	ODC's
TP	PROJECT COORDINATION TASKS	4,590	29,376	15,996	18,920	8,640	0	4,200	0	5,400	87,122	56,973	876	144,971	
TP	PRELIM. ENGINEERING TASKS	1,530	15,776	22,962	16,280	42,480	15,400	25,800	27,040	15,300	182,568	0	3,654	186,222	
TP	FINAL DESIGN TASKS	2,601	28,832	60,888	70,400	69,480	48,440	5,400	69,420	21,900	377,361	0	13,880	391,241	
	DESIGN Totals:	8,721	73,984	99,846	105,600	120,600	63,840	35,400	96,460	42,600	647,051	56,973	18,410	722,434	
TP	PRE-CONSTRUCTION SERVICES	0	2,176	2,580	2,200	2,160	0	0	1,300	1,000	11,416	0	160	11,576	
TPAS	ADDITIONAL SERVICES	3,060	8,704	11,868	15,400	23,760	9,240	3,600	11,700	4,650	91,982	13,125	1,652	106,759	
	PROJECT SUMMARY Totals:	11,781	84,864	114,294	123,200	146,520	73,080	39,000	109,460	48,250	750,449	70,098	20,222	840,769	

* SUB: subconsultant cost includes a 5% markup

Effective Multiplier = 3.0 [(1.00 + .45 fringe + 1.23 OH) x 1.12 (fee)]

Overhead includes computer costs, phone, mileage, in house supplies, travel.

Overhead excludes vendor reproduction, blueprinting, shipping/messenger services

PARSONS TRANSPORTATION GROUP, INC.
840 GRIER DRIVE, SUITE 340
LAS VEGAS, NEVADA 89119
(702) 435-2116 - 435-8412 F

TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

EXHIBIT D

PROJECT COORDINATION TASKS

Date: Time:	12-Apr-99 05:06 PM	Title:	Labor Classification & Rate									Totals			
			Project	Project	Eng	Eng	Eng	Eng	Tech	Tech	Clerical	Labor	SUB	ODC's	Labor
			Princp.	Mgr.	IV	III	II	I	III	II					
			Code:	-i	i	-ii	iii	iv	v	vi					
Phase	Activity	Rate:	153.00	136.00	129.00	110.00	90.00	70.00	75.00	65.00	50.00	by Activity	by Activity	by Activity	by Activity
TP	PROJECT COORDINATION TASKS														
TP(1)	Project Management		918	4,896	0	0	0	0	0	0	600	6,414	0	104	6,518
TP(2)	Progress Meetings		918	7,616	5,160	4,400	0	0	0	0	600	18,694	0	100	18,794
TP(3)	Project Records Review		0	544	2,580	2,200	0	0	0	0	400	5,724	0	160	5,884
TP(4)	Pre-Design Site Review		0	1,088	1,032	440	720	0	0	0	200	3,480	0	100	3,580
TP(5)	Utility Coordination		0	544	0	1,320	3,600	0	0	0	600	6,064	0	104	6,168
TP(6)	Interdivisional Coordination		918	6,528	3,096	2,640	0	0	0	0	600	13,782	0	100	13,882
TP(7)	Public Info Workshops		918	2,176	2,064	880	0	0	2,400	0	600	9,038	0	104	9,142
TP(8)	Aerial Mapping/Supplemental Field Topogr		0	1,088	0	1,760	1,440	0	0	0	400	4,688	0	0	4,688
TP(9)	Geotechnical Investigation & Report		0	1,088	0	1,760	1,440	0	0	0	400	4,688	52,860	0	4,688
TP(10)	Hydrology/Hydraulic Studies		0	1,088	0	1,760	1,440	0	0	0	400	4,688	0	0	4,688
TP(11)	Presentations		918	2,720	2,064	1,760	0	0	1,800	0	600	9,862	0	1,504	11,366
	PROJECT COORDINATION TASKS		4,590	29,376	15,996	18,920	8,640	0	4,200	0	5,400	87,122	52,860	2,276	89,398
TP	PRELIM. ENGINEERING TASKS														
TP(12)	Traffic Study (Package 1)		0	1,088	10,320	0	7,200	2,800	0	2,600	1,200	25,208	0	488	25,696
TP(13)	Geometrics		0	1,632	2,580	0	4,320	0	4,200	0	1,200	13,932	0	220	14,152
TP(14)	Right of Way Engineering		0	1,360	0	0	2,880	0	0	2,080	1,000	7,320	0	50	7,370
TP(15)	Parcel Maps		0	816	0	0	2,160	0	0	1,560	1,000	5,536	0	50	5,586
TP(16)	Envir. & Reg. Permits		0	1,088	1,032	0	1,080	0	0	0	1,000	4,200	0	52	4,252
TP(17)	Utility Requirements		0	1,088	0	1,320	2,160	0	0	0	600	5,168	0	16	5,184
TP(18)	30% P.S. & Est (Package 2).		612	3,264	5,160	6,600	10,800	8,400	12,000	20,800	4,000	71,636	0	202	71,838
TP(19)	30% P.S. & Est (Package 3).		306	544	516	880	1,440	1,120	1,800	0	800	7,406	0	1,002	8,408
TP(20)	Predesign Report (PDR) Draft		0	1,632	1,548	440	1,440	0	1,800	0	800	7,660	0	502	8,162
TP(21)	Draft Bridge Type Selection Rep (BTSR)		0	1,088	0	4,400	7,200	1,120	6,000	0	2,000	21,808	0	252	22,060
TP(22)	PDR Review		0	816	1,032	880	0	1,120	0	0	400	4,248	0	16	4,264
TP(24)	Final Predesign Report		306	816	774	880	1,080	840	0	0	700	5,396	0	402	5,798
TP(25)	Final Bridge Type Selection Report		306	544	0	880	720	0	0	0	600	3,050	0	402	3,452
	PRELIM. ENGINEERING TASKS		1,530	15,776	22,962	16,280	42,480	15,400	25,800	27,040	15,300	182,568	0	3,654	186,222

TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

EXHIBIT D

PROJECT COORDINATION TASKS

Date: Time:	12-Apr-99 05:06 PM	Labor Classification & Rate										Totals			
		Title:	Project Princp.	Project Mgr.	Eng IV	Eng III	Eng II	Eng I	Tech III	Tech II	Clerical	Labor by Activity	SUB by Activity	ODC's by Activity	Labor & ODC's by Activity
		Code:	i	i	ii	iii	iv	v	vi	vii	ix				
		Rate:	153.00	136.00	129.00	110.00	90.00	70.00	75.00	65.00	50.00				
Phase	Activity														
TP	FINAL DESIGN TASKS														
TP(26)	75% PS&E (Package 2)		612	5,440	10,320	17,600	30,600	22,400	0	33,800	4,000	124,772	0	1,002	125,774
TP(27)	Front End Contract Documents		0	1,088	1,032	880	0	0	0	0	400	3,400	0	80	3,480
TP(28)	Quality Control Review		0	3,264	5,160	4,400	0	0	0	0	800	13,624	0	1,002	14,626
TP(29)	75% PS&E (Package 2) Review		0	1,088	2,064	1,760	2,160	0	0	1,560	800	9,432	0	0	9,432
TP(30)	75 % PS&E (Package 3)		306	544	1,548	0	2,160	1,680	0	1,560	400	8,198	0	1,802	10,000
TP(31)	Front End Contract Documents		0	544	1,032	0	0	0	0	0	200	1,776	0	80	1,856
TP(32)	Quality Control Review		0	544	3,096	2,640	0	0	0	0	800	7,080	0	82	7,162
TP(33)	75% PS&E (Package 3) Review		0	544	516	440	720	0	0	1,040	200	3,460	0	0	3,460
TP(34)	Permit Coordination		0	0	1,548	1,760	2,160	0	0	0	400	5,868	0	82	5,950
TP(35)	90% PS&E (Package 2)		612	3,264	5,160	13,200	21,600	15,400	0	20,800	5,000	85,036	0	1,002	86,038
TP(36)	Quality Control Review		0	3,264	7,740	6,600	0	0	0	0	1,200	18,804	0	82	18,886
TP(37)	90% PS&E (Package 2) Review		0	1,088	1,548	1,320	0	0	0	0	200	4,156	0	0	4,156
TP(38)	90% PS&E (Package 3)		306	544	1,032	0	1,440	1,680	0	1,560	400	6,962	0	2,202	9,164
TP(39)	Quality Control Review		0	544	3,096	2,640	0	0	0	0	800	7,080	0	82	7,162
TP(40)	90% PS&E (Package 3) Review		0	1,088	1,032	880	0	0	0	0	200	3,200	0	0	3,200
TP(41)	Utility Approvals		0	0	2,064	3,960	3,240	0	0	2,340	900	12,504	0	82	12,586
TP(42)	100% PS&E (Package 2)		612	2,176	3,096	2,640	3,600	2,800	0	5,200	1,200	21,324	0	1,002	22,326
TP(43)	Quality Control Review		0	1,088	5,160	4,400	0	0	0	0	800	11,448	0	82	11,530
TP(44)	100% PS&E (Package 3)		153	544	1,032	0	720	1,120	0	1,560	400	5,529	0	2,202	7,731
TP(45)	Quality Control Review		0	544	1,032	1,760	0	0	0	0	400	3,736	0	82	3,818
TP(46)	Final Revisions and Approvals (Package 2)		0	1,088	1,032	1,760	0	1,120	2,700	0	800	8,500	0	2	8,502
TP(47)	Final Revisions and Approvals (Package 3)		0	272	516	0	720	560	0	0	400	2,468	0	2	2,470
TP(48)	Final Submittal (Package 2)		0	0	1,032	1,760	0	1,120	2,700	0	800	7,412	0	1,004	8,416
TP(49)	Final Submittal (Package 3)		0	272	0	0	360	560	0	0	400	1,592	0	1,924	3,516
	FINAL DESIGN TASKS		2,601	28,832	60,888	70,400	69,480	48,440	5,400	69,420	21,900	377,361	0	13,880	391,241
TP	PRE-CONSTRUCTION SERVICES														
TP(50)	Pre-Bid Meetings		0	544	516	440	360	0	0	0	400	2,260	0	40	2,300
TP(51)	PS&E Revisions		0	544	1,032	880	1,800	0	0	1,300	200	5,756	0	40	5,796

TROPICAL PARKWAY OVERPASS/TOWN CENTER LOOP ROAD PROJECT

EXHIBIT D

PROJECT COORDINATION TASKS

Date: Time:	12-Apr-99 05:06 PM	Labor Classification & Rate										Totals			
		Title:	Project Princp.	Project Mgr.	Eng IV	Eng III	Eng II	Eng I	Tech III	Tech II	Clerical	Labor			
		Code:	i	i	ii	iii	iv	v	vi	vii	ix	Labor by Activity	SUB by Activity	ODC's by Activity	& ODC's by Activity
		Rate:	153.00	136.00	129.00	110.00	90.00	70.00	75.00	65.00	50.00				
Phase	Activity														
TP(52)	Review of Bid Proposals		0	544	516	440	0	0	0	0	200	1,700	0	40	1,740
TP(53)	Pre-Constructions Meetings		0	544	516	440	0	0	0	0	200	1,700	0	40	1,740
	PRE-CONSTRUCTION SERVICES		0	2,176	2,580	2,200	2,160	0	0	1,300	1,000	11,416	0	160	11,576
TPAS	ADDITIONAL SERVICES														
TPAS(1)	Utility Potholing		0	272	258	220	0	560	600	0	200	2,110	5,000	80	2,190
TPAS(2)	Additional Workshops or Meetings		0	544	516	440	0	0	0	0	50	1,550	0	240	1,790
TPAS(3)	Additional Soil Boring/Testing		0	0	0	0	0	0	0	0	0	0	7,500	40	40
TPAS(4)	Additional Design Services		1,224	3,808	2,580	5,280	7,200	7,000	3,000	11,700	2,000	43,792	0	240	44,032
TPAS(5)	Construction Support Services		1,224	816	774	660	2,160	1,680	0	0	1,200	8,514	0	240	8,754
TPAS(6)	Technical Reviews/Elkhorn Projects		612	3,264	7,740	8,800	14,400	0	0	0	1,200	36,016	0	812	36,828
	ADDITIONAL SERVICES		3,060	8,704	11,868	15,400	23,760	9,240	3,600	11,700	4,650	91,982	12,500	1,652	93,634
	TOTALS		11,781	84,864	114,294	123,200	146,520	73,080	39,000	109,460	48,250	750,449	65,360	21,622	772,071

TROPICAL PARKWAY OVERPASS/TOWN CENT

LOOP ROAD PROJECT

Cost Worksheet (ODC's)

Date:

12-Apr-99

Time: 05:06 PM

	ODC - Description	Amount	Unit	Rate	Total						
I	Reproduction	15,116	Pages	0.10	1,511.60						
II	Communication/Postage	106	PKG	10.00	1,060.00						
III	Mileage	0	Miles	0.32	0.00						
IV	Bluelines	4,880	Sheets	0.40	1,952.00						
V	Mylars	120	Sheets	30.00	3,600.00						
VI	Displays (Mat'l Cost; Photos; Mounting; etc)	n/a	L.S.	n/a	1,400.00						
VII	Kleinfelder, Inc. (Geotech/Corrosion)	n/a	L.S.	n/a	60,360.00						
VIII	Safe Search, Inc. (Potholing)	n/a	L.S.	n/a	5,000.00						
IX	Poggemeyer Design Group (Drainage Design)	n/a	L.S.	n/a	0.00						

Phase	Activity	ODC Type (see above)									Task ODC Total
		I	II	III	IV	V	VI	VII	VIII	IX	
TP	PROJECT COORDINATION TASKS										
TP(1)	Project Management	100	4	0	0	0	0	0	0	0	50
TP(2)	Progress Meetings	100	0	0	0	0	0	0	0	0	10
TP(3)	Project Records Review	160	0	0	0	0	0	0	0	0	16
TP(4)	Pre-Design Site Review	100	0	0	0	0	0	0	0	0	10
TP(5)	Utility Coordination	100	4	0	0	0	0	0	0	0	50
TP(6)	Interdivisional Coordination	100	0	0	0	0	0	0	0	0	10
TP(7)	Public Info Workshops	100	4	0	0	0	0	0	0	0	50
TP(8)	Aerial Mapping/Supplemental Field Topography	0	0	0	0	0	0	0	0	0	0
TP(9)	Geotechnical Investigation & Report	0	0	0	0	0	0	52,860	0	0	52,860
TP(10)	Hydrology/Hydraulic Studies	0	0	0	0	0	0	0	0	0	0
TP(11)	Presentations	100	4	0	0	0	1,400	0	0	0	1,450
	PROJECT COORDINATION TASKS	860	16	0	0	0	1,400	52,860	0	0	54,506
TP	PRELIM. ENGINEERING TASKS										
TP(12)	Traffic Study (Package 1)	400	8	0	80	0	0	0	0	0	152
TP(13)	Geometrics	220	0	0	0	0	0	0	0	0	22
TP(14)	Right of Way Engineering	50	0	0	0	0	0	0	0	0	5
TP(15)	Parcel Maps	50	0	0	0	0	0	0	0	0	5
TP(16)	Envir. & Reg. Permits	50	2	0	0	0	0	0	0	0	25
TP(17)	Utility Requirements	16	0	0	0	0	0	0	0	0	2
TP(18)	30% P.S. & Est (Package 2).	200	2	0	0	0	0	0	0	0	40
TP(19)	30% P.S. & Est (Package 3).	200	2	0	800	0	0	0	0	0	360
TP(20)	Predesign Report (PDR) Draft	500	2	0	0	0	0	0	0	0	70
TP(21)	Draft Bridge Type Selection Rep (BTSR)	250	2	0	0	0	0	0	0	0	45
TP(22)	PDR Review	0	16	0	0	0	0	0	0	0	160
TP(24)	Final Predesign Report	400	2	0	0	0	0	0	0	0	60
TP(25)	Final Bridge Type Selection Report	400	2	0	0	0	0	0	0	0	60
	PRELIM. ENGINEERING TASKS	2,736	38	0	880	0	0	0	0	0	1,006

[illegible]

Phase	Activity	ODC Type (see above)									Task ODC Total
		I	II	III	IV	V	VI	VII	VIII	IX	
TPAS	ADDITIONAL SERVICES										
TPAS(1)	Utility Potholing	80	0	0	0	0	0	0	5,000	0	5,008
TPAS(2)	Additional Workshops or Meetings	240	0	0	0	0	0	0	0	0	24
TPAS(3)	Additional Soil Boring/Testing	40	0	0	0	0	0	7,500	0	0	7,504
TPAS(4)	Additional Design Services	240	0	0	0	0	0	0	0	0	24
TPAS(5)	Construction Support Services	240	0	0	0	0	0	0	0	0	24
TPAS(6)	Technical Reviews/Elkhorn Projects	800	12	0	0	0	0	0	0	0	200
	ADDITIONAL SERVICES	1,640	12	0	0	0	0	7,500	5,000	0	12,784
	TOTALS	15,116	106	0	4,880	120	1,400	60,360	5,000	0	74,880

**PROFESSIONAL SERVICES AGREEMENT
FOR
TROPICAL PARKWAY OVER US 95**

**EXHIBIT "E"
SCHEDULE**

The following milestone dates have been established for the PROJECT.

Notice to Proceed	June 15, 1999
Traffic Study	July 12, 1999
30% Submittal	September 13, 1999
75% Submittal	November 15, 1999
90% Submittal	January 10, 2000
100% Submittal	February 14, 2000
Final Submittal	March 13, 2000

EXHIBIT F **INVOICE FORMAT**

PARSONS TRANSPORTATION GROUP

840 Grier Drive, Suite 340

Las Vegas, Nevada 89119

4/12/99

City of Las Vegas
City Engineer Division
400 E. Stewart Avenue
Las Vegas, NV 89101

Invoice #00000
PTG Project Number
Period: 00/00/99-00/00/99
Tropical Parkway Overpass &
Town Center Loop Road

Mr. Marvin Stine, P.E.

Description of Services:

Labor Classification	Rate	Hours	Amount
Project Principal	\$ 153.00	0	\$0.00
Project Manager	\$ 136.00	0	\$0.00
Engineer IV	\$ 129.00	0	\$0.00
Engineer III	\$ 110.00	0	\$0.00
Engineer II	\$ 90.00	0	\$0.00
Engineer I	\$ 70.00	0	\$0.00
CADD Tech III	\$ 75.00	0	\$0.00
Tech II	\$ 65.00	0	\$0.00
Clerical	\$ 50.00	0	\$0.00
Total		0	\$0.00

Sub Consultant Expenses:	XYZ Consultant	\$0.00
Sub Consultant Markup (5%):		\$0.00
Sub Consultant Total		\$0.00

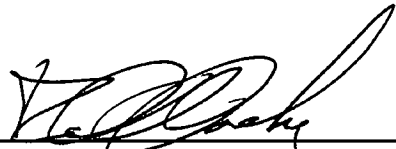
Reimbursable Expenses:	Billable Amount
	\$0.00

Total Services	\$0.00
Total Sub Consultant Costs	\$0.00
Total Reimburseables	\$0.00
Subtotal	\$0.00
Subtotal Retention (5%)	\$0.00
Invoice Total	\$0.00

Project Summary

	Contract	Pre-Billed	Current	Left in Contract
A/E Services	\$0.00	\$0.00	\$0.00	\$0.00
Sub Consultants	\$0.00	\$0.00	\$0.00	\$0.00
Reimbursables	\$0.00	\$0.00	\$0.00	\$0.00

Project Hours To Date	0
-----------------------	---

AGENDA DOCUMENTATION**CITY COUNCIL**MEETING OF
JUNE 28, 1999

TO: CITY COUNCIL

FROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HMH ENGINEERING AND SURVEYING, INC. FOR SURVEYING AND RIGHT-OF-WAY ENGINEERING SERVICES IN SUPPORT OF THE DESIGN OF THE TROPICAL PARKWAY OVERPASS, THE ELKHORN ROAD OVERPASS, AND PORTIONS OF THE TOWN CENTER LOOP ROAD

PURPOSE/BACKGROUND

A Professional Services Agreement (PSA) with HMH Engineering and Surveying, Inc. has been prepared for surveying and right-of-way engineering in support of the design of the Tropical Parkway Overpass, the Elkhorn Road Overpass, and portions of the Town Center Loop Road. The purpose of this item is to preapprove the PSA with HMH on the subject project contingent on NDOT approval of their portion of the funding for the design work.

FISCAL IMPACT

Funding will be provided by City Special Improvement District (\$122,087) and Nevada Department of Transportation (\$60,000). Contingent on NDOT approval of their portion, the total funded amount will be \$182,087.00.

RECOMMENDATION

The Director of Public Works recommends that the City Council approve the Professional Services Agreement with HMH Engineering and Surveying, Inc. in the amount of \$182,087 for surveying and right-of-way engineering in support of the design of the Tropical Parkway Overpass, the Elkhorn Road Overpass, and portions of the Town Center Loop Road, contingent on receipt of NDOT approval of their portion of the design funds.

AGENDA ITEM**78**

PROFESSIONAL SERVICES AGREEMENT**Elkhorn Road Overpass, Tropical Parkway Overpass, and Town Center Loop Road**

THIS AGREEMENT, made and entered into as of the 28th day of June, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation, (hereinafter referred to as "CITY"), and HMH Engineering and Surveying, Inc., (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY intends to construct the Elkhorn Road Overpass, the Tropical Parkway Overpass, and Town Center Loop Road (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain quality professional services of the CONSULTANT to perform surveying and right-of-way engineering for the construction of the PROJECT; and

WHEREAS, the CONSULTANT is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to perform such services within the required time; and

WHEREAS, the CONSULTANT's scope of service and compensation have been arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Section I

through XI hereof;

SECTION I RESPONSIBILITY OF CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and consultants and its and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional technical engineering standards.
- B. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT shall not produce a design which violates or infringes on any patent rights. The CONSULTANT shall without additional compensation, correct or revise any error or deficiencies in its design, drawings, specifications, reports and other services. The CONSULTANT shall pay all damages, costs and expenses caused by, resulting from, or arising out of CONSULTANT's negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the CITY of any products or services

furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its services.

CITY review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to CITY caused by CONSULTANT's negligent acts, errors or omissions in performance of this AGREEMENT.

- C. CONSULTANT shall assign Ralph Matecki, P.L.S., to manage the PROJECT. All of the services specified by this AGREEMENT shall be performed by the Project Manager, or by CONSULTANT's associates and employees identified in the CONSULTANT's proposal under the personal supervision of the Project Manager. All employees identified in the CONSULTANT's cost proposal shall be subject to approval by CITY's representative. Should the Project Manager, or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person whom the CITY's representative finds satisfactory. If CONSULTANT

fails to make a required replacement within thirty (30) calendar days, CITY may terminate this AGREEMENT for default.

- D. The CONSULTANT shall not produce a design or specification which would be in violation of NRS Chapter 338 entitled "Public Works Projects".
- E. CONSULTANT shall furnish CITY's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.
- F. The CONSULTANT agrees that its officers, partners and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will be available for consultation with CITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the CITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

SECTION II RESPONSIBILITY OF CITY

- A. The CITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such

reasonable times with advance notice as to not conflict with their other responsibilities.

- B. The services to be performed by CONSULTANT under this AGREEMENT shall be subject to periodic review by CITY's representative. The review comments of CITY's representative shall be reported in writing to CONSULTANT by CITY's representative. To prevent an unreasonable delay in CONSULTANT's work, the CITY's representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the CONSULTANT within fifteen (15) calendar days of receipt of such documents. It is understood that CITY's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- C. CITY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which CITY has available, including as examples only and not as a limitation:
1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 2. Copies of previously prepared reports, maps, plans, specifications,

surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

- D. CITY shall assist CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the CITY determines that such material is necessary for the completion of the services specified by this AGREEMENT.

SECTION III SCOPE OF SERVICES

Services to be performed by the CONSULTANT shall consist of the services described in Exhibit A of this AGREEMENT.

SECTION IV CHANGES TO SCOPE OF SERVICES

- A. The CITY may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Any claim of the CONSULTANT for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of notification of change unless the CITY grants in

writing a further period of time before the date of final payment under this AGREEMENT.

- B. No services due to a change in scope for which additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the CITY.

SECTION V ADDITIONAL SERVICES OF CONSULTANT

- A. Additional services will be provided only as specifically authorized in writing by the CITY's representative and consist of the work described in Exhibit B. Any other work determined by CITY as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
- B. The CONSULTANT shall notify CITY in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by CONSULTANT under this AGREEMENT.

SECTION VI SUBCONTRACTS

CONSULTANT agrees to include in all professional engineering subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when

paid for that portion of the work by the CITY, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONSULTANT for said subcontracted work, the subcontractor'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.

- B. A provision that the subcontractors have no more rights against the CITY than that of the CONSULTANT.
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this AGREEMENT unless the CITY has approved any deviation, changes or modifications in writing.
- D. A provision that the subcontractor will obtain and maintain professional Errors and Omissions Insurance coverage in connection with the subcontracted work in an amount equal to that required of the CONSULTANT as provided in Section XI.E entitled "Insurance" of this AGREEMENT.

SECTION VII TERM OF AGREEMENT

This AGREEMENT shall be in force and effect from and after the day on which the CITY gives notice to the CONSULTANT to begin work under this AGREEMENT. This

shall remain in effect until one (1) year has elapsed after the final payment for services under this AGREEMENT is made. This section shall not be construed to relieve either party of its obligations to perform under this AGREEMENT while the AGREEMENT is in effect.

Termination of this AGREEMENT shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this 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 this AGREEMENT or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION VIII COMPENSATION AND TERMS OF PAYMENT

A. General

Progress Payments: Once each month, the CITY shall pay the CONSULTANT for services performed under Section III entitled "Scope of Services" of this AGREEMENT.

B. Compensation and Method of Payment for Engineering and Surveying Services:

1. The CITY shall pay the CONSULTANT for services identified in Section III entitled "Scope of Services", an hourly fee set forth in Exhibit "D", for the services actually provided in the performance of this AGREEMENT, which fee shall not in any event exceed the limit of \$133,920.00. This limit has been established based upon

- the estimated number of manhours of performance for the job classifications set forth in Exhibit "C". The CONSULTANT shall prepare monthly and submit to CITY's representative in writing a complete statement of costs which includes actual work completed.
2. Payment shall be due within forty-five (45) calendar days after the date of receipt and approval by CITY's representative of monthly invoices describing the work performed during the preceding month.
 3. The CITY agrees to pay CONSULTANT for any services described in Section V entitled "Additional Services of Consultant", only if the services are requested in writing by the CITY's representative. Payment will be in accordance with paragraphs 1 and 2 of this section for additional services rendered in connection with Exhibit "B". An amount up to, but not exceeding \$48,167.00 may be authorized for service performed under Section V entitled "Additional Services of Consultant". The total amount of this entire AGREEMENT shall not exceed \$182,087.00.
 4. Billings shall be submitted during the last week of each month for work performed during that month in accordance with the labor rates as shown on Exhibit "D", with an original and one copy to

the CITY'S representative in the format attached as Exhibit "F".

5. Upon approval of such billings by CITY's representative, payment shall be made to CONSULTANT of ninety-five percent (95%) of the amount determined above, less all previous payments. The remaining five percent (5%) shall be retained as noted in paragraph 7 below.
6. CITY's representative shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in CONSULTANT's designs, drawings, specifications, reports and other services which have not previously been paid by CONSULTANT. The CITY's representative shall provide a written statement to the CONSULTANT of the damages, costs and expenses which have been subtracted from any payment to the CONSULTANT along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the CONSULTANT.
7. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by CITY, which acceptance will not be unreasonably withheld, CONSULTANT will, within forty-five

(45) calendar days of CITY's receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

SECTION IX TIME OF PERFORMANCE

CONSULTANT shall furnish CITY's representative a schedule for performance of services not later than ten (10) calendar days after CONSULTANT receives written notice to proceed from CITY's representative. The schedule shall set forth not more than one hundred sixty eight (168) calendar days for Tasks 1 through 4, as a period of time which may reasonably be required to complete the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the CONSULTANT will provide a fifteen (15) calendar day allowance for each CITY review period. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, he shall notify the CITY's representative in writing of the reasons for the delay. The CONSULTANT shall then prepare a revised schedule for performance of services and submit the revised schedule to the CITY's representative. The CONSULTANT shall perform and complete the work according to the schedule furnished to CITY's representative. If the CONSULTANT is delayed by conditions within his control, as determined by CITY after consultation with the CONSULTANT, CITY shall have the right to increase the percentage withheld from monthly payments under Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT up to ten percent (10%) until

such time as the CONSULTANT has complied with the schedule requirement or presented an acceptable plan for such compliance.

SECTION X
AUDIT: ACCESS TO RECORDS

- A. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the cost submission and a copy of the cost summary submitted to the CITY. The CITY, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection. Negotiated fixed rates will not change due to an audit.
- B. The CONSULTANT agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of \$10,000.
- C. Audits conducted pursuant to this provision shall be in accordance with

generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

- D. The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the CONSULTANT is 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 written comments, if any, of the CONSULTANT.
- E. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three (3) years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION XI MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by CONSULTANT under this AGREEMENT for

such period of time as CITY, in its sole discretion, may prescribe by providing written notice to CONSULTANT at least fifteen (15) calendar days prior to the date on which CITY wishes to suspend. Upon such suspension, CITY shall pay CONSULTANT its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance. In the event the CITY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty (30) calendar days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this AGREEMENT to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by CITY. In no event will the CITY be liable to the CONSULTANT for more than \$1,000.

B. TERMINATION:

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the CONSULTANT with fifteen (15) calendar days prior written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CONSULTANT receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XI.U entitled "Notice" of the AGREEMENT.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of

termination in accordance with Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. DEFAULT

1. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):

- a. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
- b. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to 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 CONSULTANT for the purpose of effecting any of the foregoing;

- c. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) calendar days; or
- d. If CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section IX entitled "Time of Performance" of the AGREEMENT.

Then, if any such Event of Default continues for five (5) calendar days after written notice to the CONSULTANT, CITY may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance due CONSULTANT the reasonable and necessary cost of finishing the work if the CITY cannot complete the performance of this AGREEMENT with the remaining funds originally set aside and budgeted for this PROJECT and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due

CONSULTANT, such excess shall be paid by CONSULTANT to the CITY within seven (7) calendar days of invoicing by the CITY or (b) terminate this AGREEMENT and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by the CITY's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the CONSULTANT shall pay all costs of such audit.

2. It is expressly agreed that the CITY reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that the CITY might have against CONSULTANT for failure to comply with any of the terms and conditions of this AGREEMENT.

D. OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, studies and documents specifically to include magnetic media prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this AGREEMENT are deemed to be the property of the CITY. In

the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all plans, drawings, specifications, studies and documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the CONSULTANT will be at the CITY's sole risk. The CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the CITY.

E. INSURANCE

CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Nevada State Industrial Insurance System (SIIS). Such insurance will protect CONSULTANT and CITY from employee claims based on job related sickness, disease, or accident.
2. Comprehensive General Liability (bodily injury and property damage) Insurance with respect to CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$1,000,000. The General Liability Insurance policy shall be endorsed to include the CITY as additional insured.
3. Professional Liability Insurance for the protection from claims arising out of performance of professional services caused by a negligent act, error or omission for which the insured is legally

liable in a policy limit of not less than \$1,000,000 for the period of time covered by this AGREEMENT.

4. The CONSULTANT's Comprehensive General Liability and Professional Liability Insurance policies shall include or be endorsed to cover CONSULTANT's contractual liability to CITY under this AGREEMENT and to provide that CITY will be given thirty (30) calendar days' notice in writing of any cancellation or reduction in the coverage of the policies.
5. 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 \$100,000 without the written approval of CITY.
6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the CONSULTANT is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the commencement date of this AGREEMENT and the Certificate of Insurance shall state that coverage is on a "claims made" basis and reflect the retroactive date of such

coverage. Upon availability, the CONSULTANT shall maintain coverage for the duration of this AGREEMENT and for two (2) years following the completion of this AGREEMENT. The CONSULTANT shall provide the CITY annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the CITY with thirty (30) calendar day advance notice of policy cancellation.

F. INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors, or agents or anyone employed by the CONSULTANT or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

G. 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 neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. 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 CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE

The Director of Public Works or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said 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.

J. CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

1. That 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 able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this AGREEMENT, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.
2. That the CONSULTANT 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.

K. CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work 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.

L. INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided 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.

M. APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the state of Nevada.

N. 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 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.

O. 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.

P. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty,

the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. ARBITRATION

1. All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY and the CONSULTANT. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY and the CONSULTANT shall be specifically enforceable under the

prevailing arbitration law.

2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration action arising out of, or resulting from, the CONSULTANT's services as defined in the AGREEMENT or the PROJECT, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with Construction Industry rules of the Nevada Arbitration Association or the American Arbitration Association.

None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as to preclude either party from joining the other as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the PROJECT.

3. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) calendar days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in

question between the parties, written notice must be given to the CONSULTANT within sixty (60) calendar days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

4. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) calendar days after the filing of the Certificate of Substantial Completion with respect to the PROJECT, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.
5. In the event of arbitration, it is agreed by the parties hereto 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 Procedure.

6. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then existing. The sixty (60) calendar day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

R. CONFIDENTIALITY

CONSULTANT shall treat all information relating to the PROJECT and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by CONSULTANT's employees to other parties or make any public announcement or publicity release without the CITY's written

authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

S. SITE INSPECTION

CONSULTANT represents that it has visited the location or locations 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.

T. MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

U. NOTICE

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses:

TO CITY:

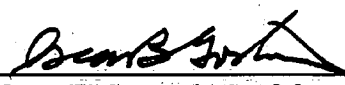
Marvin D. Stine, P.E.
Project Manager
Department of Public Works
400 East Stewart Avenue
Las Vegas, Nevada 89101

TO CONSULTANT:

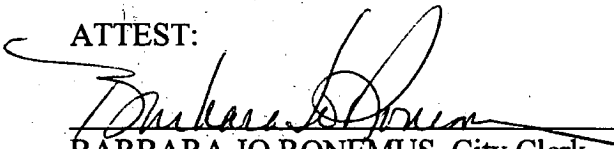
Ralph Matecki, P.L.S.
HMH Engineering & Surveying, Inc.
8080 West Sahara Avenue, Suite D
Las Vegas, Nevada 89117

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

CITY OF LAS VEGAS

By 
OSCAR GOODMAN, Mayor
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Spain 5-27-99
Date

HMH ENGINEERING & SURVEYING, INC.


RALPH MATECKI, P.L.S., Principal

"Consultant"

EXHIBITS

- EXHIBIT A - Scope of Services
- EXHIBIT B - Additional Services
- EXHIBIT C - Manpower Task Breakdown
- EXHIBIT D - Cost Derivation
- EXHIBIT E - Schedule
- EXHIBIT F - Invoice Format

AL HAGEN, P.L.S.
RALPH MATECKI, P.L.S.
DAVID HUCKLE, P.E., M.B.A.



8080 W. SAHARA-SUITE D
LAS VEGAS, NEVADA 89117-1976
PHONE: (702) 256-7850
FAX: (702) 256-1710

**CITY OF LAS VEGAS
SCOPE OF SERVICES
ELKHORN OVERPASS AND TROPICAL OVERPASS
TOWN CENTER LOOP ROAD PROJECT**

EXHIBIT "A"

TASK 1: AERIAL MAPPING AND FIELD TOPOGRAPHY

Provide vertical control and aerial photography for Town Center project at 1' foot contour intervals. Control shall be defined by the City of Las Vegas and Poggemeyer Design Group. Coverage, scale and format shall be determined by the City of Las Vegas and Poggemeyer Design Group.

TASK 2: HORIZONTAL CONTROL

Establish horizontal control for entire project. (Control Lines and/or r/w centerlines to be determined by City of Las Vegas.)

TASK 3: RIGHT-OF-WAY ENGINEERING

Prepare right-of-way plans on 24" x 36" vellum sheets to a scale of 1"=100' (approximately 15 sheets) and will include the following:

- A horizontal control plan with alignment information for section lines, PROJECT centerline (including intersecting streets), and sectional ties
- Subdivision and sectional references
- Existing and proposed right-of-way lines, easement lines of record on parcels affected by proposed alignment.
- Property lines necessary to establish take areas
- Document numbers and dates for existing rights-of-way;

public and utility easements and patent reservations

- Assessor's parcel numbers and owner's names for all parcels from which right-of-way is required; assessor's parcel numbers only for all other parcels shown
- Street names, Curve data, Legend
- City, County and other municipal boundary lines
- Property schedule for all r/w take parcels
- Basis of bearing, North arrow and scale

TASK 4:

EXHIBIT MAPS.

Prepare exhibit maps on 8 1/2" x 11" sheets for each parcel requiring the acquisition of right-of-way take areas, prepare legal description for each acquisition "take" area and permanent easement areas. (Approximately 50 parcels).

EXHIBIT "B"

ADDITIONAL SERVICES

Upon written authorization by the CITY OF LAS VEGAS, HMM ENGINEERING & SURVEYING, INC. shall provide additional services as needed for the PROJECT.

Additional services include the following:

TASK 1A: **UTILITY POT HOLE SURVEYING.**

Perform, as requested by Poggemeyer Design Group and Parsons Transportation, pothole staking to determine the location and depth of utilities. Actual potholing to be performed by others.

TASK 1B: **AS-BUILT TOPOGRAPHY**

Perform pick-up Topo as requested by Poggemeyer Design Group and Parsons Transportation for completion of design of project.

TASK 1C: **RECORD OF SURVEY**

Prepare and record a record of survey for entire project.

TASK 1D: **BENCHMARKS**

Establish benchmarks for Town Center Project. Type and location will be established by the City of Las Vegas.

**EXHIBIT C
MANPOWER TASK
ELKHORN OVERPASS AND TOWN CENTER LOOP ROAD
HOURLY RATES ESTIMATED COSTS**

	Title = Task Description	Supervising Land Surveyor	Designer	Party Chief	I. O. Surveyor	Surveyor	Clerical	Direct Costs	Task Totals
1	Aerial Mapping - Strip Topo	35	71	80	80	65	0	N/A	332
2	Horizontal Control	6	75	120	120	125	0	N/A	448
3	Right-of-Way Engineering	80	268	40	90	95	90	N/A	661
4	Exhibit Maps	40	280	0	0	0	0	N/A	320
	Subtotal:	163	692	240	290	285	90	N/A	1761
	Expenses:							N/A	
	Reproduction							N/A	
	Mileage .40 Per Mile							N/A	
	Bluelines							N/A	
	MyIars							N/A	
	Subtotal:							N/A	
	Additional Services:							N/A	
1A	Utility Potholing Surveying	2	4	60	60	49		N/A	175
1B	As-Built Topography	25	130	160	160	130		N/A	604
1C	Record of Survey	4	17	8	8	65		N/A	102
1D	Establish Benchmarks	1	4	16	16	16		N/A	53
	Subtotal:	32	156	244	244	259		N/A	935
	Totals	195	848	484	534	544	90	N/A	2695

**includes compensation for equipment, materials, overhead and profit

**EXHIBIT D
COST DERIVATION
ELKHORN OVERPASS AND TOWN CENTER LOOP ROAD
HOURLY RATES ESTIMATED COSTS**

	Title = Base Rate x Multiplier(*) = Loaded Hourly Rate =	Supervising Land Surveyor \$38.89 x 2.70/hr. \$105.00/Hr.	Designer \$22.22 x 2.70/hr. \$60.00/Hr.	Party Chief \$24.07 x 2.70/hr. \$65.00/Hr.	I. O. Surveyor \$ 18.51x 2.70/hr. \$50.00/Hr.	Surveyor \$14.07x 2.70/hr. \$37.00/Hr.	Clerical \$10.00 x 2.70/hr. \$27.00/Hr.	Subcontractor N/A \$	Direct Costs \$	Task Totals
	Task Description									
1	Aerial Mapping - Strip Topo	\$ 3,710.00	\$ 4,280.00	\$ 5,200.00	\$ 4,000.00	\$ 2,400.00	\$		\$ 29,160.00	\$ 48,750.00
2	Horizontal Control	\$ 840.00	\$ 4,500.00	\$ 7,800.00	\$ 6,000.00	\$ 4,625.00	\$			\$ 23,765.00
3	Right-of-Way Engineering	\$ 8,400.00	\$ 15,960.00	\$ 2,600.00	\$ 4,500.00	\$ 3,515.00	\$ 2,430.00			\$ 37,405.00
4	Exhibit Maps	\$ 4,200.00	\$ 16,800.00	\$ -	\$ -	\$ -				\$ 21,000.00
	Subtotal:	\$ 17,150.00	\$ 41,540.00	\$ 15,600.00	\$ 14,500.00	\$ 10,540.00	\$ 2,430.00		\$ 29,160.00	\$ 130,920.00
	Expenses:									
	Reproduction								\$ 1,500.00	\$ 1,500.00
	Mileage .40 Per Mile								\$ 500.00	\$ 500.00
	Bluelines								\$ 500.00	\$ 500.00
	Mylars								\$ 500.00	\$ 500.00
	Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
	Additional Services:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
1A	Utility Potholing Surveying	\$ 210.00	\$ 280.00	\$ 3,900.00	\$ 3,000.00	\$ 1,800.00	\$ -			\$ 9,170.00
1B	As-Built Topography	\$ 2,600.00	\$ 7,800.00	\$ 10,400.00	\$ 8,000.00	\$ 4,800.00	\$ -			\$ 33,600.00
1C	Record of Survey	\$ 420.00	\$ 1,040.00	\$ 520.00	\$ 400.00	\$ 240.00	\$ -			\$ 2,620.00
1D	Establish Benchmarks	\$ 105.00	\$ 240.00	\$ 1,040.00	\$ 800.00	\$ 592.00				\$ 2,777.00
	Subtotal:	\$ 3,335.00	\$ 9,340.00	\$ 15,860.00	\$ 12,200.00	\$ 7,432.00	\$ -	\$ -	\$ -	\$ 48,167.00
	Totals	\$ 20,485.00	\$ 50,880.00	\$ 31,460.00	\$ 28,700.00	\$ 17,972.00	\$ 2,430.00	\$ -	\$ 32,160.00	\$ 162,087.00

Project Schedule
4/12/99

EXHIBIT "E"
City of Las Vegas

Town Center Loop Road Project

ID	Task Name	Start	Finish	1999																
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	Aerial Mapping and Field Surveying	Tue 6/15/99	Fri 7/30/99																	
2	Horizontal Control	Thu 7/15/99	Mon 8/30/99																	
3	Right of Way Engineering	Mon 8/2/99	Fri 10/29/99																	
4	Exhibit Maps	Wed 9/15/99	Tue 11/30/99																	

Project: Project1
Date: Tue 4/13/99

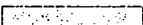
Task  Milestone  Rolled Up Split  External Tasks 
 Split  Summary  Rolled Up Milestone  Project Summary 
 Progress  Rolled Up Task  Rolled Up Progress 

EXHIBIT F - INVOICE FORMAT

TO: CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

FROM: HMM ENGINEERING & SURVEYING
8080 W. Sahara - Suite D
Las Vegas, Nevada 89117

Project Name: TROPICAL/ELKHORN OVERPASS & TOWN CENTER LOOP ROAD
Attention: Marvin D. Stine, P.E.

Invoice #: _____
Job #: _____
Prep. By: _____ Date: _____

Item	Supervising L.S. (\$105.00/hr)*			Designer (\$60.00/hr)*			Party Chief (\$65.00/hr)*			I.O. Surveyor (\$60.00/hr)			Surveyor (\$37.00/hr)			Clerical (\$27.00/hr)			Total Costs
Contract Task #	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Total Cost This Period
1			35			71			80			80			65			0	
2			8			75			120			120			125			0	
3			80			268			40			90			95			90	
4			40			280			0			0			0			0	
1A			2			4			60			60			49			0	
1B			25			130			160			160			130			0	
1C			4			17			8			8			65			0	
1D			1			4			16			16			16			0	
Subtotal	0	0	195	0	0	847	0	0	484	0	0	534	0	0	545	0	0	90	
Subtotal (\$)																			

* Actual Rate X 2.70 (Labor Overburden + Profit Multiplier)**

** Includes Compensation for Equipment, Materials, Overhead & Profit

Subtotal All Items	
<5% Retention>	
TOTAL AMOUNT DUE THIS INVOICE	
Total Billed to Date	
Total Amount of Contract (Not to Exceed)	
Total Amount Remaining in Contract	