

**ASSESSMENT SERVICES CONTRACT
FOR**

YEAR 14 AND 15 OF THE SMALL DIAMETER PIPELINE ASSESSMENT PROGRAM: 15 YEAR CYCLE

THIS ASSESSMENT SERVICES CONTRACT (this "Contract") is made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, and BROWN AND CALDWELL (the "Consultant"), a Corporation organized and existing under the laws of the state of California, whose local address is 8337 West Sunset Road, Suite 310, Las Vegas, Nevada 89113.

This Contract is effective on the date signed by the City and Consultant, whichever date is later, as long as the date signed by the second party is within sixty (60) calendar days of signature by the first party (the "Effective Date").

PROJECT DESCRIPTION:

The City has significant quantities of small diameter sanitary sewer mains consisting of various materials installed as part of its wastewater collection system. This contract marks the fourteenth year of the City's 15 Year Small Diameter Pipeline Assessment Program, wherein a sewer condition assessment/evaluation for existing small diameter sewer pipelines will be performed.

This Scope of Basic Services includes the inspection, evaluation, and repair recommendations of approximately 7% of the complete 15 Year Program. Year 14 includes the assessment of 610,000 lineal feet of (6-inch through 12-inch) sewer pipeline and 2900 manholes, which includes areas of Project Neon and missed inspections from the first three years of the Assessment Program. The City is including a sewer service lateral location task in this contract, to meet the requirements of the Nevada Revised Statutes, to be able to mark the location of public sewer mains and private sewer laterals upon request.

The Scope of Basic Services also includes Year 9 and 10 of the Storm Drain Condition Assessment: 15-Year Cycle for inspection, evaluation, prioritization and recommendations for the rehabilitation of up to 54,000 linear feet of the City's storm drain collection and conveyance facilities. This includes associated inlets, junction boxes and other structures.

RECITALS

WHEREAS, the City intends to complete the Year 14 of the Small Diameter Pipeline Assessment Program: 15 Year Cycle (the "Project"); and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires the Consultant to control and have no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the knowledge, skills and experience to perform the services hereinafter set forth within the time required under this Contract;

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth herein:

**ARTICLE 1
CONSULTANT RESPONSIBILITIES**

1.0. Description of Consultant's Services.

A. For the compensation set forth in Section 7, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

1.1 Performance Standards.

A. In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

1.2. Document Review.

A. The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

B. The Consultant's failure to comply with the quality assurance and quality control provisions of Exhibit A - Scope of Services, to adequately review documents prior to submittal or to address City comments prior to resubmittal will be considered an Event of Default pursuant to Section 10.3.

1.3. Waiver.

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

1.4. Designation of Consultant's Representative.

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

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

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

D. If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

1.5. Correspondence Review.

A. The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.6. Cooperation with the City.

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

1.7. Responsibility for Construction Document Revisions

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

B. Responsibility for Revisions. The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price

received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.1.

ARTICLE 2 CITY RESPONSIBILITIES

2.0. City Representative.

A. The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.25 of this Contract.

2.1. Review of Consultant's Services and Documents.

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

2.2. Access to Records.

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

2.3. Cooperation with Consultant.

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

ARTICLE 3 CHANGES TO CONSULTANT'S SERVICES

3.0 Requested Changes.

A. The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

3.1 Adjustment of Compensation.

A. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section 7, or in the performance schedule under Section 8, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.B and 10.20.C of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

**ARTICLE 4
ADDITIONAL SERVICES OF CONSULTANT**

4.1 Additional Services.

A. The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section 7 of this Contract.

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

**ARTICLE 5
SUBCONSULTANT CONTRACT**

5.1 Subconsultant Provisions.

A. If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant contract a provision that:

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

2. the subconsultant shall have no more rights against the City than that of the Consultant; and

3. the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing; and

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

**ARTICLE 6
TERM OF CONTRACT**

6.0 Term.

A. This Contract shall commence on the Effective Date and shall remain in force and effect for three (3) years from the date of approval unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

B. Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

**ARTICLE 7
COMPENSATION AND TERMS OF PAYMENT**

7.0 COMPENSATION AND TERMS OF PAYMENT

A. Compensation: Basic Services.

1. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section

7.B plus City approved reimbursable expenses identified in Section 7.D. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.E of this Contract.

B. Multiplier.

1. Exhibit D, Section 401.1. provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.D and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

C. Compensation: Additional Services.

1. For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

D. Compensation: Reimbursable Expenses.

1. Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

E. Payment Invoicing.

1. The Consultant shall submit a monthly invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A (Scope of Services) Section 101 (Preliminary and General Items) and Exhibit D (Fee Breakdown). Invoices shall provide sufficient detail to document the Contract work performed.

2. If the City Representative approves the submitted invoice in full, the Consultant can expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay.

3. Right to Offset.

a. If the City's representative, in his or her reasonable discretion, objects to all or any portion of an invoice, the City Representative shall provide written notice to the Consultant no later than fourteen (14) days after the City's receipt of said invoice. The Consultant may dispute the City Representative's objection by providing written notice to the City within fourteen (14) days after receipt of the City's written objection. Thereafter, the City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this Contract.

b. Should the City's damages, costs or expenses arising out of the negligence act or errors and omissions of the Consultant exceed the invoice amount, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence acts or errors and omissions of the Consultant.

F. Final Payment.

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

ARTICLE 8 PERFORMANCE SCHEDULE

8.0 Performance Schedule.

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

due to Consultant performance issues may be considered and Event of Default pursuant to Section 10.3.

ARTICLE 9 AUDIT: ACCESS TO RECORDS

9.1 Records.

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

9.2 Disclosure.

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

9.3 Period of Maintenance.

A. The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.4 Subcontract Provisions.

A. The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of \$10,000.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Suspension.

A. The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, Based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

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

1. the Consultant was not a contributing cause for the suspension; and
2. the Consultant has not received an equitable adjustment under another provision of this Contract;

and

3. the Consultant could not mitigate the increase in the performance cost,

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

expenses resulting from the suspension.

10.2 Termination for Convenience.

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

10.3 Termination for Cause or Other Resolution.

A. Event of Default.

1. If, during the term of this Contract, the Consultant (i) fails to deliver services that comply with the Scope of Services, including failure to comply with quality assurance and quality control provisions, (ii) fails to deliver the services within the time specified in the Contract or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Consultant, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Consultant and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

2. If there occurs an Event of Default, the Consultant shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Consultant may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said cure time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section 10.3.B "City's Rights", below.

B City's Rights.

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

a. terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost for completing this Contract. In the event the reasonable cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City; or

b. terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination; or

c. continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

In the event that the City elects to implement 10.3.B.1.a, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 Documents.

A. Ownership.

1. The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

2. The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

3. City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

B. Delivery of Documents.

1. In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

2. In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Contract for any disputed payment claims.

C. Confidentiality.

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

D. Contractual Rights.

1. Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend, and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, arrangement, and composition of spaces and elements, the use of colors and materials, system designs, construction methods, and interior design.

10.5 Insurance.

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

A. Industrial/Workers' Compensation Insurance protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

B. Commercial General Liability Insurance (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

C. Commercial Automobile Liability Insurance of limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

E. The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.

F. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with 30-day advance notice of policy cancellation, sent by certified mail "return receipt requested".

G. 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. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

H. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand (\$25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand (\$100,000) without the prior written approval of the City.

I. Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

J. If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

K. Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

L. The Consultant is encouraged to purchase any additional insurance it deems necessary.

M. The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

N. Period of Coverage. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 Indemnity.

A. Claims Not Based Upon or Arising out of Professional Services. Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

B. Claims Based Upon or Arising out of Professional Services. Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 Assignment.

A. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect

to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.8 Waiver.

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

10.9 Consultant Warranties.

A. The Consultant hereby represents and warrants that:

1. it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,
2. it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,
3. its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and
4. it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "H" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "H," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "H" within fifteen (15) days of such change.

10.10 Consultant's Employees.

A. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract 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 Contract.

10.11 Independent Contractor.

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

10.12 Applicable Law.

A. This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

B. 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 Contract

including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.13 Certification—No Israel Boycott.

A. By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

“Boycott of Israel” means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.14 Severability.

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

10.15 Confidentiality.

A. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

B. Definition. The term “Confidential Information” shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party (“Disclosing Party”) provided to the other party (“Receiving Party”) in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

C. Requirements. Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes “trade secrets” under applicable law for which this Section shall survive indefinitely.

D. Nevada Public Records Act. Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statute (“NPR”) and that certain Confidential Information may be subject to the NPR. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPR; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information

confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

10.16 Site Inspection.

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

10.17 Modification.

A. All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

10.18 Notice.

A. Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

10.19 Prohibition Against Contingent Fees.

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

10.20 Claim or Dispute Resolution.

A. Notice of Claim or Dispute. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.1 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.C of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.B or 10.20.C, the Consultant shall proceed diligently with the performance of this Contract.

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

C. Resolution by Mediation. Upon receipt of the request to mediate authorized pursuant Section 10.3.B or Section 10.20.B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. Right of Judicial Action. Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 Attorney Fees.

A. The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Contract shall be entitled to reasonable attorney fees and court costs.

10.22 Calendar Day.

A. All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 Exhibits.

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

10.24 Counterparts; Electronic Delivery.

A. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

B. The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

10.25 Contract Version.

This document reflects the current standard provisions for the City's Professional Services Contract updated as of February 2023.

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

CITY OF LAS VEGAS

BROWN AND CALDWELL

DocuSigned by:

Jon Osborne

11/20/2023 | 10:01 AM PST

69DD71C3B485490...

Signature Date

Signature Date

Printed Name

Jon Osborne

Printed Name

Title

Managing Engineer

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Carmen Gilbert

11/2/2023 | 2:33 PM PDT

8862965F49B8449...

Deputy City Attorney Date

Carmen Gilbert

Printed Name

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LIST OF EXHIBITS

EXHIBIT “ A ”	SCOPE OF SERVICES
EXHIBIT “ B ”	REQUIRED SUBMITTALS
EXHIBIT “ C ”	PERFORMANCE SCHEDULE
EXHIBIT “ D ”	FEE BREAKDOWN
EXHIBIT “ E ”	COMPENSATION
EXHIBIT “ F ”	KEY PERSONNEL LIST
EXHIBIT “ G ”	EXAMPLE INVOICE
EXHIBIT “ H ”	CERTIFICATE OF DISCLOSURE

EXHIBIT A SCOPE OF SERVICES

100 SCOPE

This Contract and its Exhibits constitute the scope of the contract.

The City of Las Vegas (CITY) has significant quantities of small diameter sanitary sewer mains consisting of various materials installed as part of its wastewater collection system. This contract marks the fourteenth year of the CITY's 15 Year Small Diameter Pipeline Assessment Program, wherein a sewer condition assessment/evaluation for existing small diameter sewer pipelines will be performed.

This Scope of Basic Services includes the inspection, evaluation and repair recommendations of approximately 7% of the complete 15 Year Program.

Year 14 includes the assessment of 610,000 lineal feet of (6-inch through 12-inch) sewer pipeline and 2,900 manholes, which includes areas of Project Neon and missed inspections from the first three years of the assessment Program. The Project Neon limits will be obtained by querying in GIS attribute "Project Name" from the CITY.

The CITY is including a sewer service lateral location task in this contract, to meet the requirements of the Nevada Revised Statutes, to be able to mark the location of public sewer mains and private sewer laterals upon request.

100.1. SCOPE OF PROJECT

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

- Task 1.0: Sanitary Sewer Project Management
- Task 2.0: Physical Inspection of Sanitary Sewer Facilities
- Task 3.0: Locations of Sanitary Sewer Service Laterals
- Task 4.0: Review of Sanitary Sewer Field Inspection Data
- Task 5.0: Sanitary Sewer Condition Assessment Reporting
- Task 6.0: Sanitary Sewer GIS Services
- Task 7.0: Sanitary Sewer Additional Services

The CITY is contracting with Brown and Caldwell (CONSULTANT), a professional engineering firm and subconsultants located in Las Vegas, Nevada to provide basic services as outlined above.

The project highlights are:

Assumptions:

Project duration from Notice to Proceed will be approximately 15 months.

Kickoff and progress meetings will be held at CONSULTANT's Las Vegas Conference room but can be attended remotely via Microsoft Teams.

City Input:

City will provide review and comments for the four Progress and Draft Yearly Reports.

City will direct the CONSULTANT on GIS attributes to be filled in and tracked.

Deliverables:

Monthly invoicing for work completed the month prior

Project schedule and updates to the schedule, as required

Meeting agenda and minutes for the meetings detailed below

Progress Reports (4)

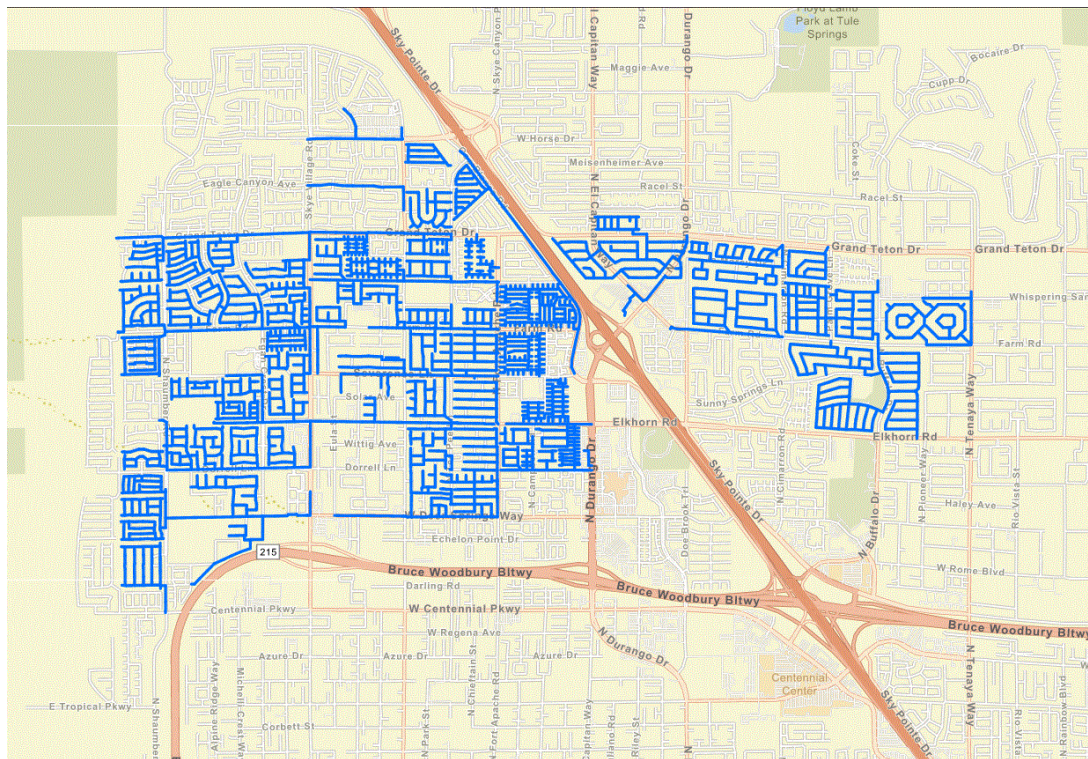
Draft Yearly Report

Final Yearly Report

GIS Deliverable

CCTV Data

A summary of the Year 14 pipelines is shown graphically below.



A more detailed description of the scope of work for Small Diameter Sanitary Sewer Assessment Year 14 is outlined below:

100.1.1. Sanitary Sewer Project Management

100.1.1.a Management: CONSULTANT will monitor and review work progress and budget of the project team and provide general project management.

100.1.1.b Monthly Invoicing: CONSULTANT will prepare and submit to the CITY monthly invoice in the City's invoice template including labor and expense backup and an updated schedule

100.1.1.c Kickoff Meeting: CONSULTANT will prepare an agenda and schedule for the kickoff meeting with the CITY within ten calendar days of the issuance of the Notice-To-Proceed. This on-line meeting will include the following:

- Review the Scope of Basic Services.
- Review the project schedule and define milestones.
- Introduce key personnel.
- Establish lines of communications and respective responsibilities between CITY and CONSULTANT.

The CONSULTANT will prepare and post agenda, draft and final meeting minutes on the SharePoint site.

100.1.1.d Progress Meetings: CONSULTANT will participate in up to eleven online monthly progress meeting with CITY staff, generally to be held at CONSULTANT's Las Vegas Conference room but can be attended remotely via Microsoft Teams, and will be attended by the CONSULTANT's Project Manager, Project Engineer and other key personnel as determined to be necessary. The purpose of the monthly progress meeting is to provide an opportunity for CONSULTANT and CITY to review progress of the work, present and discuss interim results, anticipate and mitigate any performance problems and address other issues and concerns. CONSULTANT will prepare and post an agenda, draft and final meeting minutes for each of the progress meetings on the SharePoint site.

100.1.1.e Miscellaneous Meetings: The CONSULTANT will attend up to three miscellaneous meetings with the CITY and prepare and post to the SharePoint site, meeting minutes, summarizing agreements reached and actions required.

100.1.1.f Quality Assurance Reviews: The CONSULTANT will perform periodic quality reviews of the work progress to verify that the project scope of basic services is achieved, including all deliverables prior to submittal.

100.1.1.g Coordination: The CONSULTANT will be responsible for ensuring the work of its subconsultants is performed within the guidelines established herein, in a timely manner, and the subconsultants will not adversely impact the overall project schedule.

The CONSULTANT will be responsible for managing all data for the pipeline and manhole inspections obtained by its subconsultants.

100.1.1.h Overall Project Schedule: The CONSULTANT will prepare an overall project schedule using Microsoft Project which designates milestones agreed to by the CITY and CONSULTANT. The CONSULTANT will provide the CITY with regular updates regarding the progress of manhole and sewer inspections.

100.1.1.i SharePoint Site: The CONSULTANT will develop and maintain a SharePoint site for the project. The site will be used as an online collaboration tool for sharing ideas, information and documents among team members. Specific documents will include, but are not limited to monthly meeting agendas, meeting minutes, emergency notifications and an action item list. Also included will be an interactive GIS viewer updated weekly to reflect the progress of the project.

100.1.2. Physical Inspection of Sanitary Sewer Facilities

100.1.2.a Pre-Inspection Walk Through: Prior to the start of internal inspection activities, a pre-inspection walk-through will be conducted. This field inspection will be conducted to:

- Visually locate manholes to be inspected within the project scope.
- Identify access and traffic control issues.
- Identify issues to be addressed by CITY maintenance staff prior to inspection, such as buried manholes.
- Identify new manholes not shown in the CITY's GIS database.

The CONSULTANT will collect the following information and provide in the Yearly Report:

- Surface image of each manhole detailing any issues with the cover or access into the manhole.
- Interior image of each manhole detailing clear access into the manhole and no evidence of surcharge.
- Location image of the manhole to detail the location of the manhole in reference to surrounding areas.
- Four location images (each facing North, East, South and West) taken from the manhole lid to determine the immediate vicinity of the manhole lid from the field.

100.1.2.b Inaccessible Manholes: Limited access to some manholes is anticipated. The CONSULTANT will provide and maintain a list on the SharePoint Site, sketches and field notes to the CITY to identify manholes with limited access. The CITY will make initial attempt to provide access to list of manholes, if attempts require additional work the CONSULTANT with assistance of subconsultants will provide access using additional services as needed.

100.1.2.c Confined Space Manhole Inspections: The CONSULTANT will perform confined-space entry to inspect ten manholes. The inspection will include physical examination of manhole components, including the chimney, wall, bench and channel.

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

Because of the age and possible condition of the sewer lines, the CONSULTANT shall exercise extreme caution when cleaning the sewers to preserve the existing condition of the sewer and avoid "backflushing" the lateral into the building.

The amount of debris in the collection system pipelines assumes the pipelines are 10% full. An estimated twenty trips for hauling debris is included in the effort. Direct costs will be reimbursed until the amount allocated in the subtask has been exhausted. If the costs exceed this estimate, additional trips will be paid for as outlined in Additional Services. Cleaning efforts beyond those listed here, including heavy cleaning, will be paid for as outlined in Additional Services.

100.1.2.e Manhole Inspections: The CONSULTANT will be responsible for furnishing all equipment, materials and labor required to perform the manhole inspections. Each manhole will be physically inspected using the PANORAMO optical manhole scanner. The scan will begin at the surface showing a traffic cone located at the 6 o'clock position, defined as the outlet side of the manhole.

The CITY will have access to inspection logs, pictures, etc. throughout the duration of the project by removable USB hard drive on an as requested basis. The CITY reserves the right to reject the media due to poor picture quality. These conditions may include but are not limited to: fogged lens, excessive fog forming inside the manhole, grease build-up on lens, clarity, brightness, off centered camera and camera out of focus. The CONSULTANT will re-televis, re-inspect, record and resubmit video inspection data of those sewer manhole rejected by the CITY. Manholes requiring re-inspection will be carried out by the CONSULTANT at no additional expense to the CITY, unless conditions exist in the manhole, outside of the control of the CONSULTANT, that prohibits proper picture quality.

100.1.2.f Pipeline Inspections: The CONSULTANT will be responsible for furnishing all equipment, materials and labor required to perform the CCTV inspection of the pipelines. The pipeline will be inspected using the IBAK Panoramo camera. Inspections will begin and end at the center of the manhole lid or cover. Deliverables will include an .ipf file, the accompanying "360" viewer and inspection logs for each sewer line segment inspected.

The CITY will have access to inspection logs, pictures, etc. throughout the duration of the project by removable USB hard drive on an as requested basis. The CITY reserves the right to reject the media as a result of poor picture quality. These conditions may include but are not limited to: fogged lens, excessive fog forming inside the pipeline, grease build-up on lens, clarity, brightness, off centered camera and camera out of focus. The CONSULTANT will re-televis, re-inspect, record and resubmit video inspection data of those sewer segments rejected by the CITY. Reaches requiring re-inspection will be carried out by the CONSULTANT at no additional expense to the CITY, unless conditions exist in the pipe, outside of the control of the CONSULTANT, that prohibits proper picture quality.

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

During the inspection the CONSULTANT and /or its sub-consultants will take all provisions necessary to keep noise and lights to a minimum, while at the same time maintaining the required safety standards during nighttime activities. The CONSULTANT and/or its sub-consultants will perform all operations with diligent safety standards both for themselves and the general public. All attempts will be made to respect non-standard access to private property; CITY crews will be involved if required, and all crews will utilize the utmost professional courtesy when contacting the general public.

100.1.3. Locations of Sanitary Sewer Service Laterals

100.1.3.a Locate Manholes – Survey: The CONSULTANT will locate the center of the sewer manhole frame and cover. The horizontal rim location will be described by State Plane Coordinates, as defined by the Nevada Revised Statutes Chapter 327, and the vertical rim location will be tied to the City of Las Vegas vertical control and benchmark network. Horizontal and vertical coordinates must be certified by a Nevada Professional Land Surveyor to have positional certainties of +/- 0.1 meter (+/- 0.3 feet). The CONSULTANT will provide the location of both the manhole center of cover and center of manhole within a GIS layer provided by the CITY to match surveyed coordinates of the center of the manhole frame and cover and the calculated center of manhole.

Sanitary sewer service laterals will be located using the surveyed coordinate of the center of the manhole cover, calculated to the center of the manhole barrel and the pipeline inspection video. Each inspection video begins and ends at the center of the manhole barrel with each lateral distance measured from the distance to one of the inspection video manholes, whichever manhole the inspection video begins at. All laterals will be located using this technique and added to a GIS layer provided to the CITY at the completion of the project.

A random selection of manholes will be re-surveyed on a weekly basis to verify accuracy. These additional manholes will amount to approximately 5% of the total project manholes.

100.1.3.b Lateral Location Quality Assurance – Potholing: The CONSULTANT will complete twelve quality assurance potholes to verify accuracy of the location of the sewer service laterals. After the Draft Yearly Report, the CONSULTANT will pick twelve random locations to pothole, which are in low traffic areas. The CONSULTANT will use the coordinates from the GIS deliverable once survey coordinates and lateral coordinates are generated from the database. The CONSULTANT's survey Subconsultant will mark the lateral coordinate locations with CITY staff present, and this is where the lateral will be potholed. The City will be invited to use their equipment to mark the coordinates in the field as well to insure compliance is being met for lateral location markings per NRS. A pothole summary will be developed and included in the Final Yearly Report.

100.1.4. Review of Sanitary Sewer Field Inspection Data

- 100.1.4.a** Pipeline Review and Coding: The CONSULTANT, using NASSCO-PACP certified reviewers, will review and code all pipeline CCTV inspections. Each inspection will be reviewed to verify adequate information has been collected, video quality is adequate, and defects are coded correctly. The CONSULTANT will prepare defect logs during the CCTV review to identify and record defects. Select field inspection and defect logs may be included as an appendix of the Progress Reports; all defect logs will be included as an appendix in the Yearly Report.
- 100.1.4.b** Pipeline Condition Assessment: NASSCO-PACP will be used for condition assessments and developing the ratings. The NASSCO rating system has been modified to a fifteen-year basis for both pipelines and manholes to match the CITY's 15 year assessment program. Based on the identified defects, the pipe condition will be assessed using peak and/or total defects. Peak defects will include the condition grade for the worst defect for the manhole to manhole reach. Total defects for a pipe will include a cumulative index of the condition grades of each defect observed in pipeline. The CONSULTANT will develop overall structural and operational ratings for each sewer segment inspected based on the estimated life and potential for failure based solely on observations of the CCTV investigations. Recommendations for repair, rehabilitation or replacement will be prepared and prioritized by risk rating. The risk ratings will account for the internal condition assessment, location, importance and the consequence of failure (i.e. proximity to body of water, impact to sewer system, impact to pedestrians/traffic, etc.).
A preliminary cost summary shall be included for pipeline standard repair, rehabilitation and replacement.
- 100.1.4.c** Manhole Review and Coding: The CONSULTANT, using a NASSCO-MACP certified reviewer, will review the video for each manhole inspected and record the NASSCO-MACP defects. Along with required NASSCO fields, manhole diameter, manhole invert depths, connecting manholes and clock position of the manhole frame and cover will be identified. These measurements will be taken from the unfolded view and point cloud of each manhole in WinCan. Defect logs will be presented in the Yearly Report.
- 100.1.4.d** Manhole Condition Assessment: NASSCO-MACP will be used for condition assessments and developing the ratings. The NASSCO rating system has been modified to a fifteen-year basis for both pipelines and manholes to match the CITY's 15 year assessment program. Based on the identified defects, the manhole condition will be assessed using peak and/or total defects. Peak defects will include the condition grade for the worst defect for the manhole. Total defects for a manhole will include a cumulative index of the condition grades of each defect observed in the manhole. The CONSULTANT will develop overall structural and operational ratings for each sewer structure inspected based on the estimated life and potential for failure based solely on observations of the CCTV investigations. Recommendations for repair, rehabilitation or replacement will be prepared and prioritized by risk rating. The risk ratings will account for the internal condition assessment, location, importance and the consequence of failure (i.e. proximity to body of water, impact to sewer system, impact to pedestrians/traffic, etc.).
A preliminary cost summary shall be included for manhole standard repair, rehabilitation and replacement.
- 100.1.5.** Sanitary Sewer Condition Assessment Reporting
- 100.1.5.a** Progress Reports: The CONSULTANT will prepare and submit one electronic .pdf copy of each progress report via email and the SharePoint site summarizing the results of the preliminary condition assessment, quantity of pipe inspected in feet and number of manholes inspected within the given period, with cataloging of structural and operational defects identified and display maps. There will be four progress reports, submitted per the project schedule.
- 100.1.5.b** Yearly Report: The CONSULTANT will prepare a Yearly Report, including assessments and recommendations or other specific information relating to the execution of this contract, which will be communicated and summarized. Two hard copies and one electronic .pdf copy (bookmarked to the sections defined in the report) of the Final Yearly Report will be delivered to the CITY. The electronic copy of the report will include all pipeline and manhole inspection reports as an appendix. Along with this deliverable will be a portable hard drive including all pipeline and manhole inspection reports and videos included in the project. Receipt and acceptance of the annual report by the CITY shall constitute completion of Year 14 of the project.
- 100.1.6.** Sanitary Sewer GIS Services

- 100.1.6.a Addition of Field Data to Existing Database: The CONSULTANT will prepare a database of assets within the project limits for the purpose of storing and managing inspection information, condition assessment and recommendations. The City's Geographical Information Services (GIS) database will be updated utilizing field data obtained as part of the inspection activities and geographical land survey. Structure attributes will include spatial survey coordinates and elevation, inspection date, material, manhole type, condition scores, and invert elevations. Pipeline attributes will include material, diameter, inspection date, condition scores, inspection length, upstream manhole ID, and downstream manhole ID.
- 100.1.6.b GIS Discrepancies: The CONSULTANT will maintain a record of differences between existing GIS features and observations collected from field inspections. The final report will include a list of assets removed from the GIS that were determined do not exist and new assets added to the GIS found during field inspections.
- 100.1.6.c Locate Sewer Service Laterals: The sewer service laterals will be located by calculating the distance from the manholes per the CCTV inspection data. The reference point will be based on the surveyed center of the manhole cover, with an adjusted offset if the manhole is eccentric. If there are more than 12,000 laterals to be calculated, additional laterals will be paid for out of Additional Services. The CONSULTANT will provide to the CITY these calculated coordinates in a GIS layer with an attribute indicating the direction (intercardinal and ordinal directions such as N, NE, E, NW, W, S, SE, SW to be used) the lateral leaves the main and the NASSCO code associated with the lateral (i.e. TF, TFA, etc.).
- 100.1.6.d Preparation of GIS Deliverables: The CONSULTANT will modify the existing CITY GIS features and attributes to match the field data obtained as part of the assessment work (including, but not limited to material type, diameters and survey location of center of cover).
- 100.1.6.e Final QA/QC and Delivery: : The CONSULTANT will perform the final quality assurance and quality control reviews. Transfer finalized data, videos and pictures to an external hard drive in the format required by the CITY. The updated GIS database will be submitted with the Final Yearly Report.
GIS deliverables will be provided in a file geodatabase compatible with the latest version of ESRI ArcGIS used by the CITY.

100.1.7. Sanitary Sewer Additional Services

The CONSULTANT will provide any or all the following, in accordance with the unit rates, as identified below. All Additional Services must be authorized in writing by the CITY:

- 100.1.7.a Permits: Primary traffic control permits will be obtained from the CITY via basic services but if requested, the CONSULTANT will identify and assist with obtaining necessary permits from any other governing agencies which apply to this scope of work, including traffic control, allowable work hours and other provisions the agencies impose. The CONSULTANT will pay permit fees out of funds allocated for this Task.
- 100.1.7.b Additional Inspections and Assessment: The CITY may request CONSULTANT to inspect and evaluate additional pipe segments and/or manholes beyond those required in the Scope of Basic Services. CONSULTANT will conduct additional pipeline and/or manholes inspections and evaluations according to the same requirements and standards as defined in the basic contract.
- 100.1.7.c Survey Services: The CITY may request the CONSULTANT conduction additional survey of manholes having insufficient data collection during the manhole inspection. These services may include additional field measurements of manholes.
- 100.1.7.d Inaccessible Manholes: The CONSULTANT may perform additional work required to provide access to manholes paved over, buried or are otherwise inaccessible.
- 100.1.7.e Major Traffic Control: In general, the CONSULTANT will attempt to access sewers from manholes requiring minimal traffic control and during low flow conditions. However, it is possible certain facilities in the scope of work may require more traffic control than anticipated in order to complete a proper field inspection. In the event such traffic control is needed, the CONSULTANT will, with written approval by the CITY, prepare plans, specifications, provide a contractor and obtain permits necessary to complete the physical inspection of the pipeline(s) and/or manholes.

- 100.1.7.f Heavy Cleaning/Additional Debris Removal Fees: It is anticipated certain pipeline segments will require additional debris removal beyond the cleaning included in the basic services. While performing the initial debris removal and the CCTV inspection, the CONSULTANT will identify pipe segments requiring additional cleaning and will notify the CITY. If the cleaning hauling and dump fee allowance is exceeded, this item would pay for these costs.
- 100.1.7.g Confined-Space Manhole Inspection: The CITY may request additional manholes be physically inspected using confined-space entry. Additional manhole inspections will be performed on a per each basis.
- 100.1.7.h Engineering Services: The CITY may request the CONSULTANT perform additional miscellaneous engineering services not defined in the subtasks above or in the Scope of Basic Services. These services may include, but are not limited to, emergency design, inspection, construction management, additional confined space entry, potholing and by-pass pumping. The CITY may request CONSULTANT to perform any engineering tasks for which it is qualified, which would enhance the work being performed as part of this contract, or which require immediate remediation due to consequences of failure.

Storm Drain Condition Assessment Program: 15-Year Cycle, Year 9 - Project Understanding

The City of Las Vegas (CITY) has significant quantities of storm drain facilities consisting of various materials, sizes and shapes of pipes, channels, manholes, inlets, outlet structures, detention basins, and other special structures as part of the storm drain collection system collecting and conveying storm water runoff. The structural and operational characteristics of the storm drain system and associated facilities are critical to the overall operation of the distribution and collection system and safety of the general public. Therefore, an assessment program identifying immediate and potential problems within the storm drain system is needed to identify improvements required to operate and maintain this public asset in a manner consistent with federal, state, and city guidelines.

During a 15-year period, the CITY plans to complete a storm drain facility condition assessment and evaluation for all existing storm drain facilities identified under the Municipal Separate Storm Sewer Systems (MS4) as defined by the US Environmental Protection Agency (EPA) NPDES Stormwater Program. The CITY currently estimates these facilities will ultimately total 328 miles with the addition of new facilities each year.

This Scope of Work, Year 9 of the "Storm Drain Condition Assessment: 15-Year Cycle" includes inspection, evaluation, prioritization, and recommendations for the rehabilitation for up to 50,100 linear feet (up to 12,000 LF of 33-inch diameter and larger and 38,100 LF of 6" – 30" diameter) of the CITY's storm drain collection and conveyance facilities. This includes 314 manholes, inlets, junction boxes and other structures associated with the storm drain facility.

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

- 1.0 Project Management
- 2.0 Physical Inspection of Storm Drain Facilities
- 3.0 Review of Field Inspections
- 4.0 Condition Assessment Reporting
- 5.0 Geographical Information System (GIS) Services
- 6.0 Additional Services

The CITY is contracting with Brown and Caldwell (CONSULTANT), a professional engineering firm located in Las Vegas, Nevada to provide general services as outlined above.

Generally, the project highlights are:

Assumptions:

- Project duration from Notice to Proceed will be approximately 15 months.
- Kickoff and progress meetings will be held at CONSULTANT's Las Vegas conference room with a remote option via Microsoft Teams.

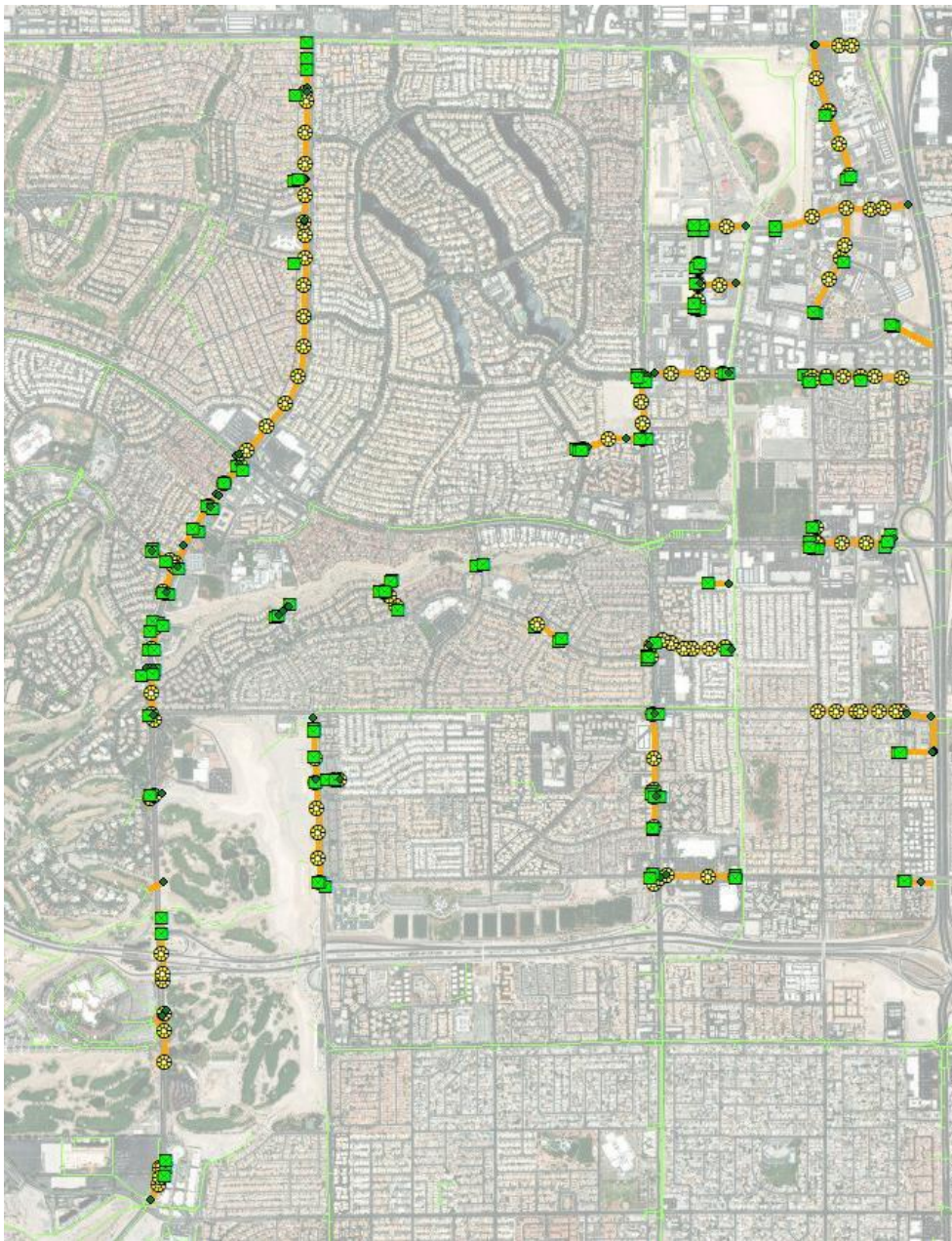
City Input:

- City will provide review and comments for the Progress and Draft Yearly Reports.
- City will provide assistance location as-builts in difficult areas, at the request of the CONSULTANT.
- City will direct the CONSULTANT on GIS attributes to be filled in and tracked.

Deliverables:

- Monthly invoicing for work completed the month prior
- Project schedule and updated to the schedule, as required
- Meeting Agenda and minutes for the meetings detailed below
- Progress Report
- Draft Yearly Report
- Final Yearly Report and separate summary sheet for structural and operational defect rating 5 along with corresponding location map
- GIS Deliverable
- CCTV Data

A summary of the Storm Drain Year 9 pipelines is shown graphically below.



A more detailed description of the scope of work for Year 9 is outlined below:

100.1.8. Storm Drain Project Management

- 100.1.8.a** Management: CONSULTANT will manage, monitor and review work progress and budget of the project team including sub-consultants
- 100.1.8.b** Monthly Invoices: CONSULTANT will prepare and submit monthly invoices to the CITY.
- 100.1.8.c** Kickoff Meeting: CONSULTANT will prepare an agenda and schedule a kickoff meeting with the CITY within ten calendar days of the Notice-To-Proceed issuance. The on-line kickoff meeting will include the following:
- o Review of the Scope of Basic Services.
 - o Review of the project schedule and define milestones.
 - o Introduce key personnel.
 - o Establish lines of communications and respective responsibilities between CITY and CONSULTANT.
 - o Establish public notification procedures.
 - o Establish asset information to be incorporated in the GIS data deliverable.
- 100.1.8.d** Progress Meetings: CONSULTANT will participate in no more than nine monthly progress meeting with CITY staff, generally to be held at the CONSULTANT's Conference Room with remote participation available via Microsoft Teams. The purpose of the monthly progress meeting is to provide an opportunity for CONSULTANT and CITY to review progress of the work, present and discuss interim results, anticipate and mitigate any performance problems and address other issues and concerns. CONSULTANT will prepare meeting agenda and minutes for each monthly progress meeting. Meeting minutes will be prepared and submitted to all meeting attendees in draft form within five working days following the meeting. Review comments are due back to CONSULTANT within five working days following receipt of draft meeting minutes.
- 100.1.8.e** Quality Assurance Reviews: The CONSULTANT will perform periodic quality reviews of work progress, as required, to ensure the project scope is achieved. The CONSULTANT will review and edit all deliverables in-house for quality assurance prior to submittal to the CITY.
- 100.1.8.f** Coordination: The CONSULTANT will coordinate all subcontracted work required for the execution of this project, including proposed schedule, areas of work, required traffic control measures, equipment rental and operation, and CCTV operations with CITY and other appropriate jurisdictions. Cleaning of storm drain facilities is not included in this contract as the CITY will conduct all cleaning activities. CONSULTANT will inform the CITY of needed cleaning and CITY will ensure all cleaning required to complete assessment work of this contract is completed in a timely manner.
- 100.1.8.g** Overall Project Schedule: CONSULTANT will prepare an overall project schedule designating milestones agreed to by CITY and CONSULTANT.

100.1.9. Physical Inspection of Storm Drain Facilities

- 100.1.9.a** Pre-Inspection Walk-Through: Throughout the physical inspection period, a pre- inspection walk-through will be conducted prior to CCTV inspection commencement of any segment or structure. CONSULTANT will edit and populate the GIS with diameters, materials, locations, etc. from the CITY's provided GIS. These GIS files will be provided to the field crews, walk-through and inspection, with these attributes pre-populated. Field crews are not to revise these fields unless a difference is noted in the field. If a field is changed, a note must be included stating that field conditions are different than the GIS attributes. This field inspection will be conducted to:
- o Locate structures within the segment of storm drain to be inspected. The CITY will provide assistance in locating or providing access to structures CONSULTANT is unable to locate or inaccessible structures.
 - o Take necessary measurement and photographs of each structure to be included in the final data deliverable.
 - o Conduct an assessment of the surface condition for each structure.

- o Identify access and traffic control issues.
 - o Identify potential issues to be addressed by CITY maintenance staff prior to inspection.
 - o Identify other agencies, jurisdictions or property owners needing notification.
 - o Visually assess structural and operational conditions of channels not suitable for Panorama video inspections.
- 100.1.9.b Permits: The CONSULTANT will obtain necessary permits from governing agencies that apply to project work, including traffic control, allowable work hours, and other provisions the agencies impose.
- 100.1.9.c Structure Inspections: This phase of the contract provides for the inspection of 314 structures in the form of manholes, inlet boxes, and junction boxes. At detention basins this will include spillways, inflow and outflow structures and low flow and under-drain facilities. These structures will be inspected for both operational and structural defects. Where applicable, structures, such as manholes, will be inspected using the Panorama optical manhole scanner. The scan will commence at the surface showing a traffic cone located at the 6 o'clock position, defined as the outlet side of the manhole. NASSCO-MACP (Manhole Assessment Certification Program) guidelines will be utilized whenever appropriate. All inspection work will be performed by NASSCO-MACP certified personnel. The CITY recognizes not all information addressed by MACP is required. Therefore, CITY and CONSULTANT will agree which data items are required prior to commencing field work. It is anticipated all structure inspection work will be performed from the ground surface utilizing the Panorama manhole scanner, including work performed as part of the basic services portion of this contract. If confined space entry is required for inspection of certain structures payment will be through Task 6 (Additional Services). Photographs or video of each structure will be taken to document hydraulics, general condition of the structure, evidence of surcharging, etc. Payment for additional structure inspections (beyond the basic contract) will be through Task 6 (Additional Services).
- 100.1.9.d Survey Coordinates: During the field inspection process a GPS coordinate accurate to +/- 0.1 meter (+/- 0.3 feet) horizontally and vertically will be taken of all located structures. Manholes will be surveyed at the center of frame and cover and structures will be surveyed at the surface above the outgoing pipe. Structures with extended grates and manhole covers will have up to five survey coordinates, detailing the curb site and street side of each ends of the grate lengths, as well as the lid cover, if there is one present. These coordinates will be used to update the CITY's GIS database. Payment for additional coordinates will be through Task 6 (Additional Services).
- 100.1.9.e Inaccessible Structures: It is anticipated that certain manholes, inlet structures, grates, or junction boxes may be inaccessible due to: paving over the manholes, covers being bolted down, or structures being buried in vegetated areas. The CONSULTANT will provide and maintain a list on the SharePoint Site, including sketches and field notes to the CITY identifying limited access structures. Additional effort outside site visits and coordination required to access any inaccessible structures will be handled through Task 6 (Additional Services). Outstanding inaccessible structures will be included in the Final Report with the reason for inaccessibility.
- 100.1.9.f Collection and Conveyance Facility Inspections: This contract phase provides for the inspection of up to 50,100 linear feet (up to 12,000 LF of 33-inch diameter and larger) of collection and conveyance facilities in the form of pipelines, open channels (lined and natural), and box culverts. All inspections will be performed by NASSCO-PACP certified technicians. Pipeline segments will be inspected via robotic Closed-Circuit Television (CCTV) Video IBAK Panorama equipment. Inspections will begin and end at the center of the manhole lid or cover wherever possible. Video of the CCTV inspection (in electronic format) and inspection logs will be prepared for each pipe segment inspected. A segment will be defined as the length of pipeline, channel, or box culvert between structures or at a change in collection or conveyance type (i.e., pipe to open channel) or as agreed by CITY and CONSULTANT. Deliverables will include an .ipf file, the accompanying "360" viewer and inspection logs for each sewer line segment inspected. The CITY will have access to inspection logs, pictures, etc. throughout the duration of the project by removable USB hard drive on an as requested basis. Any facilities not suitable for CCTV inspection (i.e. open concrete channels) will be visually inspected and assessed during the pre-inspection walkthrough."

In general, the CONSULTANT will attempt to access storm drain segments from structures requiring minimal traffic control. In the event major or long-term traffic control is needed, the CONSULTANT will notify the CITY. Payment for major traffic control will be through Task 6 (Additional Services). Payment for additional storm drain segment inspections performed (beyond the storm drain facilities included in the basic contract) will be as through Task 6 (Additional Services).

- 100.1.9.g** As-Built Research: During the Structure and Collection and Conveyance Facility Inspections, CONSULTANT will research as-built drawings that are accessible through the City's website. CONSULTANT will edit and populate the GIS with diameters, materials, locations, etc. from comparisons with the CCTV and the record drawings. CITY will provide assistance locating as-builts in difficult areas, at the request of the CONSULTANT.

Where record drawings are not available, CONSULTANT will populate the attributes based on observed field conditions. A log of facilities that do not have as-builts will be maintained on the SharePoint Site. City will provide any as-builts that are available for facilities based on the log on the SharePoint Site.

As-built drawing numbers will be an attribute in the deliverable GIS.

100.1.10. Review of Field Inspections

- 100.1.10.a** Collection and Conveyance Facility CCTV Review: The CONSULTANT, using NASSCO certified reviewers, will review all CCTV inspections of the storm drain conveyance facilities. Each inspection will be reviewed to determine if information has been collected, defects are coded correctly, and to evaluate the existing condition of the facility.

- 100.1.10.b** Collection and Conveyance Facility Defect Logs: The CONSULTANT will prepare defect logs during the CCTV review which records defects identified. Defect logs will include photographs of defects and applicable as-built information. Field inspection data and defect logs will be included in an appendix of the Yearly Report.

- 100.1.10.c** Collection and Conveyance Condition Assessment: Based on the identified defects, the condition of the storm drain segment will be assessed using most severe and/or total defects. The condition grade of the channel, box culvert, or pipeline will be set based on the following for structural and operational defects:

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

Rating	Condition	Condition Rating for Operational Defect Severity	Implication
1	Excellent	Minor Defects	Pipeline capacity unlikely compromised in the foreseeable future
2	Good	Defects that have not begun to deteriorate	Pipe capacity likely to be reduced by 5-10%

3	Fair	Moderate defects that will continue to deteriorate	Pipe capacity likely to be reduced by 10-20%
4	Poor	Severe defects that will become Grade 5 defects within the foreseeable future	Pipe capacity being reduced by 25% or more and may require cleaning to prevent loss of flow
5	Immediate Attention	Defects requiring immediate attention	Pipe capacity being reduced by 25% or more and requires cleaning to restore proper flow

100.1.10.d Structures CCTV Review: The CONSULTANT, using a NASSCO-MACP certified reviewer, will review the video or pictures for each manhole, inlet box, and/or junction box inspected. Each inspection will be reviewed to determine that information has been collected to evaluate the existing condition of the structure.

100.1.10.e Structures Defect Logs: The CONSULTANT will prepare defect logs during the picture and data review to identify and record the defects identified. Figures of each individual structure with as-built and structure measurement information will be developed and included in the appendices of the report. Photograph logs will be in the report to document defects. Defect logs will be presented in a table format in the Yearly Report. This table will summarize the findings of the field inspection and defect logs. Field inspection reports and defect logs will also be included in the appendix of the Yearly Reports.

100.1.10.f Structures Condition Assessment: Based on identified defects, the condition of each structure will be assessed utilizing the most severe and/or total defects. The condition grade of each structure will be based on the following for structural and operational defects:

Rating	Condition	Condition Rating for Defect Severity	Implication
1	Excellent	No noticeable Defects	Failure unlikely in the foreseeable future
2	Good	Minor Defects	Failure unlikely for at least 20 years
3	Fair	Moderate defects that will continue to deteriorate	Failure unlikely for 10 to 20 years
4	Poor	Severe defects that will become Grade 5 defects within the foreseeable future	Failure likely in 5 to 10 years
5	Immediate Attention	Defects requiring immediate attention	Failed or will likely fail within the next five years

Rating	Condition	Condition Rating for Operational Defect Severity	Implication
1	Excellent	No noticeable Defects	Structure capacity unlikely compromised in the foreseeable future
2	Good	Minor Defects	Structure capacity likely to be reduced 5-10%
3	Fair	Moderate defects that will continue to deteriorate	Structure capacity likely to be reduced by 10-20%
4	Poor	Severe defects that will become Grade 5 defects within the foreseeable future	Structure capacity being reduced by 25% or more and may require cleaning to prevent loss of flow
5	Immediate Attention	Defects requiring immediate attention	Structure capacity being reduced by 25% or more and requires cleaning to restore proper flow

100.1.11. Condition Assessment Reporting

100.1.11.a Progress Report: The CONSULTANT will prepare and submit two hard copies and one electronic .pdf (via SharePoint site) of the progress report summarizing the results of the preliminary condition assessment, quantity of pipe inspected in feet and the number of structures inspected to date, including cataloging of structural and operational defects identified and display maps. There will be one progress report, submitted per the project schedule.

100.1.11.b Yearly Report: The CONSULTANT will prepare a draft Yearly Report, including general repair costs, recommendations, or other specific information relating to the execution of this contract. Two hard and one electronic .pdf copies of the Draft Yearly Report and two hard and one electronic .pdf copies of the Final Yearly Report will be delivered to the CITY. The electronic copy, of the Final Yearly Report, will include pipeline and manhole inspection reports as an appendix. Included with the final deliverable will be a portable hard drive including pipeline and manhole inspection reports and videos included in the project. The CITY will have three weeks to review the Draft Yearly Report and submit any comments for incorporating by the CONSULTANT into the final draft of the Yearly Report.

100.1.12. Geographic Information System (GIS) Services

100.1.12.a Field Data Addition to Existing Database: Prepare an updated GIS database based on information obtained from the field walk through, as-built drawings and CCTV inspections. It is anticipated that more than 50% of the CITY's GIS will need revisions based on field data.

100.1.12.b GIS Deliverable: Develop and integrate GIS attributes which correctly reference and display field data, populating the CITY's GIS attribute. Modify GIS attributes, within project limits, to conform to CITY standards, which correctly reference and display pipe segment lengths, interconnectivity and manhole configurations.

Perform dynamic segmentation and hyperlink videos or photographic images, and inspection reports to their respective segments and structures in the provided GIS database. The files and maps supporting hyperlinks will be user interactive.

CCTV Videos will be linked to each facility and included on the deliverable hard drive. The naming convention on the videos will be |StartMH|-|FinishMH|-|InspectionDate| for pipe videos and |StructureID|-|InspectionDate| for structures. For structures that have multiple pipes between them, a sequential letter will be added to the end of the sets of pipe video names to differentiate them.

100.1.12.c Final QA/QC and Delivery: Perform the final quality assurance and quality control reviews. Transfer finalized data, videos, and pictures to an external hard drive in the format required by the CITY for inclusion into their GIS database. The updated GIS database will be submitted two weeks after the Final Yearly Report.

GIS deliverables will be compatible with the latest version of ESRI ArcGIS shapefile format used by the CITY.

100.1.13. Storm Drain Additional Services

The CONSULTANT will provide any or all the following, in accordance with the unit rates as identified below. All Additional Services must be authorized in writing by the CITY:

100.1.13.a Permits: The CONSULTANT may assist with obtaining necessary permits from the governing agencies which apply to this scope of work, including traffic control, allowable work hours and other provisions the agencies impose. The CONSULTANT may pay permit fees out of funds allocated for this Task.

100.1.13.b Inspections and Assessment: The CONSULTANT may inspect and evaluate additional pipe segments and/or structures inspections and evaluations according to the same requirements and standards as defined in the basic contract.

100.1.13.c Survey Services: The CONSULTANT may conduct additional survey of structures having insufficient data collected during the field inspection. These services may include additional field measurements of structures.

100.1.13.d Inaccessible Structures: The CONSULTANT may perform additional work required to provide access to structures paved over, buried or are otherwise inaccessible.

100.1.13.e Major Traffic Control: In general, the CONSULTANT will attempt to access storm drain from structures requiring minimal traffic control and during low flow conditions. However, it is possible certain facilities in the scope of work may require more traffic control than anticipated in order to complete a proper field inspection.

100.1.13.f Heavy Cleaning/Debris Removal Fees: It is anticipated certain pipeline segments will require additional debris removal than what is provided by the CITY. While performing the CCTV inspection, the CONSULTANT will identify pipe segments requiring additional cleaning and will notify the CITY.

100.1.13.g Engineering Services: The CITY may request the CONSULTANT perform additional miscellaneous engineering services not defined in the subtasks above or in the Scope of Basic Services. These services may include, but are not limited to, emergency design, inspection, construction management, additional confined space entry, potholing and by-pass pumping. The CITY may request CONSULTANT to perform any engineering tasks for which it is qualified, which would enhance the work being performed as part of this contract, or which require immediate remediation due to consequences of failure.

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

100.2. SUBCONTRACTS

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

100.3. REGULATORY AUTHORITIES

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

100.4. ONLINE PROJECT MANAGEMENT SOFTWARE

100.4.1. MASTERWORKS Software. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

100.4.2. The City shall provide:

100.4.2.a A limited training manual for the MASTERWORKS software and a maximum of two hours of MASTERWORKS software training for up to four people at the City's offices.

100.4.2.b The cost of any software licenses required by the MASTERWORKS software manufacturer or distributor.

100.4.2.c User accounts for Consultant's access to the MASTERWORKS software.

100.4.3. The Consultant shall provide:

100.4.3.a Training of Consultant personnel required to utilize the MASTERWORKS software, except as provided by the City above.

100.4.3.b Information using the forms, screen views, and information fields provided in the software and training materials.

100.4.3.c Electronic notification in the MASTERWORKS software of any submittals that cannot be transmitted electronically, such as material samples.

100.4.3.d Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.

100.4.3.e Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MASTERWORKS software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.

100.4.3.f Frequent monitoring of the MASTERWORKS software.

100.4.4. Documents approved in the MASTERWORKS software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MASTERWORKS software to provide approvals, and no excuse will be entertained by the City for unauthorized MASTERWORKS software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MASTERWORKS approvals, upon City request.

END OF EXHIBIT "A"

EXHIBIT B REQUIRED SUBMITTALS

200 GENERAL

200.1. For the services set forth in Exhibit “A” (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

200.1.1. Phase 100 – Sanitary Sewer Project Management

200.1.1.a Monthly invoicing for work completed the month prior

200.1.1.b Project schedule and updates to the schedule

200.1.1.c Meeting agenda and minutes for the kickoff meeting and progress meetings

200.1.2. Phase 500 – Sanitary Sewer Condition Assessment Reporting

200.1.2.a Progress Reports (4)

200.1.2.b Draft Yearly Report

200.1.2.c Final Yearly Report

200.1.3. Phase 600 – Sanitary Sewer GIS Services

200.1.3.a GIS Deliverable

200.1.3.b CCTV Data

200.1.4. Phase 800 – Storm Drain Condition Assessment Program

200.1.4.a Monthly invoicing for work completed the month prior

200.1.4.b Project schedule and updates to the schedule when changes are made, up to 3 schedule changes

200.1.4.c Meeting agenda and minutes for the progress meetings

200.1.4.d Progress Report

200.1.4.e Draft Yearly Report

200.1.4.f Final Yearly Report and separate summary sheet for structural and operational defect rating 5 along with corresponding location map

200.1.4.g GIS Deliverable

200.1.4.h CCTV Data

200.1.5. All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency.

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

END OF EXHIBIT “B”

EXHIBIT C PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

300.1. The start date for the Consultant's scope of services shall be, without any further notice requirement, the Effective Date of this Contract. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

300.2. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Contract. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

301 SCHEDULE OF SERVICES

301.1. For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Project Management	311 Days	Includes 3 week City review period.
Inspection of Pipelines and Manholes	210 Days	Occurs concurrently throughout project..
Location of Service Laterals	240 Days	Occurs concurrently throughout project.
Review of Field Inspections	150 Days	Occurs concurrently throughout project.
Condition Assessment Reporting	201 Days	Includes 3 week City review period for all reports. Occurs concurrently throughout project.
GIS Services	265 Days	Occurs concurrently throughout project.
TOTAL	311 Days	

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1. The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed \$4,002,556.57. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit “D” (Fee Breakdown).

401 BASIC SERVICES PAYMENT

401.1. The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 3.26, plus approved non-salary expenses identified in Section 7.C, Section 7.D, and Exhibit E based on the Consultant’s acceptable completion of the Scope of Services per individual task. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit “D” (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown unless the City Representative so authorizes in writing.

Basic SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	\$3,702,556.57	

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN		
TASK	DESCRIPTION	Task Amounts
100.1.1	Project Management	
100.1.1.a	Management	\$ 82,980.04
100.1.1.b	Monthly Invoicing	\$ 12,683.36
100.1.1.c	Kick-Off Meeting	\$ 10,289.81
100.1.1.d	Progress Meetings	\$ 24,829.35
100.1.1.e	Miscellaneous Meetings	\$ 7,773.73
100.1.1.f	Quality Assurance Reviews	\$ 60,112.67
100.1.1.g	Coordination	\$ 62,213.34
100.1.1.h	Overall Project Schedule	\$ 5,733.23
100.1.1.j	SharePoint Site	\$ 15,528.97
		\$ -
100.1.1	Subtotal Hours	1,458
100.1.1	Subtotal Fee	\$ 282,144.50
100.1.2	Inspection of Pipelines & Manholes	
100.1.2.a	Pre-Inspection Walk Through	\$ 56,392.54
100.1.2.b	Inaccessible Manholes	\$ 5,017.79
100.1.2.c	Confined Space Manholes	\$ 17,625.35
100.1.2.d	Pipe Cleaning	\$ 631,587.02
100.1.2.e	Manhole Inspections	\$ 289,709.88
100.1.2.f	Pipeline Inspections	\$ 654,709.88
		\$ -
100.1.2	Subtotal Hours	1,061
100.1.2	Subtotal Fee	\$ 1,655,042.47
100.1.3	Location of Service Laterals	
100.1.3.a	Locate Manholes - Survey	\$ 120,325.82
100.1.3.b	Lateral Location QA - Potholing	\$ 47,357.36
		\$ -
		\$ -
100.1.3	Subtotal Hours	192
100.1.3	Subtotal Fee	\$ 167,683.18
100.1.4	Review of Field Investigations	
100.1.4.a	Pipeline Coding	\$ 247,242.65
100.1.4.b	Pipeline Assessment	\$ 164,091.61
100.1.4.c	Manhole Coding	\$ 210,458.21
100.1.4.d	Manhole Assessment	\$ 161,582.75
		\$ -
		\$ -
100.1.4	Subtotal Hours	7,038
100.1.4	Subtotal Fee	\$ 783,375.21
100.1.5	Condition Assessment Reporting	
100.1.5.a	Progress Reports	\$ 10,337.59
100.1.5.b	Yearly Report	\$ 23,592.23
		\$ -
		\$ -
100.1.5	Subtotal Hours	232
100.1.5	Subtotal Fee	\$ 33,929.82
100.1.6	GIS Services	
100.1.6.a	Addition of Field Data	\$ 95,747.24
100.1.6.b	GIS Discrepancies	\$ 104,716.91
100.1.6.c	Locate Service Laterals	\$ 24,005.08
100.1.6.d	Preparation of GIS Deliverable	\$ 35,830.58
100.1.6.e	Final QA/QC and Delivery	\$ 20,292.98
		\$ -
100.1.6	Subtotal Hours	1,449
100.1.6	Subtotal Fee	\$ 280,592.78

	Storm Drain Assessment	
100.1.8	Storm Drain Project Management	
100.1.8.a	Management	\$ 9,318.71
100.1.8.b	Invoices	\$ 14,214.84
100.1.8.c	Kickoff Meeting	\$ 2,291.52
100.1.8.d	Progress Meetings	\$ 8,786.68
100.1.8.e	QA Reviews	\$ 13,289.06
100.1.8.f	Coordination	\$ 12,065.26
100.1.8.g	Overall Schedule	\$ 3,696.97
		\$ -
		\$ -
		\$ -
100.1.8	Subtotal Hours	360
100.1.8	Subtotal Fee	\$ 63,663.04
100.1.9	Storm Drain Physical Inspection	
100.1.9.a	Pre-Inspection Walk Through	\$ 30,434.18
100.1.9.b	Permits	\$ 16,691.48
100.1.9.c	Structure Inspections	\$ 34,470.61
100.1.9.d	Survey Coordinates	\$ 25,097.59
100.1.9.e	Inaccessible Structures	\$ 2,630.82
100.1.9.f	Collection and Conveyance Inspections - 33" & Over	\$ 22,630.82
100.1.9.f	Collection and Conveyance Inspections - 30" & Under	\$ 42,876.64
100.1.9.g	As-Built Research	\$ 25,340.63
		\$ -
		\$ -
100.1.9	Subtotal Hours	624
100.1.9	Subtotal Fee	\$ 200,172.77
100.1.10	Storm Drain Review of Field Inspections	
100.1.10.a	Pipeline Review & Coding	\$ 30,958.52
100.1.10.b	Pipeline Defect Logs	\$ 7,739.63
100.1.10.c	Pipeline Condition Assessment	\$ 15,479.26
100.1.10.d	Structure Review & Coding	\$ 31,791.52
100.1.10.e	Structure Defect Log	\$ 7,871.95
100.1.10.f	Structure Condition Assessment	\$ 15,840.86
100.1.10	Subtotal Hours	1,103
100.1.10	Subtotal Fee	\$ 109,681.75
100.1.11	Condition Assessment Reporting	
100.1.11.a	Progress Report	\$ 4,957.35
100.1.11.b	Yearly Report	\$ 19,907.06
		\$ -
		\$ -
		\$ -
100.1.11	Subtotal Hours	168
100.1.11	Subtotal Fee	\$ 24,864.41
100.1.12	GIS Services	
100.1.12.a	Field Data Addition to Database	\$ 62,305.32
100.1.12.b	GIS Deliverable	\$ 23,964.42
100.1.12.c	Final QA/QC and GIS Deliverable	\$ 15,136.90
		\$ -
		\$ -
100.1.12	Subtotal Hours	522
100.1.12	Subtotal Fee	\$ 101,406.64
	Total Basic Services Hours	14,207
	Total Basic Services Fee	\$ 3,702,556.57

402 ADDITIONAL SERVICES ALLOWANCE

402.1. A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2. Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).

402.3. The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Table D-2 and Exhibit "E" (Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

402.4. Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$300,000.00	Permits, Inspections and Assessment, Survey Services, Inaccessible Manholes, Major Traffic Control, Heavy Cleaning/Additional Debris Removal Fees, Engineering Services. Includes \$50,000 additional services for Storm Drain Assessment

EXHIBIT D-2: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
100.1.7	SANITARY SEWER ADDITIONAL SERVICES	
100.1.7.a	Permits	\$ 10,000.00
100.1.7.b	Inspections and Assessment	\$ 50,000.00
100.1.7.c	Survey Services	\$ 10,000.00
100.1.7.d	Inaccessible Manholes	\$ 20,000.00
100.1.7.e	Major Traffic Control	\$ 25,000.00
100.1.7.f	Heavy Cleaning/Additional Debris Removal Fees	\$ 50,000.00
100.1.7.g	Confined-Space Manhole Inspection	\$ 15,000.00
100.1.7.h	Engineering Services	\$ 70,000.00
100.1.13	STORM DRAIN ADDITIONAL SERVICES	
100.1.13.a	Permits	\$ 2,000.00
100.1.13.b	Inspections and Assessment	\$ 13,000.00
100.1.13.c	Survey Services	\$ 2,000.00
100.1.13.d	Inaccessible Structures	\$ 4,000.00
100.1.13.e	Major Traffic Control	\$ 5,000.00
100.1.13.f	Heavy Cleaning/Debris Removal Fees	\$ 10,000.00
100.1.13.g	Engineering Services	\$ 14,000.00
	Total Additional Services - Hours	
	Total Additional Services - Fee	\$ 300,000.00

END OF EXHIBIT "D"

EXHIBIT E COMPENSATION

500 CONSULTANT HOURLY RATES

500.1. The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.C and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE*
Project Manager	\$45
Project Assistant	\$45
Managing Engineer	\$100
Senior Engineer	\$64
Engineer II	\$39
Engineer I	\$32
Senior Eng/Op Tech	\$55
Eng/Op Tech II	\$28
Eng/Op Tech I	\$26
Senior IT Analyst/Developer	\$60
IT Analyst/Developer	\$67

***The City will not reimburse for overtime rates**

501 ADDITIONAL SERVICES RATES

501.1. The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Contract.			\$0
			\$0
			\$0

501.2. These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

501.3. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.4. The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

502 REIMBURSABLE EXPENSES

502.1. The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Data Management, \$2000 – This is for the direct costs Consultant incurs for the data management associated with this project: SharePoint hosting, Fulcrum and field data tablet plan
Travel, \$22000 – This is for the travel for Consultant team members to meet in Las Vegas one time to kick-off the project; the travel for Consultant team members required to obtain licensures; the travel of the project manager to travel to Las Vegas monthly for progress meetings and once for confined space entry. The monthly travel of the project manager does not include lodging.
Licensure, \$5000 – This is for Consultant team members to complete the required training to keep their NASSCO PACP, MACP, LACP certifications up-to-date and new Consultant team members to obtain their certifications. Consultant team members assessment work is 100% to this project or the fees will be deducted accordingly.

Dongles & Equipment, \$24000 – This is for the purchase of one dongle within this project contract that will be 100% committed to this project assessment work and equipment that is needed for the field activities: rental truck, golf cart, lifting tools, gas monitor, etc.

502.2. For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3. Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4. If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

502.5. Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

502.6. Should travel and per diem expenses be so authorized by the City:

502.6.1. Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2. Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

502.6.3. Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4. Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

**EXHIBIT F
KEY PERSONNEL LIST**

600 CITY PERSONNEL

600.1. CITY REPRESENTATIVE: Tim Parks, P.E.

600.2. CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, P.E.

601 CONSULTANT'S PROJECT STAFF

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

601.1. CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Marco Velarde, P.E.

601.2. CONSULTANT REPRESENTATIVE'S SUPERVISOR: Jon Osborne, P.E.

601.3. TECHNICIAN: Esther Franco, P.E.

601.4. CLERICAL: Karen McKinney

601.5. RESPONSIBLE IN CHARGE PERSON*: Marco Velarde, P.E.

*List name of individual Architect, individual Engineer, or Contractor company name as licensed:

601.6. IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER : Nevada Professional Engineer License No. 29005 Civil

*List Architect, Engineer, or Contractor license number:

END OF EXHIBIT "F"

Contract No. 240087-DD

Year 14 of the Small Diameter Pipeline Assessment Program: 15 Year Cycle

EXHIBIT "G"
EXAMPLE INVOICE

Contract No. 240087-DD
Year 14 of the Small Diameter Pipeline Assessment Program: 15 Year Cycle

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

Project Name:
Contract No.:
Purchase Order No.:
Hansen #:
Invoice Number
Period of Performance for this Pay Request:
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
1	Conceptual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Conceptual				\$0.00	\$0.00			
2	Schematic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Schematic				\$0.00	\$0.00			
3	Design Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Design Development				\$0.00	\$0.00			
4	90% Construction Documents	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	90% Construction Documents				\$0.00	\$0.00			
5	100% Construction Documents	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	100% Construction Documents				\$0.00	\$0.00			
6	Bidding Phase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Bidding Phase				\$0.00	\$0.00			
7	Construction Phase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Construction Phase		\$0.00		\$0.00	\$0.00			
8	Post-Construction Phase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Post-Construction Phase		\$0.00		\$0.00	\$0.00			
					\$0.00	\$0.00			
	Not-to-Exceed Total Basic Services Fee	\$0.00	\$0.00						

Additional Services Allowance:									
ASR#	Total Additional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
1	0				\$0.00	\$0.00			
2	0				\$0.00	\$0.00			
3	0				\$0.00	\$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	\$0.00	\$0.00	
Authorized Additional Services:	\$0.00	\$0.00	
Unauthorized Additional Services Remaining:		\$0.00	
TOTAL AMOUNT OF INVOICE:		\$0.00	

Total PO Amount:	\$0.00
Total Contracted Amount:	\$0.00
Total Billed to Date:	\$0.00
PO Balance:	\$0.00
Contract Balance:	\$0.00

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

EXHIBIT "H"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS**1. Definitions**

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Brown and Caldwell	
Address: 8337 W. Sunset Rd, Ste 310	City / ST / Zip: Las Vegas, NV 89113
Telephone: (702) 938-4080	EIN or DUNS : 02-916-4357
Block 2: Description / Subject Matter of Contract	
Services for: Year 14 of the Small Diameter Pipeline Assessment Program: 15 Year Cycle	Project Number:

Block 3: <u>Type of Business</u> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:

CERTIFICATE · DISCLOSURE OF OWNERSHIP/PRINCIPALS**1. Definitions**

"City" means the City of Las Vegas.

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

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

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

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Block 3: Type of Business	

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

CERTIFICATE- DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Richard D'Amato/Chief Executive Officer	1527 Cole Blvd Ste 300, Lakewood, CO 80401	303-239-5423
2	Euan Finley/Chief Operating Officer	1527 Cole Blvd Ste 300, Lakewood, CO 80401	720-923-2063
3	Robert Goodson/General Counsel	201 N Civic Drive Ste 300, Walnut Creek, CA 94596	925-210-2278
4	Amy Fairbank/Chief Financial Officer	1527 Cole Blvd Ste 300, Lakewood, CO 80401	303-968-2003
5	Tim Block/Vice President	370 Wabasha Street North, Ste 500, Saint Paul, MN 55102	651-468-2041
6	Wendy Braley/Chief Technical Officer	451 A Street, Ste 1500, San Diego, CA 92101	858-571-6712
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals -Alternate

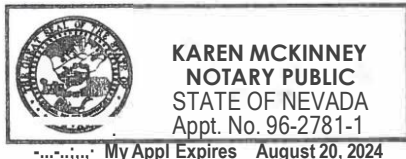
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

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

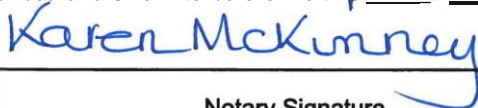



Signature

10/4/2023

Date

Subscribed and sworn to before me this 4th day of October, 2023.


Notary Signature