

## PRIME DESIGN SERVICES CONTRACT FOR WPCF LAB AND LAB EXPANSION PROJECT

**THIS CONTRACT** is made and entered into this \_\_\_\_\_, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **HDR ENGINEERING, INC.**, (the "Consultant"), **A Nebraska Corporation**. (LLC, CORP), whose address is **6750 VIA AUSTI PARKWAY, SUITE 350, LAS VEGAS, NV 89119**.

**PROJECT DESCRIPTION:** The Water Pollution Control Facility (WPCF) Lab and Lab Expansion project will design renovations to the existing WPCF Lab Facility and design a new lab facility. The new lab facility will be located just south of the existing facility and will be connected via an enclosed walkway. The renovation and expansion will provide lab service redundancy.

### WITNESSETH:

WHEREAS, the City intends to construct the WPCF Lab and Lab Expansion Project (herein the "Project"); and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires 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 in Sections One through Ten hereof:

### 1.0 CONSULTANT RESPONSIBILITIES

- 1.1 Description of Consultant's Services.** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached hereto and incorporated herein as a part of this 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.
- 1.2 Performance Standards.** 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.
- 1.3 Document Review.** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and 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.

- 1.4 Waiver.** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this 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.
- 1.5 Designation of Consultant's Representative.** The Consultant's representative is the individual identified in the Key Personnel List, Exhibit "F" attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this 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.

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 any additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this 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.

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.

- 1.6 Correspondence Review.** 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.
- 1.7 Cooperation with the City.** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this 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.
- 1.8 Responsibility for Construction Document Revisions**
- 1.8.1 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.
- 1.8.2 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 3.2.

## 2.0 CITY RESPONSIBILITIES

- 2.1 City Representative.** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this 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 10.24 of this Contract.
- 2.2 Review of Consultant's Services and Documents.** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.
- 2.3 Access to Records.** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this 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.
- 2.4 Cooperation with Consultant.** 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.

### 3.0 CHANGES TO CONSULTANT'S SERVICES

- 3.1 Requested Changes.** 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.
- 3.2 Adjustment of Compensation.** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this 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 10.20.2 and 10.20.3 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.

### 4.0 ADDITIONAL SERVICES OF CONSULTANT

- 4.1 Additional Services.** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.
- 4.2 Attendance at Meetings or Public Hearings.** The Consultant shall notify the City in advance of any estimated additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

### 5.0 SUBCONSULTANT CONTRACT

- 5.1 Subconsultant Provisions.** 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:
- 5.1.1** 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,
  - 5.1.2** the subconsultant shall have no more rights against the City than that of the Consultant,
  - 5.1.3** 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
  - 5.1.4** 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.

## 6.0 TERM OF CONTRACT

- 6.1 Term.** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed 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.
- 6.2 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.

## 7.0 COMPENSATION AND TERMS OF PAYMENT

- 7.1 Compensation: Basic Services.** 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 7.2 plus City approved reimbursable expenses identified in Section 7.4. 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 7.5 of this Contract.
- 7.2 Multiplier. 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 7.4 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.
- 7.3 Compensation: Additional Services.** 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.
- 7.4 Compensation: Reimbursable Expenses.** 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.
- 7.5 Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and

Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

**7.6 Right to Off-Set.** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. 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. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

**7.7 Final Payment.** 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.

## **8.0 PERFORMANCE SCHEDULE**

**8.1 Performance Schedule.** 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.

## **9.0 AUDIT: ACCESS TO RECORDS**

**9.1 Records.** 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.** 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.** 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.** 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.

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Suspension.** 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:

- 10.1.1** the Consultant was not a contributing cause for the suspension,
- 10.1.2** the Consultant has not received an equitable adjustment under another provision of this Contract, and
- 10.1.3** 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.** 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.

- 10.3.1 Default.** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

- 10.3.1.1** defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
- 10.3.1.2** (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
- 10.3.1.3** allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

**10.3.1.4** fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

**10.3.2.1** 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 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,

**10.3.2.2** 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

**10.3.2.3** 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 10.3.1.2 (i) above, 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 Ownership of Documents**

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.

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.

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.

##### **10.4.1 Delivery of Documents.**

**10.4.1.1** 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.

**10.4.1.2** 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.

**10.4.2 Confidentiality.** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this 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.

**10.4.3 Contractual Rights.** Notwithstanding the provisions of 10.4.2 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, the 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):

**10.5.1 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.

**10.5.2 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.

- 10.5.3 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.
- 10.5.4 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.
- 10.5.5** 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.
- 10.5.6** 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 a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".
- 10.5.7** 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.
- 10.5.8** 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.
- 10.5.9 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.**
- 10.5.10** 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 and, if permitted, assess liquidated damages, 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.
- 10.5.11** 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.
- 10.5.12** The Consultant is encouraged to purchase any additional insurance it deems necessary.

**10.5.13** 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.

**10.5.14 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**

**10.6.1 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 Indemnitees 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 Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees 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.

**10.6.2 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.** 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.** 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.** The Consultant hereby represents and warrants that:

- 10.9.1** 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,
- 10.9.2** 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,
- 10.9.3** 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
- 10.9.4** 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.** 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.** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**10.12 Applicable Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

*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.** 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.** 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.** 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.

**10.15.1 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.

**10.15.2 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.

**10.15.3 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 ("NPRS") and that

certain Confidential Information may be subject to the NPRA. 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 NPRA; (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.** 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.** 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.** 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.** 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**

**10.20.1 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 3.2 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 10.20.3 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 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

**10.20.2 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 10.20.1 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 10.20.3. 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.

**10.20.3 Resolution by Mediation.** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, 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.

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

**10.23 Exhibits.** 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.** 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.

**10.25 Contract Version.** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

**CITY OF LAS VEGAS**

**CONSULTANT**

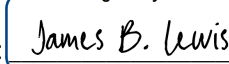
By: \_\_\_\_\_  
Tonya Kemble, Manager, Purchasing & Contracts

By: \_\_\_\_\_  
CONSULTANT NAME, TITLE

**ATTEST**

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC  
City Clerk

**APPROVED AS TO FORM**

By:  \_\_\_\_\_ 3/6/2024 | 2:24 PM PST  
Deputy City Attorney

## **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 GENERAL INFORMATION

100.1 Project Understanding

The objective of this project is to design an approximately 8,000 gross square foot new lab building at the City of Las Vegas Water Pollution Control Facility just south of the existing 10,000 gross square foot lab with an enclosed and conditioned connection to the existing lab building. The intent is for lab services to move into the new lab building while the existing lab building is subsequently renovated. When the project is complete the existing lab building, and new lab building, will function together as a unit.

Included in the project scope will be renovations of the existing lab building after it is vacated, resulting in a two phased construction program. The design of both the new lab building and existing lab building renovation is to be included in a single design and construction project. The construction will be phased so that the renovation takes place after the new lab building is complete and the existing lab buildings functions have been relocated.

HDR understands that there is a construction budget of approximately \$8 million. Drawing from experience on past projects of this type and complexity, HDR estimates the construction cost of the new lab building to be between \$10.2 and \$10.6 million, and the construction cost for renovation of the existing lab building to be between \$7.0 and \$7.5 million, bringing the estimated construction cost in the range of \$17.2 to \$18.1 million.

The anticipated project schedule at this point for design is from September 2023 through June 2024, with construction anticipated in two phases from October 2024 through May 2026.

100.2 Project Schedule

HDR will provide consulting and design services in eight phases as follows:

Task 101.	Preliminary and General Items .....	Concurrent with all services
Task 102.	Programming and Conceptual Design (PCD).....	8 weeks
Task 103.	Schematic Design (SD) .....	8 weeks
Task 104.	Design Development (DD) .....	10 weeks
Task 105.	Construction Documents (CD).....	12 weeks
Task 106.	Bidding Support Services .....	12 weeks
Task 107.	Construction Phase Support.....	18 months
Task 108.	Post Construction Services .....	4 weeks

100.3 Assumptions, Clarifications, and Exclusions

This section addresses assumptions, clarifications, and exclusions with respect to the Scope of Services to be provided in the project.

A. The new lab building will be limited to / focused on the provision of lab and lab support spaces only, as well as the necessary direct support for mechanical, plumbing, electrical, restroom(s) and other building support spaces for the lab and lab support functions housed in the new building. It is assumed that all current laboratory spaces will be moving into the new wing.

B. The link between the existing and new lab buildings will be fully enclosed / conditioned space.

C. All office and related workplace spaces (administrative, conference rooms, copy/mail room, data entry bullpen space, kitchen/break room) are to remain in the existing lab building envelope. While the existing building is being renovated in Phase 2 of construction, temporary office space may be made available by temporary trailer accommodation, to allow renovation of existing office and related workplace spaces in the existing building concurrent with renovations of the labs vacated by moving into the new lab building. Temporary trailer and utility connections to be provided by others.

D. It is assumed that the Sample Receiving and associated Environmentally Controlled Room will be relocated to the new lab building.

E. It is assumed that the Central Glasswash Room will continue to be used for all lab glassware processing, and that there will not be a change to a “distributed model” with local under-counter glassware washers.

F. For the MicroBio Lab, it is assumed that this space will have its own autoclave(s) for sterilization

G. There will be no boat storage/parking scope element in the new lab building.

H. Las Vegas WPCF shall provide support information as required for the design team to evaluate and verify capacity of the existing site and building infrastructure systems (chilled water, steam, power, controls, electrical, etc.) for new work.

- I. Las Vegas WPCF shall provide, if available, electronic copies in AutoCAD and/or PDF format of relevant existing building architectural, structural, mechanical, and electrical drawings for reference at the time of Notice to Proceed. Creating electronic as-built drawings for the existing building is not included in the scope of work. This may be provided as an additional service if formally requested.
- J. This proposal excludes any allowance for hazardous materials (i.e. asbestos, lead paint, etc.) inspections or abatement in the existing building.
- K. Signage design is not included. Specialty / donor signage design is not included. These may be provided as an additional service if formally requested.
- L. Multiple design packages or feasibility studies not currently defined in scope are not included. These may be provided as an additional service if formally requested.
- M. Specialty acoustic work to mitigate off-site environmental noise is not included. These may be provided as an additional service if formally requested.
- N. Initial site investigation and condition assessment will be based on the structure that is currently visible and what is known from the original drawings. This condition assessment is not intended to address any aspects of structure not visible.
- O. Design of off-site or public improvements is not included. These may be provided as an additional service if formally requested.
- P. Exhibits, right-of-way or easement dedications, legal descriptions, construction staking or as-built surveys, ALTA surveys, lot splits, or re-plats is not included.
- Q. Traffic studies and environmental investigations are not included. These may be provided as an additional service if formally requested.
- R. Utility pot holing or blue-stake underground utility marking request/coordination are not included.
- S. Environmental permitting requirements, including air or waste discharge permitting are not included.
- T. Special inspection and testing services are not included in this scope of work.
- U. Construction site visits for mechanical, plumbing, electrical, and site civil disciplines will be limited to only major milestones of construction. Assume a total of eight site visit trips at eight hours each for these disciplines over the entire duration of construction.
- V. Permit fees and special inspections fees are not included.
- W. HDR will use City specifications supplemented by HDR master specifications for this project.
- X. HDR drawings will be laid out on 24"x 36" sheets.
- Y. All drawings for this project will be produced in Revit (BIM model) and use the City's provided AutoCAD files for locations of buried utilities and new survey for location of above-ground features.
- Z. HDR will follow City CAD Standards for all drawings.
- AA. The proposed scope does not include any photorealistic renderings, virtual reality animations or fly-throughs. These may be provided as an additional service if formally requested.
- BB. LEED (or other green building programs) documentation or certification is not included. These may be provided as an additional service if formally requested.
- CC. Commissioning is not included. These may be provided as an additional service if formally requested.
- DD. Energy consumption and/or life cycle cost analysis or modeling is not included. This may be provided as an additional service if formally requested.
- EE. Computational fluid dynamics (CFD) modeling of any air/water systems is not included. These may be provided as an additional service if formally requested.
- FF. Power systems studies such as but not limited to short circuit, protective device coordination, arc flash hazard, load flow, and harmonic analysis are not included in the scope of work. These studies may be provided as additional services, if formally requested.
- GG. It is assumed that the new lab building will be sprinklered for fire safety purposes and that the system water supply is adequate for meeting flow and pressure requirements. The design of potable water capacity improvements is not included in this scope.

#### 100.4 Basic Compensation

HDR's fee proposal is based upon an estimate of the labor hours and other direct expenses required to deliver the services described in the Project Understanding, Scope of Services, Project Schedule, and Clarifications and Exclusions as defined in Sections 1 through 4 above.

For Basic Services as defined above, HDR proposes to provide professional services for a fee not to exceed \$1,773,004 based on a direct labor multiplier of 3.10 and including direct expenses at a multiplier of 1.0.

If the scope of the Project or the schedule for completion of design or construction is materially changed at a later date, the not-to-exceed fee shall be adjusted accordingly.

Additional Services may be requested by City of Las Vegas in the course of the project. When requested in writing and agreed upon by HDR and the City of Las Vegas, the compensation for additional services and reimbursable expenses shall follow the same labor and expense multipliers as the Basic Services.

## **101 PRELIMINARY AND GENERAL ITEMS**

### **101.1 Project Management**

Project management Project management will include work necessary for communication and completion of the project tasks on time and within budget. HDR's Project Manager nor their primary duties will not be reassigned without the written consent of the City's Project Manager. HDR's staff will have the training and expertise necessary for the work tasks to which they are assigned.

### **101.2 Project Management Review**

Conduct a business review with senior management at project commencement. Conduct two follow-up reviews during the course of the project.

### **101.3 Kick-Off Meeting and Design Progress Meetings**

HDR will prepare an agenda, schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by HDR using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, HDR will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). HDR will prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

- **Deliverables:** Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

### **101.4 Project Permits**

HDR will identify required permits needed for the Project. HDR will prepare required correspondence and permit applications for the regulating agencies and assist the City in obtaining required permits. During the design process, HDR will provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits will be prepared by HDR and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City. The following permits are anticipated for this project:

- Clark County Building Permit
- Clark County Grading Permit
- Clark County Dust Control Permit
- **Deliverables:** Matrix of required permits, correspondence with permitting agencies, and prepared permit applications.

### **101.5 Quality Assurance and Quality Control Program**

HDR will prepare a Project Guide identifying the project's team, lines of communication, scope of services, budgets, task assignments, quality control (QC) plan, health & safety, project administration, and project closeout procedures.

HDR will conduct a Project Approach and Resource Review (PARR) internally at approximately 10% progress. The PARR is a technical review intended to: compare the technical approach and scope of work with the City's needs and expectations, identify and plan for project risks, evaluate project staffing and Quality Control team, and evaluate project tools and resources to be used. Recommendations from the PARR will be incorporated into the Quality Control Program and updated in the Project Guide.

HDR will perform QC reviews of work products at various stages in the project as identified in the scope of work.

## **102 SCHEMATIC DESIGN (SD)**

Objective: Develop the design documentation for the new and existing facility along with the project specifications that will be required.

### **102.1 Design Confirmation Construction Schedule**

Prepare a preliminary construction schedule identifying major project milestones.

### **102.2 Specification List**

Provide list of specification sections required for this project.

## **103**

### **103.1 Schematic Design Drawings**

The SD drawings shall include, but not limited to, the following:

- Building data and code analysis
- Landscaping Plans
- Site Plans
- Floor Plans
- Laboratory Furnishing Plans
- Roof Plans
- Building Elevations
- Structural Plans
- HVAC Plans
- Plumbing Plans
- Lighting Plans
- Power Plans

### **103.2 Opinion of Probable Construction Cost**

Prepare a schematic level cost estimate of the work defined in the Schematic Design Report. At this phase, if the cost estimate and allocated construction budget are not in alignment, HDR will coordinate with City staff to develop acceptable value engineering concepts with the goal of aligning the construction cost with the available construction budget.

### **103.3 Schematic Design Report**

Assemble work products from this task including drawings, specifications list and cost estimates.

- **Deliverables:** Schematic Design Report, Schematic Drawings, List of Schematic Specification Sections, Opinion of Probable Cost and Design Confirmation Construction Schedule, emailed in PDF format.

### **103.4 Schematic Design Submittal Workshop**

Schedule a workshop with the WPCF personnel and other stakeholders (as determined by the City) to review the Schematic Design deliverable, including any Revit model files.

#### **Task 103 Assumptions:**

Finished Floor Elevations: As the WPCF is an entirely flood protected site it is assumed that the finished floor elevation for the lab facility may be selected at the discretion of HDR. Preference will be given to matching or exceeding the existing laboratory finished floor elevation.

## **104 DESIGN DEVELOPMENT (DD)**

Objective: based on the approved Schematic Design Submittal and any adjustments authorized by the City, HDR will prepare the Design Development Documents consisting of the drawings, specifications and other documents further establishing the size and character of the Project as to the architectural, laboratory furnishings, mechanical and electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. Incorporated changes will be coordinated among disciplines.

**105**

**105.1 Design Development Drawings:** The DD drawings shall include, but not limited to, the following:

- Building data and code analysis
- Utility Plans
- Paving & Grading Plans
- Landscaping Plans
- Site Plans
- Floor Plans
- Reflected ceiling plans.
- Roof Plans
- Building Elevations
- Building and Wall Sections
- Finish Schedules
- Laboratory Furnishings Catalog Cuts
- Laboratory Furnishings Floor Plans
- Laboratory Furnishings Elevations
- Laboratory Furnishings Schedules
- Structural Plans
- HVAC Plans
- Plumbing Plans
- Lighting Plans
- Power Plans
- IT/Communication Plans

**105.2 Design Development Phase Specifications**

Draft of specifications required for project with acceptable "Products" identified.

**105.3 Construction Schedule Update**

Update construction schedule to reflect most current design.

**105.4 Opinion of Probable Construction Cost**

Update the opinion of probable construction cost to reflect the advancement of the design. Prepare a cost estimate of the work defined in the Design Development Deliverable. At this phase, if the cost estimate and allocated construction budget are not in alignment, HDR will coordinate with City staff to develop acceptable value engineering concepts with the goal of aligning the construction cost with the available construction budget.

**105.5 Design Development Submittal**

Assemble and submit final work products developed under this Task.

- **Deliverables:** Design Development Drawings, Specifications, Opinion of Probable Cost and Construction Schedule, emailed in PDF format.

**105.6 Design Development Workshop**

Schedule a workshop with the WPCF personnel and other stakeholders (as determined by the City) to review the Design Development deliverable. Review Revit model files with the City.

**106 CONSTRUCTION DOCUMENTS (CD)**

Objective Based on the approved Design Development Submittal, review comments, and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, HDR will prepare for review and approval by the City the construction document plans, drawings, specifications, and other documents related to the Project.

**106.1 Construction Schedule Update**

Update construction schedule to reflect most current design.

**106.2 Opinion of Probable Construction Cost**

Update the opinion of probable construction cost to reflect the advancement of the design.

**106.3 Construction Documents**

The CD drawings shall include, but not limited to, the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Building data and code analysis
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Sheet Index with key map
- Utility Plans
- Paving & Grading Plans and Details
- Landscaping Plans and Details
- Irrigation Plans and Details
- Site Plans and Details
- Floor Plans (including finishes)
- Laboratory Furnishings Schedules
- Laboratory Furnishings Floor Plans
- Laboratory Furnishings Elevations
- Door and Window Schedules
- Reflected ceiling plans.
- Roof Plans
- Building Elevations
- Building and Wall Sections
- Finish Schedules
- Structural Plans
- HVAC Plans
- Plumbing Plans
- Lighting Plans
- Power Plans
- Specifications. Complete specifications for each design discipline in CSI format.

**106.4 Permit Applications**

Finalize permit applications and submit required documentation to the appropriate agencies.

**106.5 100% Construction Documents**

HDR shall submit drawings and specifications incorporating reconciled comments received on prior submittals and progressed to define final details necessary for construction. Review and edit specifications as necessary to incorporate City's General Conditions. All design disciplines shall complete final design calculations. The City will review the 100% Construction Documents and provide feedback to HDR for incorporation into the Final Bid Documents.

- **Deliverables:** Construction Drawings, Specifications, Opinion of Probable Cost and Construction Schedule, emailed in PDF format.

**106.6 Final Bid Documents**

The Final Bid Documents submittal shall include all the elements of the 100% submittal which shall be advanced to a completed ready-for-bid level of design and shall incorporate comments from the 100% submittal. Opinion of Probable Construction Cost (OPCC) shall be submitted to the City. HDR shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required.

- **Deliverables:** One set of 24" X 36" plan sheets stamped and signed by a Nevada registered Architect or Professional Engineer which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada registered Architect or Professional Engineer; One copy of the Final OPCC in the City's Bid Schedule Format; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans and specifications shall be submitted to the City..

**107 BID PHASE**

**107.1 Pre-Bid Conference**

HDR will attend a pre-bid conference and lead a walkthrough of areas on the site relevant to the project.

**107.2 Bid Requests and Responses**

During the bidding period, HDR will provide responses to bidder written questions and issue addenda if required to clarify scope or intent of the design as directed by the City. Prior to start of construction, HDR will draft required specifications, plan changes and clarifications for the City as a conformed set of documents to include any addenda.

**107.3 Bid Opening**

HDR will attend the bid opening and review the bid abstract and Contractor qualifications. HDR will comment on any bid discrepancies, evidence of unbalanced bid or Contractor concerns uncovered during reviews.

**108 CONSTRUCTION PHASE**

Objective: During this phase the design team will assist the Contractor and the City in interpreting and complying with the requirements of the Construction Documents

**108.1 Pre-Construction Meeting**

HDR will attend the pre-construction meeting.

**108.2 Submittal Review**

Review shop drawing submittals.

**108.3 Construction Support Services**

**108.3.1** The Consultant's support services during the construction phase of the project include but are not limited to:

- Attend weekly construction progress meetings via teleconference with the City and Contractor. HDR's project principal will attend weekly meetings locally.
- Visit the site and attend the construction progress meeting in person once a month.
- Respond to construction RFI's and provide additional design as needed to address RFI's.
- Assist with processing of construction change orders.
- Provide construction observations at minimum once per month, and as required by the construction stage.
- Attend final walk-through
- Assist with punch list preparation

**109 POST CONSTRUCTION PHASE****109.1 Record Drawings**

**109.1.1** As an additional service to be authorized by the City, Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the Contractor. The Consultant shall prepare and submit one (1) set of completed documents in electronic format and signed (but not sealed) reproducible format to the City.

- **Deliverables:** As-builts

**109.2 Project Closeout**

Conduct a final internal project review and organize and archive final project documentation.

**110 PROGRAMMING AND CONCEPTUAL DESIGN**

Objective: During this phase the design team will prepare a Programming and Conceptual Design Report that describes the quantitative and qualitative program of the new and existing building to accommodate the needs of the users and modernization of the existing building. The PCD documents the design criteria to be provided in the development of the subsequent design phases

### 110.1 Facility Assessment

Objective- The HDR design team will review the condition of the existing building and infrastructure equipment to determine the condition of the existing facility.

Approach:

- Document Review: Review existing record drawings provided by WPCF to determine how the building systems and spaces were originally designed and constructed.
- Half-day workshop: Discuss with the facility manager to understand how the building is operating and what items have become a problem. Discuss with the WPCF lab manager and lab users to understand the needs and problems within the existing lab spaces.
- One-Day Site/Building Review: The design team will walk the site and building to review the record drawings against current conditions so that the team has an understanding of the existing conditions. Site observations are limited to those features that are readily visible and does not include verification of controls operation, testing or metering of system capacities, or inspections of building equipment.
- Facility Assessment Draft Technical Memorandum: Prepare a draft technical memorandum summarizing the workshop comments and findings of the site/building review.

### 110.2 Site Survey

- Horizontal Control: The official horizontal coordinate system of the City of Las Vegas is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. The official geodetic datum and current reference frame of the City of Las Vegas is NAD 83 (2011) epoch 2010.0. The use of any other reference frame will require approval of the City Surveyor. For detailed information on the NCRS contact the City of Las Vegas' Survey Section.
- Vertical Control: Vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.
- Survey Control Plan: Survey Control Plans shall be included in the plan set, and must be stamped by a Nevada licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.
- Design Topographic Survey: Aerial surveys and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 150 feet in each direction past the project boundaries. Aerial mapping specifications are to include a minimum mapping scale of one inch equals forty feet and a minimum contour interval of one foot. HDR shall perform adequate conventional field surveying to verify aerial survey accuracy. HDR will produce an existing ground DTM (in a Civil 3D Surface format) utilizing applicable aerial and conventional field survey data within project limits.

### 110.3 Geotechnical Investigation

HDR will contract with a local geotechnical subconsultant to prepare a geotechnical report meeting the Clark County Building Department requirements for building permit review and issuance.

### 110.4 Architectural Programming

- Two-Day Programming Workshop (Lab): Facilitate workshop with the technical laboratory staff to confirm lab requirements and understand the goals and needs of the users. Determine which lab functions will be located in the new and existing spaces.
- One-day Programming Workshop (Non-Lab Spaces): Review all non-lab spaces to determine what spaces will be needed in the new building (if any) and confirm spaces within the existing building to be upgraded and refreshed.
- Room Data Sheets (RDS) and Test-Fit Plans: Develop Room Data Sheets and Test-Fit Plans to confirm all individual programmatic requirements of each space are satisfied.
- Programming Report: Summarize outcomes of programming workshops and assemble RDS and Test-Fit Plans, identifying project goals, needs, spatial and adjacency requirements.



**110.5 Design Alternatives**

Unless otherwise impractical, explore and report on alternative approaches to achieving the requirements defined in the Programming and Conceptual Design Report. This will be limited to 3 alternative approaches.

**110.6 Architectural Concept**

- Provide block plans that include all program elements and show the adjacencies of each of the spaces.
- Provide elevations of the exterior of the building to show the City the look and materiality of the exterior shell relative to the existing buildings.
- Provide a site plan to show placement of the new building on the project site and connections to the existing building.
- The concept design may include explanatory diagrams for process workflow, air flow, power one-line, etc.

**110.7 Landscaping Concept**

Develop preliminary concepts for groundcovers, plantings, and other proposed landscape features for review. Landscape concepts will generally match the existing site in the adjacent areas.

**110.8 Programming and Conceptual Design Report**

Assemble a summary report including the reports, memoranda, cost estimates, and concept drawings developed under this Task.

- **Deliverables:** Programming and Conceptual Design Report, emailed in PDF format.

**110.9 Opinion of Probable Construction Cost**

Provide a conceptual cost estimate of the work defined in the Programming and Conceptual Design Report. At this phase, if the cost estimate and allocated construction budget is not in alignment, HDR will coordinate with City staff to develop acceptable value engineering concepts with the goal of aligning the cost estimate with the available construction budget.

**110.10 Programming and Conceptual Design Review Workshop**

Schedule a workshop with the WPCF personnel and other stakeholders (as determined by the City) to review the Programming and Conceptual Design Report.

**END OF EXHIBIT "A"**

## **EXHIBIT B REQUIRED SUBMITTALS**

### **200 SUBMITTALS**

#### **200.1 GENERAL**

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

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

**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 date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 Performance Schedule. The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 Revised Performance Schedule. If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

#### 301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
PROGRAMMING AND CONCEPTUAL DESIGN	84	It is assumed that all City review comments will be presented during Workshops.
SCHEMATIC DESIGN	84	It is assumed that all City review comments will be presented during Workshops.
DESIGN DEVELOPMENT	98	It is assumed that all City review comments will be presented during Workshops.
CONSTRUCTION DOCUMENTS	112	
BIDDING PHASE	112	
CONSTRUCTION PHASE	550	
POST CONSTRUCTION PHASE	35	
<b>TOTAL CALENDAR DAYS TO COMPLETE:</b>	<b>1,075</b>	

#### 302 DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

### **303 CONSTRUCTION**

**303.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.**

**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 \$1,873,004. 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 BASED UPON COMPLETION OF TASKS

**401.1** The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 3.1, plus approved non-salary expenses identified in Section 7.4 and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). 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.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	\$ 1,773,004	

**401.2** Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

**401.3** The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

**401.4** The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

Task No.	Task Description	Cost (\$)
<b>TASK 101: PRELIMINARY AND GENERAL ITEMS</b>		
101.1	Project Management	\$97,437
101.2	Project Management Review	\$6,657
101.3	Kick-Off Meeting and Progress Meetings	\$64,110
101.4	Project Permits	\$19,604
101.5	Quality Assurance & Quality Control Program	\$81,460
101.6	Field Safety Plan	\$6,047
	<b>Subtotal Task 101</b>	<b>\$275,315</b>
<b>TASK 102: PROGRAMMING AND CONCEPTUAL DESIGN (PCD)</b>		
102.1	Facility Assessment	\$29,426
102.2	Site Survey	\$1,569
102.3	Geotechnical Investigation	\$395
102.4	Architectural Programming	\$81,088
102.5	Design Alternatives	\$40,787
102.6	Architectural Concept	\$34,743
102.7	Landscape Concept	\$688
102.8	Program and Conceptual Design Report	\$26,364
102.9	Opinion of Probable Construction Cost	\$5,213
102.10	Programming and Conceptual Design Review Workshop	\$15,117
	<b>Subtotal Task 102</b>	<b>\$235,389</b>
<b>TASK 103. SCHEMATIC DESIGN</b>		
103.1	Design Confirmation Construction Schedule	\$1,734
103.2	Specification List	\$2,710
103.3	Schematic Design Drawings	\$125,033
103.4	Opinion of Probable Cost	\$6,486
103.5	Schematic Design Report	\$18,746
103.6	Schematic Design Submittal Workshop	\$19,232

	<b>Subtotal Task 103</b>	<b>\$173,941</b>
<b>TASK 104: DESIGN DEVELOPMENT</b>		
104.1	Design Development Drawings	\$155,840
104.2	Design Development Phase Specifications	\$34,372
104.3	Construction Schedule Update	\$1,734
104.4	Opinion of Probable Cost	\$5,288
104.5	Design Development Submittal	\$10,397
104.6	Design Development Workshop	\$17,857
	<b>Subtotal Task 104</b>	<b>\$225,489</b>
<b>TASK 105: CONSTRUCTION DOCUMENTS (CD)</b>		
105.1	Construction Schedule Update	\$1,734
105.2	Opinion of Probable Cost	\$5,288
105.3	Construction Documents	\$173,023
105.4	Permit Applications	\$9,230
105.5	100% Construction Documents	\$22,809
105.6	Final Bid Documents	\$20,505
	<b>Subtotal Task 105</b>	<b>\$232,589</b>
<b>TASK 106: BID PHASE</b>		
106.1	Pre-Bid Conference	\$7,517
106.2	Bid Requests and Responses	\$16,884
106.3	Bid Opening	\$5,033
	<b>Subtotal Task 106</b>	<b>\$29,434</b>
<b>TASK 107: CONSTRUCTION PHASE</b>		
107.1	Pre-Construction Meeting	\$14,957
107.2	Submittal Review	\$87,649
107.3	Construction Support Services	\$136,600
	<b>Subtotal Task 107</b>	<b>\$239,206</b>
<b>TASK 108: POST CONSTRUCTION SERVICES</b>		
108.1	Record Drawings	\$21,885
108.2	Project Closeout	\$5,877
	<b>Subtotal Task 108</b>	<b>\$27,762</b>

<b>TASK 09: SUBCONSULTANTS</b>		
	NORRIS (Landscape)	\$44,140
	MBJ (Structure)	\$81,230
	MCH (IT/AV)	\$54,100
	RLB (Cost Estimator)	\$54,000
	JENSEN HUGHES (Alarm/Sprinkler)	\$70,549
	NINYO & MOORE (Geotech)	\$10,400
	WALLACE MORRIS KLINE SURVEYING (Survey)	\$19,460
	<b>Subtotal Task 109</b>	<b>\$333,879</b>
	<b>Grand Total</b>	<b>\$1,773,004</b>

**ADDITIONAL SERVICES ALLOWANCE**

**401.5** 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 from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

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

**401.7** The Consultant shall be compensated for Additional Services 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.

**401.8** 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.

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

<b>ADDITIONAL SERVICES ALLOWANCE</b>		<b>ALLOWED SERVICES</b>
<b>TOTAL NOT-TO-EXCEED COST</b>	<b>\$ 100,000</b>	<b>See list below.</b>

**401.9.1** Additional Services may include, but are not limited to, the following:

- Additional Early Release Design Packages
- Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- Additional Topographic Survey – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- As-Builts – As requested by the City, Consultant shall provide As-Builts.



- Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- Dam Safety Permit – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
- Drainage Study – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- Facility Specific Environmental Assessment – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- Hydrology and Hydraulics – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- Master Plan Amendment – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- Removal of Inflow/Infiltration Sources to Sanitary Sewer System – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
- Right-of-Way – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
- Section 404 Permit Application – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
- Sewer Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- Slope/Embankment Design – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
- Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
- Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities
- Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

**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 7.3 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 RAW HOURLY RATE
Specialist	\$160
Technical Advisor	\$121
Quality Control	\$126
Principal	\$120
Project Manager	\$100
Design Manager	\$85
Technical Lead	\$105
Project Architect	\$80
Project Engineer	\$75
Staff Engineer	\$60
Interior Designer	\$50
Lab Planner	\$75
Senior Designer	\$60
Administrative	\$54
Project Controller	\$40

### 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
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			\$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.

**EXAMPLE****Format the table to show only the Task, Description, and Task Amount columns****EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>Task Amounts</b>
	<b>ADDITIONAL SERVICES</b>	
	Addenda	\$ -
	Additional Design Services	\$ -
	Additional Topographic Survey	\$ -
	As-Builts	\$ -
	<b>Total Additional Services - Hours</b>	
	<b>Total Additional Services - Fee</b>	\$ -

**502 REIMBURSABLE EXPENSES****502.1** The following Reimbursable Expenses are allowed:

<b>REIMBURSABLE EXPENSE</b>
Travel expenses, including airfare, hotel, car rental, and per diem, for the following HDR categories: Specialist, Technical Advisor, Design Manager, and Technical Leads, Senior Lab Planner, and Lab Planner for Workshops and meetings as required.
Printing and reproduction costs

**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** Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel 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: Nalleli Herrera

600.2 CITY REPRESENTATIVE'S SUPERVISOR: John Bettencourt

### 601 CONSULTANT'S PROJECT STAFF

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

601.2 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Brooklyn Quiroz

601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Donald Pelissier

601.4 PROJECT MANAGER: Brooklyn Quiroz

601.4.1 RESPONSIBLE IN CHARGE PERSON:

List name of individual Engineer as licensed: Brooklyn Quiroz

601.4.2 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER

List Engineer license number: 026215

### 602 CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.2 AERIAL MAPPING:

602.3 ENVIRONMENTAL:

602.4 CIVIL ENGINEER:

602.5 STRUCTURAL ENGINEER: MBJ

602.6 MECHANICAL ENGINEER:

602.7 ELECTRICAL ENGINEER: MCH

602.8 LANDSCAPE DESIGN: Norris

602.9 INDEPENDENT COST ESTIMATOR (NOT the Consultant): RLB

602.10 GEOTECHNICAL ENGINEER: Ninyo & Moore

602.11 LAND SURVEYOR: Wallace Morris Kline Surveying

602.12 POTHOLING:

602.13 ALARM / SPRINKLER: Jensen Hughes

END OF EXHIBIT "F"

# EXHIBIT G EXAMPLE INVOICE

Project Name:  
Contract No.:  
Purchase Order No.:  
CLV Project #:  
Invoice Number  
Period  
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
101	PRELIMINARY AND GENERAL ITEMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
101.1	Project Management				\$0.00	\$0.00			
101.2	Kick-Off Meeting and Progress Meetings				\$0.00	\$0.00			
101.3	Utility and Agency Coordination				\$0.00	\$0.00			
101.4	Project Permits				\$0.00	\$0.00			
102	PRELIMINARY DESIGN PHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
102.1	Survey				\$0.00	\$0.00			
102.2	Right-of-Way				\$0.00	\$0.00			
102.3	Records Review, Information Research and Analysis of Data				\$0.00	\$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				\$0.00	\$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				\$0.00	\$0.00			
102.5	Geotechnical Investigation				\$0.00	\$0.00			
102.6.1	Conceptual Alternatives				\$0.00	\$0.00			
102.6.1.2	Bridge Conceptual Design and Front Sheet				\$0.00	\$0.00			
102.6.2	Hydraulic Analysis				\$0.00	\$0.00			
102.7	Walk Through				\$0.00	\$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				\$0.00	\$0.00			
103	70% DESIGN PHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
103.1.1	Design Report and Detailed Hydraulic Analysis NOT USED				\$0.00	\$0.00			
103.1.2	70% Design Phase Plans				\$0.00	\$0.00			
103.1.2a	70% Structural Design				\$0.00	\$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				\$0.00	\$0.00			
103.1.4	70% Special Provisions-NOT USED				\$0.00	\$0.00			
103.1.5	ADAPROWAG Design Memorandum				\$0.00	\$0.00			
103.2	70% Walk Through				\$0.00	\$0.00			
103.3	Structures				\$0.00	\$0.00			
104	90% DESIGN PHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
104.1.1	Final Design Report				\$0.00	\$0.00			
104.1.2	90% Design Phase Plans				\$0.00	\$0.00			
104.1.2a	90% Structural Design				\$0.00	\$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				\$0.00	\$0.00			
104.1.4	90% Design Phase Special Provisions				\$0.00	\$0.00			
104.2	Final ADAPROWAG Design Memorandum				\$0.00	\$0.00			
104.3	90% Walk Through				\$0.00	\$0.00			
104.4	Bidability and Constructability (B&C)				\$0.00	\$0.00			
104.5	Finalize Permit Applications				\$0.00	\$0.00			
105	100% DESIGN PHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
105.1.2	100% Pre-Final (Bond) Submittal				\$0.00	\$0.00			
105.1.3	100% Final (Mylar) Submittal				\$0.00	\$0.00			
105.1.3a	Final Structural Design				\$0.00	\$0.00			
106	BID PHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
107	CONSTRUCTION PHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
108	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:		\$0.00							
ASR#	Total Additional Services Authorized	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
1	0				\$0.00	\$0.00			
2	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 PO Amount:	\$0.00
Total Contracted Amount:	\$0.00
Total Billed to Date:	\$0.00
PO Balance:	\$0.00
Contract Balance:	\$0.00

### DIRECT LABOR COSTS

[illegible]**OTHER DIRECT EXPENSES (Prior approval and backup documentation required)**[illegible]

**SUBCONSULTANTS (Backup documentatuion with breakdown required)**

FIRM NAME	TOTAL
TOTAL	\$0.00

<b>TOTAL AMOUNT INVOICED</b>	<b>\$0.00</b>
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