

Contract No. 25.MWB131-SK  
Contract Title Lake Mead ITS Improvements,  
Buffalo Dr. to Rancho Dr.

**PRIME DESIGN SERVICES CONTRACT  
FOR LAKE MEAD BLVD ITS IMPROVEMENTS,  
BUFFALO DR. TO RANCHO DR**

THIS PRIME DESIGN SERVICES CONTRACT (this "Contract") is made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, and WSP USA INC., (the "Consultant"), a CORPORATION, whose address is 300 S. 4<sup>th</sup> Street, Suite 1200, Las Vegas, NV 89101.

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

**PROJECT DESCRIPTION:**

**The scope of this project is to design 3.7 miles of ITS upgrades within the Lake Mead Boulevard corridor between Buffalo Drive and Rancho Drive. These upgrades will include replacing copper connections, removing "dog houses", installing/replacing CCTV cameras, and installation of new conduit/cables.**

**RECITALS**

WHEREAS, the City intends to construct the [Lake Mead ITS Improvements, Buffalo Dr. to Rancho Dr.] (the "Project");  
and

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

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

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

**ARTICLE 1  
CONSULTANT RESPONSIBILITIES**

**1.0. Description of Consultant's Services.**

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

**1.1 Performance Standards.**

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

**1.2. Document Review.**

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

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

**1.3. Waiver.**

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

**1.4. Designation of Consultant's Representative.**

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

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

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

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

**1.5. Correspondence Review.**

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

**1.6. Cooperation with the City.**

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

**1.7. Responsibility for Construction Document Revisions**

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

B. Responsibility for Revisions. The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.1.

**ARTICLE 2  
CITY RESPONSIBILITIES**

**2.0. City Representative.**

A. The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

**2.1. Review of Consultant's Services and Documents.**

A. The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the

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documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

**2.2. Access to Records.**

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

**2.3. Cooperation with Consultant.**

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

**ARTICLE 3  
CHANGES TO CONSULTANT'S SERVICES**

**3.0 Requested Changes.**

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

**3.1 Adjustment of Compensation.**

A. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section 7, or in the performance schedule under Section 8, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 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.

**ARTICLE 4  
ADDITIONAL SERVICES OF CONSULTANT**

**4.1 Additional Services.**

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

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

**ARTICLE 5  
SUBCONSULTANT CONTRACT**

**5.1 Subconsultant Provisions.**

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

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

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2. the subconsultant shall have no more rights against the City than that of the Consultant; and
  3. the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing; and
- unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

## **ARTICLE 6 TERM OF CONTRACT**

### **6.0 Term.**

A. This Contract shall commence on the 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.

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

## **ARTICLE 7 COMPENSATION AND TERMS OF PAYMENT**

### **7.0 COMPENSATION AND TERMS OF PAYMENT**

A. Compensation: Basic Services.

1. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.B plus City approved reimbursable expenses identified in Section 7.D. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

B. Multiplier.

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

C. Compensation: Additional Services.

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

D. Compensation: Reimbursable Expenses.

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

E. Payment Invoicing.

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

2. If the City Representative approves the submitted invoice in full, the Consultant can expect payment within a period of 30 days from the date of receipt by the City. If payment has not been received within the 30 days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay.



3. Right to Offset.

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

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

F. Final Payment.

1. Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within 30 days of the City's acceptance, be paid the balance of any money due for such services.

**ARTICLE 8  
PERFORMANCE SCHEDULE**

**8.0 Performance Schedule.**

A. The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, Exhibit "C" attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule. Failure to notify the City of potential delays or failure to meet schedule requirements due to Consultant performance issues may be considered an Event of Default pursuant to Section 10.3.

**ARTICLE 9  
AUDIT: ACCESS TO RECORDS**

**9.1 Records.**

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

**9.2 Disclosure.**

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

**9.3 Period of Maintenance.**

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

**9.4 Subcontract Provisions.**

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

**ARTICLE 10  
MISCELLANEOUS PROVISIONS**

**10.1 Suspension.**

A. The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this 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 percentage of the Project completed at the time of suspension

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

1. the Consultant was not a contributing cause for the suspension; and
  2. the Consultant has not received an equitable adjustment under another provision of this Contract;
- and
3. the Consultant could not mitigate the increase in the performance cost,

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

**10.2 Termination for Convenience.**

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

**10.3 Termination for Cause or Other Resolution.**

A. Event of Default.

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

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

B City's Rights.

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

a. terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost for completing this Contract. In the event the reasonable cost of finishing the

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Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City; or

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

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

#### **10.4 Documents.**

##### **A. Ownership.**

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

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

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

##### **B. Delivery of Documents.**

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

2. In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

##### **C. Confidentiality.**

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

##### **D. Contractual Rights.**

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

#### **10.5 Insurance.**

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

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

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

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

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

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

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

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

H. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No

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deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand (\$25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand (\$100,000) without the prior written approval of the City.

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

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

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

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

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

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

#### **10.6 Indemnity.**

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

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

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

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the

Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

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

**10.7 Assignment.**

A. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**10.8 Waiver.**

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

**10.9 Consultant Warranties.**

A. The Consultant hereby represents and warrants that:

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

**10.10 Consultant's Employees.**

A. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

**10.11 Independent Contractor.**

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

**10.12 Applicable Law.**

- A. This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.
- B. Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all

applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

**10.13 Certification—No Israel Boycott.**

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

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

**10.14 Severability.**

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

**10.15 Confidentiality.**

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

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

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

D. Nevada Public Records Act. Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statute ("NPRS") and that certain Confidential Information may be subject to the NPRS. 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 NPRS; (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 NPRS shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and

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

**10.16 Site Inspection.**

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

**10.17 Modification.**

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

**10.18 Notice.**

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

**10.19 Prohibition Against Contingent Fees.**

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

**10.20 Claim or Dispute Resolution.**

A. Notice of Claim or Dispute. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 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.C of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.B or 10.20.C, the Consultant shall proceed diligently with the performance of this Contract.

B. Resolution by Management. The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 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 10.20C. 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.



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Buffalo Dr. to Rancho Dr.

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

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

**10.21 Attorney Fees.**

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

**10.22 Calendar Day.**

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

**10.23 Exhibits.**

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

**10.24 Counterparts; Electronic Delivery.**

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

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

**10.25 Contract Version.**

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

Contract No. 25.MWB131-SK  
Contract Title Lake Mead ITS Improvements,  
Buffalo Dr. to Rancho Dr.

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

CITY OF LAS VEGAS

WSP USA Inc.


\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Tonya Kemble  
Printed Name  
  
\_\_\_\_\_  
Purchasing & Contracts Manager  
Title

\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
LuAnn D. Holmes, MMC Date  
City Clerk

APPROVED AS TO FORM:

 10/22/24  
\_\_\_\_\_  
Deputy City Attorney Date  
John S. Ridilla  
Chief Deputy City Attorney

\_\_\_\_\_  
Printed Name

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## **LIST OF EXHIBITS**

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

## **EXHIBIT A SCOPE OF SERVICES**

### **100 GENERAL INFORMATION**

Consultant will request record information from utility companies and will include the information in the base files. Consultant will research available roadway and utility record information available on the City interactive maps and plans library in order to identify areas that may have existing interconnect and/or fiber infrastructure. Consultant will request record traffic signal information for use in providing communication connections to existing traffic signals and to route new cables and conductors for new CCTV cameras at all existing traffic signals on each corridor mentioned above. Consultant will use the record information and will supplement with field investigation to determine limits and location of existing infrastructure that is anticipated to be used for the project. In areas where new conduit is required and pavement will be disturbed, conduit and pull boxes will be provided for both RTC/FAST ATMS and future City innovation infrastructure. The Consultant shall identify future telecom cabinet locations to determine best City Fiber Optic paths and infrastructure locations.

Consultant will provide GPS coordinates of ITS infrastructure for RTC/FAST and City use. An NDOT encroachment permit will be prepared for work near I-11 and Rancho Drive. Clark County offsite permits may be required between Michael Way and Decatur Boulevard. Offsite permit coordination by Consultant will consist of preparation of Clark County Encroachment Permit Applications for City submittal to Clark County and a coordination meeting with Clark County personnel to review the project and associated encroachments into Clark County right-of-way.

RTC/FAST will provide splice diagrams for the ATMS fiber, and, should there be the need, CLV will provide splice diagrams for CLV fiber .

#### **100.1. Construction Cost Budget**

**100.1.1. "Construction Cost Budget"** as used herein means the monetary limit established by the City for the construction of the Project, which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

#### **100.2. Project Contact Information**

**100.2.1.** The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's 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. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the Project.

**100.2.2.** The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F," who shall be responsible for the services required under this Contract. All of the services specified by this Contract shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal, provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Contract for default.

#### **100.3. Plan Control and Standards**

**100.3.1.** All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

- 100.3.1.a** Policy on Geometric Design of Highways and Streets (AASHTO)
- 100.3.1.b** Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- 100.3.1.c** Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- 100.3.1.d** Regional Transportation Commission of Southern Nevada Policies and Procedures
- 100.3.1.e** Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- 100.3.1.f** Manual on Uniform Traffic Control Devices
- 100.3.1.g** Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- 100.3.1.h** Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- 100.3.1.i** Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- 100.3.1.j** Las Vegas Valley Water District (LVVWD) Rules and Regulations
- 100.3.1.k** Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- 100.3.1.l** Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- 100.3.1.m** Freeway and Arterial System of Transportation (FAST) standards
- 100.3.1.n** National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide
- 100.3.1.o** The City of Las Vegas Fiber Optic Communications Design Guidelines

**100.3.2.** The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Regional Transportation Commission of Southern Nevada ("RTC"), Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

#### **100.4. Changes to Scope of Services**

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

**100.4.2.** The City Engineer or their authorized representative may, at any time, only by written order, make changes that may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section 7.0 or in the time of performance under Section 8.0, or both, and this Contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such a claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

#### **100.5. Responsibilities of the Consultant**

**100.5.1.** The Consultant shall provide a set of Plans and Special Provisions for the Project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this Contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

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

**100.5.3.** The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall begin upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

**100.5.4.** Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where only two suitable brand names/model numbers are commercially available state "or approved equal". If only one suitable brand name/model number is commercially available provide required documentation per NRS requirements to support single source selection.

**100.5.5.** Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

**100.5.6.** The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

**100.5.7.** The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

**100.5.8.** The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

**100.5.9.** The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

**100.5.10.** The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

**100.5.11.** The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at: <http://www.access-board.gov>. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

**100.5.12.** All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

**100.5.13.** The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

**100.5.14.** 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 in accordance with the terms of this Contract and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

**100.5.15.** CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

**100.5.16.** Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

**100.5.17.** Plan and Special Provision Production and Submission

**100.5.17.a** All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current city of Las Vegas CAD standards, which are found on the city's website.

**100.5.17.b** Not Used

**100.5.17.c** Not Used

**100.5.17.d** Not Used

**100.5.17.e** Not Used

**100.5.17.f** Not Used

**100.5.17.g** Not Used

**100.5.17.h** Not Used

**100.5.17.i** Not Used

**100.5.17.j** Not Used

**100.5.17.k** Not Used

**100.5.17.l** Not Used

**100.5.17.m** Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

**100.5.17.n** All drawing submittals, submitted by the Consultant will be printed on white bond paper. All full size reproducible copies will be on 24" x 36" sheets and all reduced size reproducible copies shall be on 11"x17" sheets. Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.

**100.5.17.o** Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. Special Provisions that do not meet these requirements will not be accepted.



100.5.17.p For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, full size, for each plan sheet submitted. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.

100.5.17.q Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal.

100.5.17.r Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.0, 3.1 and 7.B of this Contract.

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase
- Section 104 – 90% Design Phase
- Section 105 – 100% Design Phase
- Section 106 – Bid Phase

## **100.6. Cost Estimates**

**100.6.1.** The Consultant shall prepare and provide a detailed Construction Cost Estimate with the 90% and 100% submittals. The cost estimate shall be prepared as directed by the City using the software program Microsoft Excel 2016 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.

## **100.7. Construction Change Orders**

**100.7.1.** The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved construction change orders (with the tracking form included) and construction change directives to the consultant in order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

## **100.8. Responsibilities of the City**

**100.8.1.** Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, 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.

**100.8.2.** Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

**100.8.3.** Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

**100.8.4.** Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

#### **100.9. City's Review Process**

**100.9.1.** Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

**100.9.2.** If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

**100.9.3.** The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents or files presented by Consultant fully comply with the requirements. After the City Representative determines that the documents or files comply with such requirements, the City shall begin a review of the documents.

**100.9.4.** After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

### **101 PRELIMINARY AND GENERAL ITEMS**

#### **101.1. Project Management**

**101.1.1.** Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

**101.1.2.** The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report and project schedule reflecting Scope of Work activities identified by the City Representative.

**101.1.3.** Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

**101.1.4.** On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

**101.1.5.** Project Management Software. Upon City request, Consultant shall utilize the City's online project management software for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

## **101.2. Kick-Off Meeting and Design Progress Meetings**

**101.2.1.** Consultant shall prepare an agenda and 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 the Consultant using Microsoft Project in the City-provided format, 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, the Consultant 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). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

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

**101.2.2.** Consultant shall attend approximately seven (7) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

**101.2.2.a Deliverables:** Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

## **101.3. Utility and Agency Coordination**

**101.3.1.** Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

- 101.3.1.a Clark County Regional Flood Control District ("CCRFCD")
- 101.3.1.b Clark County Department of Public Works
- 101.3.1.c City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development
- 101.3.1.d Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
- 101.3.1.e Freeway and Arterial System of Transportation ("FAST")
- 101.3.1.f Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, small cell providers, and other fiber optic and communication carriers
- 101.3.1.g Nevada Department of Transportation ("NDOT") and
- 101.3.1.h Other local and state agencies as required.

**101.3.2.** The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

- 101.3.2.a Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.
- 101.3.2.b Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.
- 101.3.2.c Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

**101.3.3.** The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

**101.3.4.** The Consultant shall submit design plans for review from the various utility companies for the 30%, 90% and Pre-Final submittals.

**101.3.5.** The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final bond prints prior to submitting to the City of Las Vegas.

**101.3.6.** Consultant shall notify the City of any required utility agreements, applications, permit and review fees, which will be paid for by the City.

**101.3.7.** The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

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

**101.3.9. Deliverables:** Project Plans to be sent to the Utility Companies at each design level (30%, 90% and 100%); and final bond with impacted utilities approval signatures.

#### **101.4. Project Permits**

**101.4.1.** Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

**101.4.2.** The following permits are anticipated for this project:

**101.4.2.a** NDOT Encroachment Permit

**101.4.2.b** Clark County Offsite Permit

**101.4.2.c LPA Agreement:** Since this project is receiving Federal funding for the construction phase the project will be subject to NEPA clearance. During the plan set review NDOT will review project details and proposed impacts and will identify the level of NEPA required for this proposed action. The Consultant shall provide the necessary Right-of-Way and utility certifications required for the LPA process. It is anticipated that NDOT and FHWA will provide a NEPA categorical exclusion (CE) for this project based on the plans and specifications that the consultant will prepare. If NDOT or FHWA requires additional analysis or assessment as part of the environmental clearance process including but not limited to areas related to Traffic Study, Cultural Resources/Section 106, Section 4(f) and 6f, Socioeconomic/EJ/Equity, Section 404 (401WQ Cert) and Section 408 Permitting, Floodplains, Traffic Noise, Air Quality, Biology ESA, Hazardous Materials/Recognized Environmental Conditions (REC), or Outreach/Public and Agency Involvement, these will be done as Additional Services.

**101.4.3.** During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant provided to the City. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

**101.4.3.a Deliverables:** Matrix of required permits; correspondence; preparation of permit applications.

#### 101.5. Public Outreach – Not Used

### 102 30% DESIGN PHASE

#### 102.1.1. Survey

##### 102.1.1.a Control Survey

- Horizontal Coordinate System. The control survey shall utilize the official City of Las Vegas horizontal coordinate system defined as follows. The geodetic datum and current reference frame is NAD 83 (2011) epoch 2010.0 as determined by the reference stations that comprise the Las Vegas Valley Water District GPS network. The use of any other geodetic datum and reference frame will require approval of the City Surveyor. The mapping projection 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. For more detailed information on the datum, GPS network and NCRS please visit the following webpage: [lasvegasnevada.gov/survey](http://lasvegasnevada.gov/survey).

#### 102.2. Right-of-Way

**102.2.1.** The Consultant shall use open data sources to determine right-of-way limits. When available the City shall provide right-of-way records, studies and other available information. Consultant will prepare project drawings showing existing rights-of-way. No AEPs, right-of-way acquisitions, or easements are anticipated for this project.

**102.2.1.a Deliverables:** Consultant shall prepare a right-of-way base map based on open source data to be referenced on the ITS plans.

#### 102.3. Records Review, Information Research and Analysis of Data

**102.3.1.** Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

**102.3.2.** The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

**102.3.3.** The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

**102.3.4.** The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops based on record drawings, field observations and aerial imagery. Coordination with City of Las Vegas TEFO is required for this task.

**102.3.4.a Deliverables:** Consultant shall prepare a base map to be referenced on the ITS plans showing existing traffic signal equipment and replacement detectors if disturbed.

## **102.4. Subsurface Utility Engineering (SUE) Services**

### **102.4.1. Work Standards**

- 102.4.1.a Except as may be modified or specified herein, or otherwise approved by the City of Las Vegas (CLV), the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" (Current Version). A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at [www.asce.org](http://www.asce.org).
- 102.4.1.b It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.
- 102.4.1.c Surveying activities associated with quality level D and task 102.4.2.a of quality level C shall be conducted by the Consultant. All other surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

### **102.4.2. Quality Level D Tasks**

- 102.4.2.a Conduct appropriate investigations (e.g. owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- 102.4.2.b Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- 102.4.2.c Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

### **102.4.3. Quality Level C Tasks**

- 102.4.3.a Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.
- 102.4.3.b Survey of surface features of subsurface utility facility or systems, if such features have not already been surveyed by a registered professional, will be paid for separately under Additional Services upon separate authorization by the City.
- 102.4.3.c Survey that includes determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes, will be paid for separately under Additional Services upon separate authorization by the City.

### **102.4.4. Quality Level B Tasks**

- 102.4.4.a Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits and/or to trace a particular utility line or system. QL B to be determined after 30% design; QL B task will be paid for separately under Additional Services upon separate authorization by the City.

### **102.4.5. Quality Level A Tasks**



- 102.4.5.a CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes. QL A to be determined after 30% design; QL A task will be paid for separately under Additional Services upon separate authorization by the City.
- 102.4.5.b When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- 102.4.5.c Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- 102.4.5.d Measure and/or record the following information on an appropriately formatted test hole data sheet:
- For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
  - Elevation of existing grade over utility at test hole.
  - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
  - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
  - Approximate centerline bearing of utility line.
  - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
  - Utility structure material composition, when reasonably ascertainable.
  - Identity of benchmarks used to determine elevations.
  - Utility facility condition.
  - Pavement thickness and type when applicable.
  - Soil type and site conditions.
  - Identity of utility owner/operator.
  - Other pertinent information as is reasonably ascertainable from test hole.
- 102.4.5.e Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- 102.4.5.f A total of five (5) potholes are anticipated to be performed for this Project. Additional uUtility potholing services will be paid for separately under Additional Services upon separate authorization by the City.
- 102.4.5.g Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- 102.4.5.h Update plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- 102.4.5.i Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- 102.4.5.j As appropriate, amend the indicated quality level of depicted information

#### **102.4.6. SUE Deliverables**

102.4.6.a Consultant shall prepare "an existing utility base drawing to be referenced on the ITS plans that clearly depicts horizontal location of existing subsurface utilities. To show at a minimum:

- Existing rights-of-way
- Centerlines and alignments
- Easements
- All utilities within the project limits

102.4.6.b Appropriately formatted test hole data sheets as described in QL A tasks above to be included with the final plans if QL A tasks are separately authorized by the City as stated in Section 102.4.5.a.

102.4.6.c Electronic files of the updated Utility Base drawing at each regular submittal.

**102.5. Geotechnical Investigation – Not Used**

**102.6. 30% Design Phase Submittal**

**102.6.1. 30% Design Phase Plans**

102.6.1.a The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and RTC - FAST. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to 11"x17" sheets.

102.6.1.b City Standard Cover Sheet identifying Project Participants

102.6.1.c (2) Notes Sheets with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, Encroachment Permit Notes, Fiber Optic Network Notes, abbreviations, symbols, and legend

102.6.1.d Note sheet with plan index, vicinity map, sheet index with key map

102.6.1.e ITS Plans

102.6.1.f ITS Details

102.6.1.g **Deliverables:** Submit five (5) copies of 11"x17" plans and all associated electronic files to the City; Submit one (1) copy of 11"x17" plans to RTC, NDOT, and FAST per agency requirements; Submit copies of 30% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

**102.6.2. Preliminary Design Report – Not Used**

**102.6.3. Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.6**

102.6.3.a **Deliverables:** Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials as applicable.

**102.7. Walk Through – Not Used**

**103 70% DESIGN PHASE – Not Used**

103.1.1.a Not Used

103.1.1.b Not Used

## 104 90% DESIGN PHASE

### 104.1. 90% Design Phase Submittal

#### 104.1.1. Final Design Report – Not Used

**104.1.2. 90% Design Phase Plans** – This submittal will reflect 90% completion and response to 30% comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The 90% plans shall include all items from the previous submittal, Conduit and Wire Schedules, and Splice Diagrams.

**104.1.2.a Deliverables:** Submit five (5) copies of 11"x17" plans and all associated electronic files to the City; Submit one (1) copy of the 11"x17" plans to RTC, NDOT, and FAST per agency requirements; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

**104.1.3. 90% Design Phase Construction Cost Estimate** - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

**104.1.3.a Deliverables:** Submit the 90% cost estimate by funding source to the City in electronic format (excel spreadsheet, pdf format will not be accepted); Submit the 90% cost estimate to RTC, NDOT, and FAST per agency requirements.

**104.1.4. 90% Design Phase Special Provisions** - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

**104.1.4.a Deliverables:** Submit five (5) copies of the bound Special Provisions and all associated electronic files, with track changes on, to the City; Submit one (1) copy of the bound Special Provisions to RTC and NDOT per agency requirements.

#### 104.1.5. ADA/PROWAG Design Memorandum – Not Used

**104.1.6. Quality Control/Quality Assurance (QA/QC) Review** to be performed as outlined in 100.6.

- **Deliverables:** Submit QC/QA certification letters. Submit quality assurance review set of plans and quantities of materials.

### 104.2. BUY AMERICA(N) COMPLIANCE

**104.2.1.** Consultant and subconsultants at all tiers shall:

- 104.2.1.a** Verify that each product model specified is in compliance with the appropriate Buy America or Buy American provisions as directed by the City's Representative. Verification shall generally consist of a copy of a letter, notice, or web page from the material manufacturer, supplier or vendor stating the specified material's compliance with the specific required Buy America(n) act or provision.
- 104.2.1.b** Include the appropriate Buy America(n) requirement language in each specification section providing construction materials.
- 104.2.1.c** Verify Contractor submittals provide evidence of compliance for products that the designer has not previously verified during design. Verify Contractor has submitted a certificate in proper form from the manufacturer if Buy America is required.
- 104.2.1.d** Compile an organized written record of the construction material verifications for the Project and deliver this record to the City upon completion of the Project and upon request during the progress of the work.
- 104.2.1.e** Remove and replace any foreign goods and compensate the City for any reduction of federal funding caused by the Consultant's and subconsultant's failure to comply with the required Buy America(n) provisions.

**104.3. 90% Walk Through** - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

**104.4. Bidability and Constructability (B&C) – Not Used**

**104.5. Project Presentations - Not Used**

**104.6. Finalize Permit Applications** – The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

## **105 100% DESIGN PHASE**

**105.1.** The 100% submittal shall include all the elements of Section 104, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a 100% pre-final (bond) submittal will be made for final comment by the City, RTC, NDOT, and FAST; and (2) the Consultant will incorporate all comments on the pre-final submittal into the 100% final (bond) submittal. Plan set bond and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-final bond set of the final plans before preparing the final bond set for this project.

**105.2. Deliverables for the 100% Pre-Final (Bond) Submittal:** Submit two copies of the 11"x17" plans, two copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source, plus all associated electronic files, to the City. Submit hard copy and electronic version of all other final reports as applicable to the previously outlined scope.

**105.3. Deliverables for the 100% Final (Mylar) Submittal:** One set of 24" X 36" bond plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate; and electronic copies of all project documents. Submit to RTC, NDOT, and FAST per agency requirements. Submit one copy of the Final Plans to each of the Utility Companies as required.

## **106 BID PHASE**

### **106.1. Pre-Bid Conference**

**106.1.1.** The Consultant shall attend the pre-bid conference

### **106.2. Bid Requests and Responses**

**106.2.1.** Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

**106.3. Conformed Contract Documents**

**106.3.1.** Subsequent to bid opening, the Consultant shall prepare and issue a conformed set of Contract Documents including specifications and drawings which incorporate any modifications and/or clarifications issued during the Bid Phase. Within 14 calendar-days after bid opening, the consultant shall submit two copies of the 11"x17" plans, two full-size plans, all associated electronic files, three copies of the bound Special Provisions to the City. Both the hard-copy and electronic versions shall be clearly marked as "Conformed" and include the date of issuance.

**107 CONSTRUCTION PHASE – Not Used**

**END OF EXHIBIT "A"**

## **EXHIBIT B REQUIRED SUBMITTALS**

### **200 SUBMITTALS**

#### **200.1. GENERAL**

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

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

**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
30% DESIGN PHASE	75	From NTP
90% DESIGN PHASE	75	Following receipt of CLV review comments
100% DESIGN PHASE	30	Following receipt of CLV review comments
BID PHASE	60	Bid support provided for the duration of the initial bid
CONSTRUCTION PHASE	N/A	
POST CONSTRUCTION PHASE	N/A	
<b>TOTAL CALENDAR DAYS TO COMPLETE:</b>	<b>240</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 two hundred ninety nine thousand nine hundred two dollars and fifty five cents (\$299,902.55). 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 2.69, plus approved non-salary expenses identified in Section 7.D 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	\$276,438.39	

**401.2.** Payments made under this contract will be in accordance with Section 7.0 - 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 7.0.

**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.

**EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN**

TASK	DESCRIPTION	Task Amounts
<b>101</b>	<b>PRELIMINARY AND GENERAL ITEMS</b>	
101.1	Project Management	\$ 18,948.36
101.2	Kick-Off Meeting and Design Progress Meetings (5)	\$ 10,248.90
101.3	Utility and Agency Coordination	\$ 14,219.34
101.4	Project Permits	\$ 8,468.12
<b>101</b>	<b>Subtotal Hours</b>	
<b>101</b>	<b>Subtotal Fee</b>	\$ 51,884.72
<b>102</b>	<b>30% DESIGN PHASE</b>	
102.2	Right-of-Way	\$ 3,523.90
102.3	Records Review, Information Research and Analysis of Data	\$ 6,725.00
102.3.4	Existing Traffic Signal & Equipment Mapping	\$ 11,136.60
102.4	Subsurface Utility Engineering (SUE) Services	\$ 24,100.25
102.6.1	30% Design Phase Plans	\$ 28,656.57
102.6.3	Quality Control/Quality Assurance (QA/QC) Review	\$ 5,487.60
<b>102</b>	<b>Subtotal Hours</b>	
<b>102</b>	<b>Subtotal Fee</b>	\$ 79,629.92
<b>104</b>	<b>90% DESIGN PHASE</b>	
104.1.2	90% Design Phase Plans	\$ 60,035.42
104.1.3	90% Design Phase Construction Cost Estimate	\$ 8,185.67
104.1.4	90% Design Phase Special Provisions	\$ 9,000.74
104.1.6	Quality Control/Quality Assurance (QA/QC) Review	\$ 9,146.00
104.2	Buy America(n) Compliance	\$ 2,394.10
104.3	90% Walk Through	\$ 2,611.99
104.6	Finalize Permit Applications	\$ 3,034.32
<b>105</b>	<b>Subtotal Hours</b>	
<b>105</b>	<b>Subtotal Fee</b>	\$ 94,408.24
<b>105</b>	<b>100% DESIGN PHASE</b>	
105.2	100% Pre-Final (Bond) Submittal	\$ 26,754.74
105.3	100% Final (Mylar) Submittal	\$ 13,646.37
<b>105</b>	<b>Subtotal Hours</b>	
<b>105</b>	<b>Subtotal Fee</b>	\$ 40,401.11
<b>106</b>	<b>BID PHASE</b>	
106.1	Pre-Bid Conference	\$ 1,334.24
106.2	Bid Requests and Responses	\$ 5,799.64
106.3	Conformed Contract Documents	\$ 2,980.52
<b>106</b>	<b>Subtotal Hours</b>	
<b>106</b>	<b>Subtotal Fee</b>	\$ 10,114.40
	<b>Total Basic Services Hours</b>	
	<b>Total Basic Services Fee</b>	\$ 276,438.39

**402 ADDITIONAL SERVICES ALLOWANCE**

Contract No. 25.MWB131-SK  
Contract Title Lake Mead ITS Improvements,  
Buffalo Dr. to Rancho Dr.

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

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

**402.3.** The Consultant shall be compensated for Additional Services in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$23,464.16	See list below.

- 402.5.1.** Additional Services may include, but are not limited to, the following:
- 402.5.2.** Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- 402.5.3.** Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- 402.5.4.** 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.
- 402.5.5.** As-Builts – As requested by the City, Consultant shall provide As-Builts.
- 402.5.6.** Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- 402.5.7.** 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.
- 402.5.8.** Drainage Study – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- 402.5.9.** Facility Specific Environmental Assessment – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- 402.5.10.** Hydrology and Hydraulics – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- 402.5.11.** 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.
- 402.5.12.** Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- 402.5.13.** 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.
- 402.5.14.** 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.
- 402.5.15.** 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.
- 402.5.16.** Sewer Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- 402.5.17.** 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.
- 402.5.18.** Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
- 402.5.19.** Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- 402.5.20.** Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- 402.5.21.** Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- 402.5.22.** Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities
- 402.5.23.** 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.C and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE*
Project Manager	\$130
Sr. Project Engineer	\$90
Project Engineer	\$60
Technician / Designer	\$55
Engineering Intern	\$40
CAD Tech	\$35
Clerical	\$65

\* The City will not reimburse for overtime rates

### 501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
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.

#### EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	<b>ADDITIONAL SERVICES</b>	
	Additional Design Services	\$ 17,205.24
	Right-of-Way Services	\$ 6,258.92
	<b>Total Additional Services - Hours</b>	
	<b>Total Additional Services - Fee</b>	\$ 23,464.16

#### 502 REIMBURSABLE EXPENSES

**502.1.** The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

**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. 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. 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:** Aurelia Grimaldi, P.E., RPS<sub>1</sub>

**600.2. CITY REPRESENTATIVE'S SUPERVISOR:** Sean Robinson, P.E., PTOE, RSP<sub>1</sub>, PMP

### **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.

**601.1.1. CONSULTANT REPRESENTATIVE:** Joe De La Garza, P.E.

**601.1.2. CONSULTANT REPRESENTATIVE'S SUPERVISOR:** John Maloney

**601.1.3. PROJECT MANAGER:** Joe De La Garza, P.E.

**601.1.4. RESPONSIBLE IN CHARGE PERSON:**

List name of individual Engineer as licensed: Joe De La Garza, P.E.

**601.1.5. IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**

List Engineer license number: 030822

### **601.2. CONSULTANT'S SUBCONSULTANTS**

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

- 601.2.1.a** AERIAL MAPPING: N/A
- 601.2.1.b** ENVIRONMENTAL: N/A
- 601.2.1.c** CIVIL ENGINEER: S2 Civil
- 601.2.1.d** STRUCTURAL ENGINEER: N/A
- 601.2.1.e** MECHANICAL ENGINEER: N/A
- 601.2.1.f** ELECTRICAL ENGINEER: N/A
- 601.2.1.g** LANDSCAPE DESIGN: N/A
- 601.2.1.h** INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A
- 601.2.1.i** GEOTECHNICAL ENGINEER: N/A
- 601.2.1.j** LAND SURVEYOR: N/A
- 601.2.1.k** POTHOLING: N/A

**END OF EXHIBIT "F"**



Contract No. 25.MWB131-SK  
Contract Title Lake Mead ITS Improvements,  
Buffalo Dr. to Rancho Dr.

**EXHIBIT "G"**  
**EXAMPLE INVOICE**

Project Name:  
CLV Project Number:  
Consultant  
Invoice Number:  
Invoice Date:

### DIRECT LABOR COSTS

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

DESCRIPTION	RATE	QUANTITY	TOTAL
<b>TOTAL</b>			\$0.00

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

FIRM NAME	TOTAL
TOTAL	\$0.00

<b>TOTAL AMOUNT INVOICED</b>	<b>\$0.00</b>
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**EXHIBIT "H"****CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS****1. Definitions**

"City" means the City of Las Vegas.

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

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

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

**2. Policy**

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

**3. Instructions**

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

**4. Incorporation**

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

<b>Block 1: Contracting Entity</b>	
Name: WSP USA INC.	
Address: 300 S. 4 <sup>TH</sup> STREET, SUITE 1200	City / ST / Zip: LAS VEGAS, NV 89101
Telephone: 725-724-4400	EIN or DUNS : 11-1531569
<b>Block 2: Description / Subject Matter of Contract</b>	
Services for: Lake Mead Blvd ITS	Project Number:
<b>Block 3: <u>Type of Business</u></b>	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)****Block 4: Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	WSP USA INC. (100% Owner)	One Penn Plaza, 2 <sup>nd</sup> Flr, New York, NY 10119	212-465-5000
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

**Block 5: Disclosure of Ownership and Principals – Alternate**

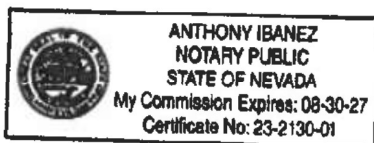
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

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



Syndi Dudley  
Signature  
10/8/24  
Date

Subscribed and sworn to before me this 8<sup>th</sup> day of October, 2024

[Signature]

Notary Signature

State of Nevada County of Clark  
The foregoing instrument was acknowledged before me  
this 08<sup>th</sup> day of October, 2024  
By Syndi Dudley  
Anthony Ibanez Notary Public  
My Commission Expires 08-30-2027