

**PRIME DESIGN SERVICES CONTRACT**  
**FOR**  
**FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

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 ATKINS NORTH AMERICA INC DBA ATKINSREALIS USA INC. (the "Consultant"), a CORPORATION, whose address is 2270 CORPORATE CIRCLE, SUITE 200, HENDERSON, NV 89074.

PROJECT DESCRIPTION: The City of Las Vegas Fiscal Year 2022 Safe Streets and Roads for All Grant Program consists of two primary tasks. The first task is a comprehensive update to the City's Vision Zero Action Plan through 2025 to document the progress and implementation of the plan. In addition, the updated plan report shall be a master document detailing updated goals, objectives, and key results for the next plan update over the next two years. The second task is the creation and transfer of a Vision Zero public-facing interface dashboard to show progress on the implementation of the Action Plan.

WITNESSETH:

WHEREAS, the City intends to construct the FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM (herein the "Project"); and

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

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

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof.

1.0 CONSULTANT RESPONSIBILITIES

- 1.1 *Description of Consultant's Services.* For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.
- 1.2 *Performance Standards.* In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.
- 1.3 *Document Review.* The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.
- 1.4 *Waiver.* The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City.

under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

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

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

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

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

- 1.6 *Correspondence Review.* The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.
- 1.7 *Cooperation with the City.* The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.
- 1.8 *Responsibility for Construction Document Revisions*

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

1.8.2 *Responsibility for Revisions.* The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

## 2.0 CITY RESPONSIBILITIES

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

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

- 2.3 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.
- 2.4 Cooperation with Consultant. The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

**3.0 CHANGES TO CONSULTANT'S SERVICES**

- 3.1 Requested Changes. The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.
- 3.2 Adjustment of Compensation. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

**4.0 ADDITIONAL SERVICES OF CONSULTANT**

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

**5.0 SUBCONSULTANT CONTRACT**

- 5.1 Subconsultant Provisions. If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into a CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:
  - 5.1.1 the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,
  - 5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,
  - 5.1.3 the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and
  - 5.1.4 unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

## 6.0 TERM OF CONTRACT

- 6.1 **Term.** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.
- 6.2 **Disputes.** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

## 7.0 COMPENSATION AND TERMS OF PAYMENT

- 7.1 **Compensation: Basic Services.** For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.
- 7.2 **Multiplier.** Exhibit D, Section 401.1. provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.
- 7.3 **Compensation: Additional Services.** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative. The City will not reimburse for overtime rates.
- 7.4 **Compensation: Reimbursable Expenses.** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.
- 7.5 **Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown)). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of thirty (30) days from the date of receipt by the City. If payment has not been received within the thirty (30) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.
- 7.6 **Right to Offset.** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out

of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

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

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

10.0 MISCELLANEOUS PROVISIONS

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

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

- 10.1.1 the Consultant was not a contributing cause for the suspension,
- 10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
- 10.1.3 the Consultant could not mitigate the increase in the performance cost,

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

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

10.3 Termination for Cause or Other Resolution.

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

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing, allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

10.3.2 **City's Rights.** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may: terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost for completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City, 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 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 Ownership of Documents

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

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

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

#### 10.4.1 Delivery of Documents.

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

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

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

10.4.3 Contractual Rights. Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

#### 10.5 Insurance

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

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

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

- 10.5.3 Commercial Automobile Liability Insurance of limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- 10.5.4 Professional Liability Insurance (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Contract.
- 10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- 10.5.6 All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".
- 10.5.7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- 10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Two-Hundred Fifty Thousand (\$250,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed Two-Hundred Fifty Thousand (\$250,000) without the prior written approval of the City.
- 10.5.9 Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.
- 10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section 10.3, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.
- 10.5.11 Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- 10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.
- 10.5.13 The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.
- 10.5.14 Period of Coverage. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 Indemnity

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

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

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

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

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

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

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

10.9 Consultant Warranties. The Consultant hereby represents and warrants that:

10.9.1 it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

- 10.9.2 it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,
- 10.9.3 its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and
- 10.9.4 it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), filed with the City's Purchasing & Contracts Division, a current "Disclosure of Ownership/Principals," which is incorporated herein by reference and will form a part of this Contract as if set forth herein in its entirety. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the Disclosure of Ownership/Principals previously submitted within fifteen (15) days of such change as required thereunder.
- 10.10 *Consultant's Employees.* The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.
- 10.11 *Independent Contractor.* It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.
- 10.12 *Applicable Law.* This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.  
*Compliance with Laws.* The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.
- 10.13 *Certification – No Israel Boycott.* By signing this Contract, Consultant certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.  
"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.
- 10.14 *Severability.* In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain valid and binding on the parties hereto.
- 10.15 *Confidentiality.* The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.
- 10.15.1 *Definition.* The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

- 10.15.2 Requirements. Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Contract; 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 Contract, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.
- 10.15.3 Nevada Public Records Act. Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statute ("NPR") and that certain Confidential Information may be subject to the NPR. Therefore, notwithstanding anything to the contrary contained in this Contract or that (i) the City is subject to the requirements and obligations for disclosure of the NPR; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Contract. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPR shall not be a violation, waiver, and/or a default whatsoever of this Contract by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPR is permitted under this Contract and shall not waive or relieve Consultant's ongoing contractual obligations under this Contract. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPR shall still remain subject to the confidentiality obligations stated in this Contract. In the event City receives any subpoena, demand, or request under the NPR 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 NPR, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.
- 10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.
- 10.17 Modification. All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.
- 10.18 Notice. Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.
- 10.19 Prohibition Against Contingent Fees. The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 Claim or Dispute Resolution

10.20.1 Notice of Claim or Dispute. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 Resolution by Management. The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20.3. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 Resolution by Mediation. Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

10.22 Calendar Day. All references in this Contract to days are to calendar days unless otherwise indicated.

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

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

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.

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

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

CITY OF LAS VEGAS

ATKINSRÉALIS USA INC.

Signature

Date

Signature

Date

Printed Name

Printed Name

Title

Title

ATTEST:

Dr. LuAnn D. Holmes, MMC

Date

City Clerk

APPROVED AS TO FORM

DocuSigned by:

*Carmen Gilbert*

12/26/2024 | 3:06 PM PST

8862965F49B8449...

Deputy City Attorney

Date

Carmen Gilbert

Printed Name

## LIST OF EXHIBITS

- EXHIBIT “ A ”** SCOPE OF SERVICES
- EXHIBIT “ B ”** REQUIRED SUBMITTALS
- EXHIBIT “ C ”** PERFORMANCE SCHEDULE
- EXHIBIT “ D ”** FEE BREAKDOWN
- EXHIBIT “ E ”** COMPENSATION
- EXHIBIT “ F ”** KEY PERSONNEL LIST
- EXHIBIT “ G ”** EXAMPLE INVOICE
- EXHIBIT “ H ”** DEPARTMENT OF TRANSPORTATION ASSURANCES
- EXHIBIT “ I ”** DISADVANTAGE BUSINESS PARTICIPATION
- EXHIBIT “ J ”** CONSULTANT COST - CERTIFICATION OF FINAL INDIRECT COSTS

**EXHIBIT A**  
**SCOPE OF SERVICES**

**100 GENERAL INFORMATION**

**100.1. PROJECT OVERVIEW/DESCRIPTION**

The City of Las Vegas Fiscal Year 2022 Safe Streets and Roads for All Grant Program consists of two primary tasks. The first task is a comprehensive update to the City's Vision Zero Action Plan through 2025 to document the progress and implementation of the plan. In addition, the updated plan report shall be a master document detailing updated goals, objectives, and key results for the next plan update over the next two years. The second task is the creation and transfer of a Vision Zero public-facing interface dashboard to show progress on the implementation of the Action Plan.

**100.2. CONSTRUCTION COST BUDGET**

**100.2.1. Construction Cost Budget**

Construction Cost Budget as used herein means the monetary limit established by the City for 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.

**100.2.2. NOT USED**

**100.3. PROJECT CONTACT INFORMATION**

**100.3.1. *City's Representative Authority***

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.

**100.3.2. *City's Representative Authority***

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.

**100.4. PLAN CONTROL AND STANDARDS**

**100.4.1. Standards**

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II

Regional Transportation Commission of Southern Nevada Policies and Procedures

Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction

Manual on Uniform Traffic Control Devices

Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual

Las Vegas Valley Flood Control Master Plan Update (MPU), current edition

Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005

Las Vegas Valley Water District (LVVWD) Rules and Regulations

Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada

Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

Freeway and Arterial System of Transportation (FAST) standards

National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

Public Rights of Way Accessibility Guidelines (PROWAG)

Transportation Research Board's (TRB) Highway Capacity Manual (HCM)

AASHTO Highway Safety Manual

**100.4.2. Design Criteria**

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.

**100.5. CHANGES TO SCOPE OF SERVICES**

**100.5.1. Scope and Workload**

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

**100.5.2. Approval of Scope Changes**

The City Engineer or their authorized representative may at any time, only by written order, make changes which 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 Seven, or in the time of performance under Section Eight, 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 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.

**100.6. RESPONSIBILITIES OF THE CONSULTANT**

**100.6.1. Plans and Specifications**

The Consultant shall provide an Action Plan and dashboard, for the project described in Section 100.1, that are whole and complete, technically accurate, 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.

**100.6.2. Subcontracts**

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.

**100.6.3. Document Control**

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.

**100.6.4. Material and Equipment Specification**

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.

**100.6.5. Document Accuracy**

Prior to each submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all review comments, and coordination within and between 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.

**100.6.6. QA/QC Review**

The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each submittal. All submittals shall include a letter from the Consultant verifying 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.

**100.6.7. Estimated Quantities**

The Consultant shall conceptually estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks.

**100.6.8. Corrections and Revisions**

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.

**100.6.9. Asbestos Containing Materials**

NOT USED

**100.6.10. Subconsultant Coordination**

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.

**100.6.11. Conformance with Laws and Regulations**

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.

**100.6.12. Material Substitution**

All work shall be provided by the Consultant for each and every part of the Project.

**100.6.13. Contract Documents**

NOT USED

**100.6.14. Professional and Technical Accuracy**

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.

**100.6.15. CMAR Coordination**

NOT USED

**100.6.16. Film Permit Waiver**

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.

**100.6.17. NOT USED**

- 100.6.17.a NOT USED
- 100.6.17.b NOT USED
- 100.6.17.c NOT USED
- 100.6.17.d NOT USED
- 100.6.17.e NOT USED
- 100.6.17.f NOT USED
- 100.6.17.g NOT USED
- 100.6.17.h NOT USED
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- 100.6.17.k NOT USED
- 100.6.17.l NOT USED
- 100.6.17.m NOT USED
- 100.6.17.n NOT USED
- 100.6.17.o NOT USED
- 100.6.17.p NOT USED
- 100.6.17.q NOT USED

**100.7. NOT USED**

**100.8. NOT USED**

**100.9. RESPONSIBILITIES OF THE CONSULTANT**

The Consultant shall be responsible for performing all work necessary to complete the schedule of work. Should additional work be requested by the City, this work would be paid for in accordance with Section 3.1, 3.2, and 7.2 of this Contract.

**100.10. RESPONSIBILITIES OF THE CITY**

**100.10.1. Provision of Documentations**

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.

**100.10.2. Site Access**

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

**100.10.3. Acquisition**

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

**100.10.4. NOT USED**

**100.11. CITY'S REVIEW PROCESS**

**100.11.1. Preliminary Reviews**

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.

**100.11.2. Response to Preliminary Review Comments**

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.

**100.11.3. City Review Schedule**

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.

**100.11.4. Provision of Review Response**

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. Communication**

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. Invoices**

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. Payroll Reports and Time Cards**

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. Project Status**

On a monthly basis, or a timeframe 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 Progress Meetings and may be performed in a phone, email, or mailed correspondence as approved by the City Representative.

**101.1.5. MasterWorks**

Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

**101.2. KICKOFF MEETING AND PROGRESS MEETINGS**

**101.2.1. Agenda and Schedule**

Consultant shall prepare an agenda and schedule and attend a kickoff meeting with the City and other agencies as required within ten (10) 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 (5) business days following the kickoff 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.

**101.2.2. Deliverables**

Project Kickoff Meeting Agenda and copies for distribution at Kickoff Meeting; Project Kickoff Meeting Minutes.

**101.2.3. Anticipated Frequency**

Consultant shall attend approximately twelve (12) progress/coordination meetings to be held with the City and other relevant agencies. Progress meetings shall be conducted monthly, or a timeframe approved by the City's Representative, at the City's offices or virtually through applications such as Microsoft Teams, 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 (5) 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.

**101.2.4. Deliverables**

Meeting Agenda and copies for distribution at Progress Meetings; Progress Meeting Minutes.

**101.3. PROJECT TECHNICAL ADVISORY COMMITTEE (TAC)**

**101.3.1. Coordination**

The purpose of the TAC is to facilitate dialogue with agency staff that has specific technical or historical knowledge pertinent to the development of the updated Vision Zero Action Plan and accompanying dashboard. The goal of the TAC is to provide a venue for specific feedback on the project's scope and results. The TAC potentially includes representatives from:

- City of Las Vegas
  - Mayor's Office
  - City Council Ward Offices
  - City Manager's Office
  - Department of Public Works – Transportation Engineering Division
  - Department of Community Development
  - Department of Neighborhood Services
  - Department of Economic & Urban Development
  - Department of Public Safety
  - Office of Communications
  - City Attorney's Office
  - Las Vegas Fire & Rescue
- Atkins Réalis
- Nevada Department of Transportation (NDOT)
- Clark County Office of Traffic Safety
- City of Henderson (CoH)
- City of North Las Vegas (CNLV)
- Regional Transportation Commission of Southern Nevada (RTC-SNV)
- Regional Transportation Commission Washoe County (RTC-Washoe)
- Clark County Safe Routes to School (SRTS)
- Clark County School District Police Department
- Las Vegas Metropolitan Police Department (LVMPD)
- University of Nevada Las Vegas (UNLV)
- Nevada Bicycle & Pedestrian Advisory Board
- Southern Nevada Health District (SNHD)
- Southern Nevada Bicycle Coalition
- Southern Nevada Pedestrian Task Force
- Taxi & Transportation Network Companies (TNC) – Uber
- Motional
- INRIX

The TAC will review the updated Vision Zero Action Plan and dashboard, provide input on proposed improvements, and meet as needed during the study period.

The Consultant will coordinate the logistics for the TAC with other Vision Zero consultants, including meeting location, notices and updates to members (including sending information and questions to the TAC members before meetings to help meetings flow better due to the large number of potential representatives), and meeting documentation. Meeting minutes will be developed and distributed by the Consultant for TAC comment after each meeting. It is anticipated that the Consultant will need to participate in a total of two (2) TAC meetings.

**101.3.2. Deliverables**

Ensure TAC Meeting information is carried through within Vision Zero update.

**101.3.3. NOT USED**

**101.3.4. NOT USED**

101.3.5. NOT USED

101.3.6. NOT USED

101.3.7. City Approval of Documentation

101.3.8. City Engineer Authority

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. NOT USED

101.4. CITY OF LAS VEGAS VISION ZERO ACTION PLAN WEBPAGE UPDATES

101.4.1. Webpage

The City will host and maintain the Vision Zero Action Plan project webpage and the Consultant will provide project information such as project description, photographs, maps, charts, and dashboards. The City project webpage will be a living webpage that will evolve over time.

101.4.2. Deliverables

Project description, photographs, maps, charts, and dashboards to be completed with 1-year of notice-to-proceed

101.5. PUBLIC SURVEYS

101.5.1. Surveys

The Consultant will develop an online survey, which will be distributed to public meeting attendees, neighborhood meeting attendees, and placed on the Vision Zero Action Plan project webpage for residents to comment on. The public comment period will be determined by the City of Las Vegas.

101.5.2. Deliverables

Online survey within 1-year of notice-to-proceed

101.5.3. NOT USED

101.5.4. NOT USED

101.6. LOCAL AGENCY COMMITTEE AND BOARD UPDATES

101.6.1. Updates

The City of Las Vegas will make presentations to committees and boards necessary to finalize the updated Vision Zero Action Plan. The Consultant will develop a PowerPoint or ArcGIS StoryMap presentation for use at committee and board meetings and will support the presentations at the end of the action plan. The Consultant will address and document all questions, concerns, and input from the committees.

101.6.2. Deliverables

PowerPoint or ArcGIS StoryMap and Collateral Materials within 1-year of notice-to-proceed; meeting minutes as prepared by the respective local agencies

101.7. NOT USED

101.7.1. NOT USED

101.7.2. NOT USED

**102 EXISTING CONDITIONS ANALYSIS**

102.1. REVIEW POLICIES, PLANS, AND STUDIES

102.1.1. Literature Review

The consultant will assemble and create a summary of complementary plans and surveys, which include:

- 2045 Downtown Master Plan (CLV, 2021)
- Historic Westside HUNDRED Plan (CLV, 2016)
- Access 2050 Regional Transportation Plan (RTC, 2021)
- Extreme Heat and Public Transit Survey (RTC, 2022)
- OnBoard Mobility Plan (RTC, 2020)
- Speed Management Action Plan (NDOT, 2022)
- Bicycle Lane Study (CLV, TBD)

102.1.2. Deliverables

Incorporation of above-mentioned plans in the Vision Zero Action Plan update.

102.1.3. NOT USED

102.1.4. NOT USED

102.1.5. NOT USED

102.1.6. NOT USED

102.1.7. NOT USED

102.1.8. NOT USED

102.1.9. NOT USED

102.1.9.a NOT USED

102.1.10. NOT USED

102.2. CRASH STATISTICS AND TRENDS EVALUATION

102.2.1. Crash Analysis

The Consultant will use the RTC's Regional Vision Zero High Injury Network and Communities of Concern map for the CLV Action Plan update. The Consultant will create a systemic improvements map and identify future capital improvement projects, which will be included within the Action Plan Strategies report section. The systemic improvement map will include locations for the following:

- Corridor lighting upgrades
- Fiber upgrades

- Leading Pedestrian Intervals
- Flashing Yellow Arrow
- Speed Feedback Signs

The map shall also identify near misses, pulled from the INRIX platform, and identify systemic improvements to mitigate those near misses.

**102.2.2. Deliverables**

A GIS map that includes the city's updated HIN and COC, that coincides with the RTC's, and that identifies systemic improvements that can be included in the Action Plan Strategies report section; Task Deliverables to be completed within 1-year of notice-to-proceed

**102.2.3. NOT USED**

**102.2.4. NOT USED**

**102.2.5. NOT USED**

**102.2.6. NOT USED**

**102.2.7. NOT USED**

**102.2.8. NOT USED**

**102.3. DASHBOARD**

**102.3.1. Dashboard**

The Consultant will create and transfer a Vision Zero public-facing interface dashboard to show progress on the implementation of the City's Vision Zero Action Plan. Metrics gathered from INRIX will be synthesized with before and after safety improvement studies, and data will be collected and published in a format that supports federal reporting standards, so other agencies can benefit from the lessons the City has learned. The Consultant shall attend and facilitate meetings and/or workshops with City staff to ensure the dashboard can be carried through past the end of the project.

The safety evaluation and dashboard shall include the following Vision Zero strategies:

- (2.2.2) Analyze all new and existing arterials with a posted speed limit of 35 MPH or less for incorporation of buffered bicycle lanes, cycle tracks, and/or shared use paths.
- (5.2.1) Develop and implement a speed data collection program that covers a high percentage of the city street network, focusing on the HIN. Publish citywide existing conditions, slow zone information, and speed data collection results on the CLV Vision Zero site.
- (5.2.2) Use speed data to proactively identify areas that need enforcement or engineering measures, particularly near schools.
- (5.3.1) Conduct crash data analysis post project implementation to identify populations impacted and trends.
- (5.3.2) Document effects of all transportation infrastructure projects, including speed reduction along the HIN, and share findings with the public.
- (5.3.3) Develop City-specific corridor and intersection crash rates by road hierarchy.

INRIX to provide traffic volumes, vehicular speeds, near misses, rapid acceleration, hard braking, hard cornering, and other safety analytics, as needed.

**102.3.2. Deliverables**

GIS data sets for a public-facing interface dashboard within 1-year of notice-to-proceed, including:

- (2.2.2) Identification of arterials for incorporation of buffered bicycle lanes, cycle tracks, and/or shared use paths.
- (5.2.1) A new policy on setting speed limits, informed by the overlay of existing speed limits, NDOT's SMAP, and INRIX data.
- (5.2.2) Identification of corridors adjacent to schools that need enforcement or engineering measures.
- (5.3.1) Identification of (5) projects and crash trends before and after implementation.
- (5.3.2) Identification of (5) corridors for speed limit reductions, and speed trends before and after implementation.

- (5.3.3) Provide City-specific corridor crash rates by road hierarchy.

**102.3.3.** NOT USED

**102.3.4.** NOT USED

**102.4.** NOT USED

**102.4.1.** NOT USED

102.4.1.a NOT USED

102.4.1.b NOT USED

102.4.1.c NOT USED

**102.4.2.** NOT USED

102.4.2.a NOT USED

102.4.2.b NOT USED

102.4.2.c NOT USED

**102.4.3.** NOT USED

102.4.3.a NOT USED

102.4.3.b NOT USED

102.4.3.c NOT USED

**102.4.4.** NOT USED

102.4.4.a NOT USED

**102.4.5.** NOT USED

102.4.5.a NOT USED

102.4.5.b NOT USED

102.4.5.c NOT USED

102.4.5.d NOT USED

102.4.5.e NOT USED

102.4.5.f NOT USED

102.4.5.g NOT USED

102.4.5.h NOT USED

102.4.5.i NOT USED

102.4.5.j NOT USED

**102.4.6.** NOT USED

102.4.6.a NOT USED

102.4.6.b NOT USED

102.4.6.c NOT USED

**102.5.** NOT USED

**102.5.1.** NOT USED

**102.5.2.** NOT USED

**102.5.3.** NOT USED

**102.5.4.** NOT USED

**102.5.5.** NOT USED

**102.5.6.** NOT USED

**102.6.** NOT USED

**102.6.1.** NOT USED

102.6.1.a NOT USED

102.6.1.b NOT USED

102.6.1.c NOT USED

102.6.1.d NOT USED

102.6.1.e NOT USED

102.6.1.f NOT USED

102.6.1.g NOT USED

102.6.1.h NOT USED

102.6.1.i NOT USED

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102.6.1.k NOT USED

102.6.1.l NOT USED

102.6.1.m NOT USED

102.6.1.n NOT USED

102.6.1.o NOT USED

102.6.1.p NOT USED

102.6.1.q NOT USED

102.6.1.r NOT USED

**102.6.2.** NOT USED

102.6.2.a NOT USED

102.6.2.b NOT USED

102.6.2.c NOT USED

102.6.2.d NOT USED

102.6.2.e NOT USED

102.6.2.f NOT USED

102.6.2.g NOT USED

102.6.2.h NOT USED

102.6.2.i NOT USED

102.6.2.j NOT USED

102.6.2.k NOT USED

102.6.2.l NOT USED

102.6.2.m NOT USED

102.6.2.n NOT USED

102.6.2.o NOT USED

102.6.2.p NOT USED

102.6.2.q NOT USED

102.6.2.r NOT USED

102.6.2.s NOT USED

**102.6.3.** NOT USED

102.6.3.a NOT USED

**102.6.4.** NOT USED

**102.7.** NOT USED

100.1.1 NOT USED

102.8. NOT USED

102.8.1. NOT USED

102.8.2. NOT USED

100.1.2 NOT USED

**103 VISION ZERO ACTION PLAN COMPONENTS**

103.1. MESSAGE FROM THE MAYOR OR CITY MANAGER

103.1.1. Message

The Consultant and the City of Las Vegas will work with the Mayor's office to help craft an opening Vision Zero Action Plan message.

103.1.2. Deliverables

Message from the mayor to include in the Vision Zero Action Plan within 1-year of notice-to-proceed

103.1.3. NOT USED

- 103.1.3.a NOT USED
- 103.1.3.b NOT USED
- 103.1.3.c NOT USED
- 103.1.3.d NOT USED
- 103.1.3.e NOT USED
- 103.1.3.f NOT USED
- 103.1.3.g NOT USED
- 103.1.3.h NOT USED
- 103.1.3.i NOT USED
- 103.1.3.j NOT USED
- 103.1.3.k NOT USED
- 103.1.3.l NOT USED
- 103.1.3.m NOT USED
- 103.1.3.n NOT USED
- 103.1.3.o NOT USED
- 103.1.3.p NOT USED
- 103.1.3.q NOT USED
- 103.1.3.r NOT USED
- 103.1.3.s NOT USED
- 103.1.3.t NOT USED
- 103.1.3.u NOT USED
- 103.1.3.v NOT USED
- 103.1.3.w NOT USED
- 103.1.3.x NOT USED
- 103.1.3.y NOT USED
- 103.1.3.z NOT USED
- 103.1.3.aa NOT USED
- 103.1.3.bb NOT USED
- 103.1.3.cc NOT USED
- 103.1.3.dd NOT USED

103.1.4. NOT USED

103.1.5. NOT USED

103.1.6. NOT USED

103.1.7. NOT USED

103.1.8. NOT USED

103.1.9. NOT USED

103.1.10. NOT USED

103.1.11. NOT USED

**103.2. REMEMBERING VICTIMS**

**103.2.1. Message**

The Consultant will work with the City of Las Vegas and stakeholders to develop a message from families and/or medical professionals regarding their experiences and the importance of the Vision Zero Action Plan. The Consultant will work with the City and the TAC to develop a new "Dedication and Remembrance" component, including offering the opportunity for families to record a 30-second video with their fatal and/or serious injury crash story.

**103.2.2. Deliverables**

Messages from families and/or medical professionals, including videos, within 1-year of notice-to-proceed

**103.3. VISION ZERO ACTION PLAN NEEDS**

**103.3.1. Strategies**

The Consultant and the City will collaborate with stakeholders to address and update the following Vision Zero Action Plan strategies:

- Reform the City's Approach to Transportation Safety
- Create Safe Streets for All
- Implement Safe Speeds
- Promote a Culture of Safety
- Enhance Communication, Transparency, and Accountability

**103.3.2. Deliverables**

The Consultant will provide new and/or update the Vision Zero Action Plan strategies within 1-year of notice-to-proceed

**103.4. ACTION ITEMS, IMPLEMENTATION PLAN, AND ECONOMIC APPRAISAL**

**103.4.1. Plan**

The Consultant and the City of Las Vegas will collaborate to develop action items and an implementation plan to help reduce crashes and reach a goal of Vision Zero. The Consultant will develop a priority list of projects, evaluate those projects based on cost/benefit analysis, and prioritize projects based on greatest impact.

**103.4.2. Deliverables**

Updated Vision Zero Action Plan action items and implementation plan, including a priority list of projects, within 1-year of notice-to-proceed

**103.4.3. Economic Appraisal**

The Consultant will develop an economic appraisal to approximate how much it will cost the City to invest per year to reach a goal of Vision Zero by 2050.

**103.4.4. Deliverables**

Economic Appraisal within 1-year of notice-to-proceed

103.5. NOT USED

103.5.1. NOT USED

103.5.2. NOT USED

103.5.3. NOT USED

103.5.4. NOT USED

**104 REPORT PREPARATION**

104.1. PREPARE DRAFT REPORT

104.1.1. Draft Report

The Consultant will prepare the draft report that will be the basis for the updated City of Las Vegas' Vision Zero Action Plan. The report will include all of the relevant information analyzed and recommended during the course of the project and will be a living document that will change over time.

Following the completion of the Draft Report, the Consultant will present the report to the City of Las Vegas Project Manager. Following the review by the City of Las Vegas Project Manager, the draft report will be presented to the project TAC members for their review.

The initial draft report and the revised draft report will undergo a QC/QA review by the Consultant prior to submittal.

104.1.2. Deliverables

Initial Draft Report including all pertinent documents (electronic) within 1-year of notice-to-proceed; Revised Draft Report including all pertinent documents (electronic) within 1-year of notice-to-proceed

104.1.3. NOT USED

104.1.4. NOT USED

104.1.5. NOT USED

104.1.5.a NOT USED.

104.1.6. NOT USED

104.1.6.a NOT USED

104.1.6.b NOT USED

104.1.7. NOT USED

104.1.8. NOT USED

104.1.9. NOT USED

104.2. FINAL REPORT SUBMISSION

104.2.1. Final Report

After all comments received from the City of Las Vegas Project Manager and TAC are duly addressed and incorporated into the report, the Consultant will resubmit the final report to the City of Las Vegas Project Manager for final review and approval. The final product will be a public-friendly, highly graphical, professional publication that is easy to read and ready for mass distribution.

- 104.2.1.a NOT USED
- 104.2.1.b NOT USED
- 104.2.1.c NOT USED
- 104.2.1.d NOT USED
- 104.2.1.e NOT USED

**104.2.2. Deliverables**

Final updated Vision Zero Action Plan report with all pertinent supporting documents (one original, three (3) copies, and an electronic copy) within 1-year of notice-to-proceed

- 104.3.** NOT USED
- 104.4.** NOT USED
- 104.5.** NOT USED
- 104.5.1.** NOT USED
- 104.5.2.** NOT USED
- 104.5.3.** NOT USED
- 104.5.4.** NOT USED

100.2 NOT USED

**105 NOT USED**

- 105.1.** NOT USED
- 105.2.** NOT USED
- 105.2.1.** NOT USED
- 105.2.2.** NOT USED

**106 NOT USED**

- 106.1.** NOT USED
- 106.2.** NOT USED
- 106.3.** NOT USED
- 106.3.1.** NOT USED
- 106.3.2.** NOT USED
- 106.4.** NOT USED

**107 NOT USED**

107.1. NOT USED

107.2. NOT USED

107.3. NOT USED

107.3.1. NOT USED

107.3.1.a NOT USED

107.3.1.b NOT USED

107.3.1.c NOT USED

107.3.1.d NOT USED

107.3.1.e NOT USED

107.3.1.f NOT USED

107.3.1.g NOT USED

107.3.1.h NOT USED

**108 NOT USED**

108.1. NOT USED

108.1.1. NOT USED

108.1.2. NOT USED

**END OF EXHIBIT "A"**

**EXHIBIT B**  
**REQUIRED SUBMITTALS**

**109 SUBMITTALS**

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.

**109.1. SCOPE OF SERVICES**

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. START DATE**

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. TIME**

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Preliminary and General Items	365 Days	Some subtasks will take 1-year to complete
Existing Conditions Analysis	100 Days	Some subtasks will take 1-year to complete
Vision Zero Action Plan Components	300 Days	Some subtasks will take 1-year to complete
Report Preparation	365 Days	Some subtasks will take 1-year to complete
<b>TOTAL CALENDAR DAYS TO COMPLETE:</b>	<b>365 Days</b>	

**302 DESIGN AND PERMITTING SCHEDULE DELAYS**

**302.1. EXPERIENCE AND KNOWLEDGE**

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. MAINTAINING SCHEDULE**

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. ADJUSTMENTS**

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. COMPENSATION**

The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed \$899,994.91. 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. MULTIPLIER**

The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 2.92, plus approved non-salary expenses identified in Section 7.03, Section 7.04, 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	\$749,998.84	

**401.2. PAYMENTS**

**401.3. PAYMENTS MADE UNDER THIS CONTRACT WILL BE IN ACCORDANCE WITH SECTION SEVEN - COMPENSATION AND TERMS OF PAYMENT.**

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

**401.4. CITY REPRESENTATIVE AUTHORITY**

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	Hours Subtotal	Direct Expenses	Task Amounts
<b>101</b>	<b>PRELIMINARY AND GENERAL ITEMS</b>			
101.1	Project Management	96	\$ -	\$ 20,916.08
101.2	Kickoff Meeting and Progress Meetings	144	\$ -	\$ 29,001.91
101.3	Project Technical Advisory Committee (TAC)	70	\$ -	\$ 14,073.12
101.4	City of Las Vegas Vision Zero Action Plan Webpage Updates	380	\$ -	\$ 61,822.36
101.5	Public Surveys	231	\$ 2,500.00	\$ 45,127.53
101.6	Local Agency Committee and Board Updates	106	\$ -	\$ 22,638.76
<b>101</b>	<b>Subtotal Hours</b>	<b>1,027</b>		
<b>101</b>	<b>Subtotal Fee</b>		<b>\$ 2,500.00</b>	<b>\$ 193,579.75</b>
<b>102</b>	<b>EXISTING CONDITIONS ANALYSIS</b>			
102.1	Review Policies, Plans, and Studies	80	\$ -	\$ 15,170.45
102.2	Crash Statistics and Trends Evaluation	396	\$ -	\$ 63,890.30
102.3	Dashboard	864	\$ -	\$ 141,338.98
<b>102</b>	<b>Subtotal Hours</b>	<b>1,340</b>		
<b>102</b>	<b>Subtotal Fee</b>		<b>\$ -</b>	<b>\$ 220,399.73</b>
<b>103</b>	<b>VISION ZERO ACTION PLAN COMPONENTS</b>			
103.1	Message from the Mayor or City Manager	24	\$ -	\$ 4,889.95
103.2	Remembering Victims	24	\$ -	\$ 4,889.95
103.3	Vision Zero Action Plan Needs	460	\$ -	\$ 89,912.29
103.4	Action Items, Implementation Plan, and Economic Appraisal	568	\$ -	\$ 106,957.26
<b>103</b>	<b>Subtotal Hours</b>	<b>1,076</b>		
<b>103</b>	<b>Subtotal Fee</b>		<b>\$ -</b>	<b>\$ 206,649.45</b>
<b>104</b>	<b>REPORT PREPARATION</b>			
104.1	Prepare Draft Report	564	\$ 2,500.00	\$ 100,667.25
104.2	Final Report Submission	168	\$ -	\$ 28,702.67
<b>104</b>	<b>Subtotal Hours</b>	<b>732</b>		
<b>104</b>	<b>Subtotal Fee</b>		<b>\$ 2,500.00</b>	<b>\$ 129,369.91</b>
	<b>Total Basic Services Hours</b>	<b>4,175</b>		
	<b>Total Basic Services Fee</b>		<b>\$ 5,000.00</b>	<b>\$ 749,998.84</b>

**402 ADDITIONAL SERVICES ALLOWANCE**

**402.1. ADDITIONAL SERVICE ALLOWANCE**

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. PROVISION OF ADDITIONAL SERVICES**

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

**402.3. ADDITIONAL SERVICES COMPENSATION**

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. REIMBURSABLES**

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. INCREASE TO NOT-TO-EXCEED COST**

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	\$149,996.07	Additional meetings, presentations, outreach, analysis

**402.6. ADDITIONAL SERVICES**

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

- Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- Additional Topographic Survey – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- As-Builts – As requested by the City, Consultant shall provide As-Builts.
- Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- Dam Safety Permit – As required by the City, Consultant shall coordinate with the State Engineer’s Office and update the existing dam safety permit, if one is required for the Project.
- Drainage Study – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- Facility Specific Environmental Assessment – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- Hydrology and Hydraulics – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- Master Plan Amendment – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.

Removal of Inflow/Infiltration Sources to Sanitary Sewer System – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

Right-of-Way – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

Section 404 Permit Application – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

Sewer Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

Slope/Embankment Design – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

Structural Design – As required by design should the alternatives selection require a retaining wall, drainage structure or other structural design on the project.

Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.

Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities

Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

**END OF EXHIBIT “D”**

**EXHIBIT E**  
**COMPENSATION**

**500 CONSULTANT HOURLY RATES**

**500.1. MAXIMUM ALLOWABLE RATES**

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 7.03 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
Principal-in-Charge	\$115
Project Manager	\$100
Deputy Project Manager	\$65
Technical Advisor	\$120
Senior Planner	\$65
Planner	\$40
Senior Engineer	\$80
Engineer	\$50
QA/QC	\$75
Dashboard Manager	\$75
Senior Dashboard Developer	\$65
Dashboard Developer	\$55
Public Outreach Manager	\$75
Senior PIO	\$55
PIO	\$45
Senior Graphic Designer	\$50
Graphic Designer	\$45
Videographer	\$75
Website/Database	\$35
Support	\$35
Sub Strategy Lead	\$140
Sub Project Manager	\$60
Sub Project Coordinator	\$50
Sub Interpreter	\$330

**501 ADDITIONAL SERVICES RATES**

**501.1. ADDITIONAL SERVICE COSTS**

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
Additional Meetings and Presentations	N/A	N/A	\$49,998.93
Additional Outreach	N/A	N/A	\$49,999.07
Additional Analysis	N/A	N/A	\$49,998.08

**501.2. ADDITIONAL SERVICE RATES**

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

**501.3. SUBCONSULTANT ADDITIONAL SERVICES**

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. PROVISION OF SERVICES**

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	HOURS SUBTOTAL	Direct Expenses	Task Amounts
<b>105</b>	<b>ADDITIONAL SERVICES</b>			
105.1	Additional Meetings and Presentations	294		\$ 49,998.93
105.2	Additional Outreach	268	\$ 5,000.00	\$ 49,999.07
105.3	Additional Analysis	303		\$ 49,998.08
	<b>Total Additional Services - Hours</b>	<b>865</b>		
	<b>Total Additional Services - Fee</b>		<b>\$ 5,000.00</b>	<b>\$ 149,996.07</b>

**502 REIMBURSABLE EXPENSES**

**502.1. ALLOWABLE REIMBURSABLE EXPENSES**

The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE

**502.2. COMPENSATION FOR REIMBURSABLES EXPENSES**

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. LIMITATION OF REIMBURSABLE EXPENSES**

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. LIMITATION OF REIMBURSABLE COSTS**

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

**502.5. TRAVEL AND PER DIEM**

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.

**502.5.1. Authorization of Travel**

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

- 502.5.1.a 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.
- 502.5.1.b 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.
- 502.5.1.c Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.
- 502.5.1.d 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: LIA GRIMALDI
- 600.2. CITY REPRESENTATIVE'S SUPERVISOR: SEAN ROBINSON

**601 CONSULTANT'S PROJECT STAFF**

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

- 601.1. CONSULTANT REPRESENTATIVE (WHO MAY ALSO BE ONE OF THE FOLLOWING STAFF): SCOTT RICKERT
- 601.2. CONSULTANT REPRESENTATIVE'S SUPERVISOR: JAMIE ARCHAMBEAU
- 601.3. PROJECT MANAGER: SCOTT RICKERT
- 601.4. RESPONSIBLE IN CHARGE PERSON:

List name of individual Engineer as licensed: Scott A. Rickert, P.E.

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

List Engineer license number: Nevada PE #021631

**602 CONSULTANT'S SUBCONSULTANTS**

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

- 602.1. MINORITY OUTREACH: ERICKA AVILES CONSULTING
- 602.2. NOT USED
- 602.3. NOT USED
- 602.4. NOT USED
- 602.5. NOT USED
- 602.6. NOT USED
- 602.7. NOT USED
- 602.8. NOT USED
- 602.9. NOT USED
- 602.10. NOT USED
- 602.11. NOT USED

**END OF EXHIBIT "F"**

EXHIBIT G  
 EXAMPLE INVOICE

Project Name: FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM  
 Contract No.:  
 Purchase Order No.:  
 CLV Project #:  
 Invoice Number:  
 Period:  
 Invoice Date:

Consultant: Atkins Realis  
 Project Number:  
 Consultant Rep: Scott Rickert  
 Consultant Phone: (702) 551-6296  
 CLV Project Manager: Lia Grimaldi  
 CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	<b>PRELIMINARY AND GENERAL ITEMS</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
101.1	Project Management				\$0.00	\$0.00			
101.2	Kickoff Meeting and Progress Meetings				\$0.00	\$0.00			
101.3	Project Technical Advisory Committee (TAC)				\$0.00	\$0.00			
101.4	City of Las Vegas Vision Zero Action Plan Webpage Updates				\$0.00	\$0.00			
101.5	Public Surveys				\$0.00	\$0.00			
101.6	Local Agency Committee and Board Updates				\$0.00	\$0.00			
102	<b>EXISTING CONDITIONS ANALYSIS</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
102.1	Review Policies, Plans, and Studies				\$0.00	\$0.00			
102.2	Crash Statistics and Trends Evaluation				\$0.00	\$0.00			
102.3	Dashboard				\$0.00	\$0.00			
103	<b>VISION ZERO ACTION PLAN COMPONENTS</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
103.1	Message from the Mayor or City Manager				\$0.00	\$0.00			
103.2	Remembering Victims				\$0.00	\$0.00			
103.3	Vision Zero Action Plan Needs				\$0.00	\$0.00			
103.4	Action Items, Implementation Plan, and Economic Appraisal				\$0.00	\$0.00			
104	<b>REPORT PREPARATION</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
104.1	Prepare Draft Report				\$0.00	\$0.00			
104.2	Final Report Submission				\$0.00	\$0.00			
	Not-to-Exceed Total Basic Services Fee	\$0.00	\$0.00						

	Additional Services Allowance:	\$0.00							
ASR#	Total Additional Services Authorized	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
101.4.3	Safety Scanner Hunt				\$0.00	\$0.00			
101.4.3	Safety Videos				\$0.00	\$0.00			

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

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



EXHIBIT H  
DEPARTMENT OF TRANSPORTATION ASSURANCES  
(FHWA EXHIBIT E)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**PERTINENT NON-DISCRIMINATION AUTHORITIES:**

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

END OF EXHIBIT H

**EXHIBIT I**  
**DISADVANTAGED BUSINESS PARTICIPATION**

The following DBEs have been identified to support this Agreement. The scope and percent of total contract value identified below shall serve as a minimum participation value, but may be exceeded. Consultant shall not delete work scope or reduce the identified DBEs contract value without prior written agreement by the Nevada Department of Transportation and the City of Las Vegas.

<b>DBE</b>	<b>Scope of Work</b>	<b>Minimum Percentage of Total Agreement Value</b>
<b>Ericka Aviles Consulting</b>	<b>Minority Outreach</b>	<b>5%</b>

EXHIBIT J  
CONSULTANT COST - CERTIFICATION OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this Proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this Proposal (Identify Proposal and Date) to establish final indirect cost rates for (Agreement Term) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

Firm Name: AtkinsRéalis

Signature of Certifying Official: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

\*Certifying Official shall be an individual executive or financial officer of the Service Provider's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted for acceptance.

END OF EXHIBIT J