

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
CIVIC CENTER IMPROVEMENTS
CAREY AVENUE TO CHEYENNE AVENUE**

This Professional Engineering Services Agreement for the Civic Center Improvements – Carey Avenue to Cheyenne Avenue Project (as such may be modified, amended or supplemented, the “Agreement”) is made and entered into as of the ____ day of _____, 2021, by and between the City of North Las Vegas, a Nevada municipal corporation, (the “City”), and WSP, USA Inc., a New York corporation, (hereinafter referred to as “Consultant”).

RECITALS:

1. The City intends to improve and enhance sections of Civic Center Drive to address roadway deficiencies, uniformity, accessibility, and traffic circulation by way of incorporating the Complete Street design, extending from Carey Avenue to Cheyenne Avenue. Such work will perpetuate the full-width, continuous roadway to include modifications to the curb, gutter, sidewalk, and provide for pavement rehabilitation along sections where needed (hereinafter referred to as the “Improvements”); and
2. The City desires to obtain quality professional services of the Consultant to perform the design, bid phase support, and construction management support (hereinafter referred to as the “Project”) for construction of the Improvements; and
3. The Consultant’s scope of service and compensation have been arrived at after meaningful negotiations between the City and the Consultant.

NOW, THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Sections I through XII hereof.

SECTION I - RESPONSIBILITY OF CONSULTANT

In addition to any other responsibilities of Consultant set forth in this Agreement, Consultant shall have the following responsibilities:

- A. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Consultant, by Consultant’s subconsultants, and by any of the principals, officers, employees and agents of Consultant or any subconsultant under this Agreement. In performing these services, Consultant shall follow practices consistent with generally accepted professional standards of care for the profession of the services provided to the City pursuant to this Agreement. The Consultant shall, without additional compensation, promptly correct and revise any errors or deficiencies in its design, drawings, specifications, reports, and other services, or in any portion of the Project performed by subconsultants. The City’s review or comment, approval, acceptance, or payment for any of the Consultant’s documents, products or services shall not be construed to operate as a waiver of any rights the City has under this Agreement or of any cause of action arising out of the performance of this Agreement, and shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of all work delivered under this Agreement. The Consultant shall remain liable to the City for any damages caused by negligent acts or omissions by Consultant or its agents in the performance of the Agreement.

- B. Consultant shall assign Syndi Dudley, PE, whose license number is 11070, as the Principal-in-Charge ("Principal-in-Charge"), and Roger Patton, PE, whose license number is 7796, as the Project Manager ("Project Manager"). All of the services specified by this Agreement shall be performed by the Project Manager, or by Consultant's associates, employees, and subconsultants under the personal supervision of the Project Manager. Should the Principal-in-Charge or the Project Manager be unable to complete his or her responsibility for any reason, the Consultant shall notify the City in writing, and within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within ten (10) calendar days.
- C. In accordance with NRS 338.140, the Consultant shall not produce a design and/or specification for the Project which would limit the bidding, directly or indirectly, to any one specific concern unless a unique or novel product application is required to be used in the public interest, or only one brand or trade name is known to the City. The City shall be notified of and must pre-approve any sole source proposals.
- D. Consultant and any subconsultant shall furnish City with a preliminary draft of any proposed correspondence to any federal, state or other regulatory agency for the City's review and approval at least seven (7) calendar days prior to mailing such correspondence.
- E. The Consultant agrees that its officers, partners, employees, and subconsultants will cooperate with the City in the performance of services under this Agreement and will be available for consultation with City at such reasonable times with advance notice as to not conflict with other responsibilities.

SECTION II - RESPONSIBILITY OF CITY

- A. The City will cooperate with Consultant in the performance of services under this Agreement and will be available for consultation with Consultant at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services to be performed by Consultant under this Agreement are subject to periodic review by the City. For those documents submitted to the City by the Consultant with regard to the Project, the City will examine and respond in writing to the Consultant within twenty-one (21) calendar days of receipt of such documents. It is understood that City comments upon review of the Consultant's documents do not relieve Consultant from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- C. The City shall assemble selected data and information related to the Project and provide same to the Consultant on or prior to the kick-off meeting. The data and information to be provided by the City is identified as follows:
 - 1. Drafting and plan sheet layout standards;
 - 2. Standard "front-end" contract documents and general conditions;
 - 3. Cover sheet format and City logo in AutoCAD Civil 3D format;

4. Copies of existing, publicly available assessor's maps, record-of-surveys, parcel maps, final maps, improvement plans, drainage studies, utility plans, geotechnical studies, and survey datum which are within the Project specific area; and
5. Basis of bearing, bench mark and aerial topographic mapping for the Project. Aerial mapping will be in AutoCAD Civil 3D format with 1-foot contour intervals. All additional survey to properly prosecute the design shall be performed by the Consultant.

The Consultant shall be responsible for updating this data and information during the Project development process, and shall be responsible for acquiring supplemental data and information which the Consultant deems necessary.

- D. The City will be responsible for performing the work noted below and upon completion will provide the results thereof to the Consultant:
1. Obtaining preliminary title reports on those properties involving right-of-way acquisition, permanent easement or temporary construction access;
 2. Preparing property acquisition parcel maps, and reviewing and coordinating the legal descriptions for property and easement acquisition authored by the Consultant;
 3. Preparing right-of-way plans to illustrate the overall property ownership and acquisition aspects of the Improvements;
 4. Obtaining right-of-way and easements;
 5. Printing of the construction bidding document package;
 6. Completing the competitive bidding procedures for public works projects; and
 7. Performing construction management, inspection and quality assurance during construction of the Improvements.

SECTION III - SCOPE OF SERVICES

Services to be performed by the Consultant shall consist of the Basic Services described in Exhibit "A", and may consist of those Supplemental Services described in Exhibit "A-1" of this Agreement.

SECTION IV - CHANGES TO SCOPE OF SERVICES

- A. The City may at any time, but only by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause a significant increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, the Parties shall formally amend this Agreement. Any claim of Consultant for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the Consultant of notification of changes by the City, or such claim shall be deemed waived by Consultant and Consultant will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder.

- B. No additional compensation shall be paid, and no increase in the time of performance shall be awarded, to the Consultant for changes in scope of work without the prior written authorization of the City to proceed with such changes.
- C. No additional compensation shall be paid to Consultant for additional costs or delay due to the negligence or intentional acts of Consultant or any subconsultant or any of the officers, employees, or agents of Consultant or any subconsultant.

SECTION V - SUPPLEMENTAL SERVICES OF CONSULTANT

Supplemental Services will be provided only as specifically authorized in writing by the City's representative and may consist of any or all of the work described in Exhibit "A-1". Any other significant change of work determined by the City as essential to efficient and timely completion of the Project shall require a formal Amendment to this Agreement as provided by Section IV of this Agreement.

SECTION VI - SUBCONSULTANTS

Consultant agrees to include in all professional service subcontracts in connection with performance of the terms and obligations imposed under this Agreement provisions in substantially the following form:

- A. Consultant agrees to pay the subconsultant when Consultant is paid for the subconsultant's portion of the work by the City and, upon written request by the City, to obtain and provide to City lien releases from the subconsultant for such payment.
- B. The subconsultant does not have any rights against the City.
- C. The subconsultant agrees to be bound by all terms, conditions, and obligations of the Consultant under this Agreement. Consultant shall provide a copy of this Agreement to each subconsultant.
- D. City has the right in its reasonable discretion to approve every subconsultant prior to such subconsultant's performance of any portion of the Project.
- E. The term "subconsultant" as used herein, also means a sub-subconsultant.
- F. Unless otherwise approved in writing by the City, the subconsultant shall obtain and maintain professional liability insurance in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION VII - TERM OF AGREEMENT

This Agreement commences upon the date this Agreement is approved by the City in a formal City Council proceeding and shall end one (1) year after the date the City makes final payment to the Consultant for services rendered under this Agreement, unless this Agreement is terminated by the City.

SECTION VIII - COMPENSATION AND TERMS OF PAYMENT

A. TOTAL COMPENSATION

1. The City shall pay the Consultant an amount for each of the tasks described in Exhibits "A" and "A-1" as follows:

<u>Basic Services</u>	<u>Lump Sum Amount</u>
1. Preliminary Engineering Services	\$329,768.00
2. Final Design Services	\$346,493.00
3. Bid Phase Support Services	\$12,800.00

	<u>Time and Material Amount</u>
4. Construction Management Support Services	Not-to-exceed \$34,011.00

Subtotal \$723,072.00

<u>Supplemental Services</u>	<u>Time & Material Amount</u>
	Not-to-exceed \$86,450.00

GRAND TOTAL Not-to-Exceed \$809,522.00

B. TERMS OF PAYMENT

1. Subject to the City's right to dispute any charges, the City shall make monthly progress payments to the Consultant for services performed as follows:

- (a) With respect to progress payments for completed Basic Services tasks 1 through 3, the City shall pay that percentage of the lump sum amount for each task as set forth in Subsection VIII.A.1 above, which relates to the percentage of completion of such task, less amounts paid by the City to Consultant in prior progress payments.

With respect to payments for Basic Services task 4, the City shall make progress payments for completed Basic Services on a Time and Material basis as set forth in Section VIII.A.1 above and in accordance with the Fee Schedule provided in Exhibit "B."

- (b) With respect to Supplemental Services that are authorized in writing by the City's representative, the City shall make progress payments for completed Supplemental Services on a Time and Material basis in accordance with the Fee Schedule provided in Exhibit "B".

2. Payment to the Consultant under Section VIII.A.1 shall be made within thirty (30) calendar days of the date City receives each invoice provided by the Consultant to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information:

- (a) With respect to progress payments for Basic Services tasks 1 through 3, the Consultant shall prepare and submit to the City a written invoice indicating the percentage of completion of each Basic Services task set forth in Section VIII.A.1 during the invoice period. The invoice amount shall

be supported with a written summary noting the various tasks worked on during the invoice period. With respect to payments for Basic Services task 4, the Consultant shall prepare and submit to the City a written invoice of costs for the work completed during the invoice period. The invoice amount shall be determined on a Time and Material basis as set forth in Section VIII.A.1 above and in accordance with the Fee Schedule provided in Exhibit "B". The invoice shall be supported by backup documentation detailing labor costs and other expenses directly related to the authorized work and a written summary of the various tasks worked on during the invoice period.

- (b) For payment of Supplemental Services authorized in writing by the City's representative, the Consultant shall prepare and submit to the City a written invoice of costs for the work completed during the invoice period. The invoice amount shall be determined on a Time and Material basis in accordance with the Fee Schedule provided in Exhibit "B", and shall be supported by backup documentation detailing labor costs and other expenses directly related to the authorized work.
- 3. The City shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Undisputed amounts shall be paid to the Consultant within thirty (30) calendar days of the date City receives the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section XII.O.
- 4. If the City fails to pay the Consultant an undisputed amount within thirty (30) calendar days after the date the City receives the invoice, the City may be assessed one-half of one percent ($\frac{1}{2}\%$) of the undisputed amount each month, not to exceed \$1,000 total for the Project.
- 5. Billings shall be submitted during the first week of each month for work performed during the preceding month. Invoices shall conform to the format provided by the City to include the necessary back-up documentation including subconsultant(s) invoice(s).

SECTION IX - TIME OF PERFORMANCE

Consultant shall commence work immediately following written notice to proceed by the City. Work shall be completed in accordance with the Project Schedule attached as Exhibit "C", as it may be amended from time to time by written agreement between the Consultant and the City.

If the Consultant's performance of services is delayed, Consultant shall notify the City's representative in writing of the reasons for delay and prepare a revised schedule for performance of services and submit the revised schedule to the City's representative. If the Consultant is delayed, the City shall have the right to retain from monthly payments up to ten percent (10%) of subsequent invoices until such time as the Consultant has complied with the schedule or presented an acceptable plan for compliance with the schedule.

No additional time shall be given to Consultant for delay due to the negligence or intentional acts of Consultant or any subconsultant or any of the officers, employees, or agents of Consultant or any subconsultant.

SECTION X - AUDIT: ACCESS TO RECORDS

- A. The Consultant shall maintain books, records, documents, and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices, and a copy of the cost summaries and invoices submitted to the City. The City, or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Consultant will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.
- C. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraph "A" above, to any Project funding agency provided that the Consultant is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.
- D. The books, records, and other documents pursuant to paragraph "A" above shall be maintained and made available during performance under this Agreement and until three (3) years from date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been made, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim, or exception. This Section X.D. shall survive the completion of the Project and the termination or expiration of this Agreement.
- E. Public Records Act. Pursuant to NRS 239.010, each and every document provided to the City is a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Consultant for the disclosure of any public record. In any event the City is required to defend an action with regard to a public records request for documents submitted by Consultant, Consultant agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs, and attorney fees, in any action or liability arising under or because of the Nevada Public Records Act, NRS 239.010. This Section X.E. shall survive the completion of the Project and the termination or expiration of this Agreement.
- F. The Consultant agrees to include language substantially similar to the language of paragraphs "A" through "E" of this section in all Consultant subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.00.

SECTION XI - REPRESENTATIONS

Consultant hereby represents for the benefit of City, in addition to any other representations made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

- A. Consultant is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of New York, and is duly qualified to do business in, and is in good standing in Nevada, and has the full power, authority, and legal right to execute, deliver, and perform under this Agreement.
- B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Consultant will not result in a breach of any instrument to which Consultant is a party or by which Consultant is bound or of any judgment, decree, or order of any court or governmental body or any law, rule or regulation applicable to Consultant.
- C. The execution, delivery, and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering, and performing the same on behalf of Consultant, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid, and binding obligations of Consultant, enforceable in accordance with their respective terms.
- D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution of this Agreement by Consultant.
- E. The Consultant's Project Manager and Principal-in-Charge are each a duly licensed Engineer with the State of Nevada, and each has a license that is in full force and effect. Consultant has obtained any and all licenses, certificates, and permits that are required to be obtained by Consultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation, or ordinance applicable to Consultant and to the performance of the Project by Consultant.
- F. Consultant is duly licensed and authorized to do business in the City.
- G. Consultant is a sophisticated and qualified Consultant, whose personnel possess the level of professional expertise and experience that is necessary to properly perform the Project within the required time period, with an appropriate level of diligence, skill, and care, and pursuant to the terms, specifications, and conditions of this Agreement. Consultant has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Project within the required time period, with an appropriate level of diligence, skill, and care, and pursuant to the terms, specifications, and conditions of this Agreement.
- H. Consultant is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the time period required by this Agreement, and to perform its obligations under this Agreement.
- I. Consultant shall require that each subconsultant performing any portion of the Project:
 - 1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
 - 2. Is a duly licensed engineer, as the case may be, with the State of Nevada, and such license is in full force and effect;

3. Has obtained any and all licenses, certificates, and permits that are required to be obtained by subconsultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation, or ordinance applicable to subconsultant and to the performance of any part of the Project by subconsultant;
 4. Is duly licensed and authorized to do business in the City; and
 5. Shall comply with all laws, rules, regulations, and ordinances, as such may be amended, supplemented, or modified from time to time, that are applicable to subconsultant and any portion of the Project performed by subconsultant.
- J. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same original. Facsimile or electronic signatures shall be binding on the parties hereto as if they were original signatures.

The representations made by Consultant herein shall survive the completion of the Project and the termination or expiration of the Agreement. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same original. Facsimile or electronic signatures shall be binding on the parties hereto as if they were original signatures.

SECTION XII - MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by Consultant under this Agreement for such period of time as City, in its sole discretion may prescribe, by providing written notice to Consultant at least seven (7) calendar days prior to the date on which City wishes to suspend such performance. Upon such suspension, City shall pay Consultant compensation based on percentage of Project completion, earned until the effective date of suspension less all previous payments. Consultant shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from City to resume performance. In the event that City suspends performance by Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) calendar days, Consultant shall be entitled to an equitable adjustment of the compensation payable to Consultant under this Agreement to reimburse Consultant for additional costs occasioned as a result of such suspension of performance by City. In no event will the City be liable to the Consultant for more than \$2,000.00.

B. TERMINATION:

The City may terminate this Agreement, with or without cause, upon fourteen (14) calendar days prior written notification of the termination to the Consultant. Notification to the Consultant of such termination shall be sent by the City in accordance with Section XII.V.

In the event of termination, the City agrees to pay the Consultant the reasonable value for all work and services performed to the date of termination in accordance with the Section entitled "Compensation and Terms of Payment" of this Agreement.

C. FISCAL FUNDING OUT:

The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Consultant obtained under this Agreement, this Agreement will be terminated when appropriate funds expire in accordance with Section XII.B.

D. 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 Agreement (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 Agreement 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 rights, 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 under this Section XII.D, 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 agreement 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 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.

1. 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 Agreement, 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 Agreement.
2. Contractual Rights. Notwithstanding the provisions of this Section XII.D, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, 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. 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.

E. INSURANCE:

The Consultant shall procure and maintain, and shall cause each subconsultant to procure and maintain, at its own expense, during the entire term of this Agreement, the following insurances:

1. Workers' Compensation Insurance. Such insurance must be provided by an insurance company authorized to provide workers' compensation insurance in Nevada by the Nevada Department of Business and Industry, Division of Insurance. This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.
2. Comprehensive General Liability. This insurance shall protect the Consultant, its agents and vehicles assigned to the prosecution of work under this Agreement from claims of limits no less than \$1,000,000 for combined single limit per occurrence for bodily injury (including death) 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 the Consultant and any auto used for the performance of services under this Agreement. The Consultant's general liability insurance policies shall be endorsed as to include the City as an additional insured.
3. Professional Liability Insurance (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of the performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in an amount of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for the period of time covered by this Agreement. The Consultant will provide City thirty (30) calendar days' notice in writing of any cancellation of, or material change in, the above described policy.
4. The Consultant's Comprehensive General Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and to waive subrogation against the City, its officers, agents, servants, and employees. The policies shall provide that the City will be given thirty (30) calendar days' notice in writing of any cancellation of, or material change in, the policies.
5. Automobile Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such Automobile Liability insurance policy shall be endorsed as to include the City as an additional insured.

6. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. Any deductible or self-insured retention will be the sole responsibility of the Consultant and may not exceed \$100,000 without the written approval of the City.
7. Certificates indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Consultant is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made, and the retroactive date. Consultant shall provide the City annually with a Certificate of Insurance as evidence of such insurance. It is further agreed that the Consultant and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Consultant.

F. INDEMNITY:

Notwithstanding any of the insurance requirements set forth in Section XII.E, limits of liability set forth therein, or not in lieu thereof, the Consultant shall:

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

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

2. **Claims Based Upon or Arising out of Professional Services.** The Consultant shall indemnify and hold the Indemnities, harmless from any and all claims

(including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the “Professional Liability Claims”) to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Agreement.

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 XII.F., “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 Agreement. This Section XII.F. shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

G. ASSIGNMENT:

This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. The Consultant shall not assign, sublet or transfer its interest in this Agreement without the prior written approval of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. WAIVER:

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

I. DESIGNATION OF REPRESENTATIVE:

The Director of Public Works or the Director’s authorized representative is hereby designated as the City’s representative with respect to the work to be performed under this Agreement. Said representative shall have complete authority to transmit instructions, receive information, and interpret and define the City’s policies and decisions with respect to the services of the Consultant.

J. CONSULTANT'S EMPLOYEES:

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

K. INDEPENDENT CONTRACTOR:

It is hereby expressly agreed and understood that in the performance of the services provided herein, the Consultant and any other person employed by Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. This Agreement is not intended to create, and shall not be deemed to create, any partnership, joint venture or other similar business arrangement between City and Consultant.

L. APPLICABLE LAW:

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

M. COMPLIANCE WITH LAWS:

The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the performance of this Agreement, 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.

The Consultant further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

N. PROHIBITION AGAINST CONTINGENT FEES:

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

O. DISPUTE RESOLUTION:

Disputes concerning standards of performance, time of performance, scope of work, compensation, or terms specified in the Agreement shall be resolved in the following manner:

1. The City's representative and the Consultant's Project Manager will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.
2. If any disputes between the Parties remain unresolved after thirty (30) calendar days, the City's representative and the Consultant's Project Manager shall, within fourteen (14) calendar days, prepare a brief, concise written report summarizing the:
 - (a) basis for the dispute,
 - (b) negotiations accomplished and results thereof, and
 - (c) current status of all relevant unresolved issues.

Copies of each written summary shall be exchanged between the City's representative and the Consultant's Project Manager, and provided to the City's Public Works Director and the Consultant's Principal-in-Charge. Within thirty (30) calendar days thereafter, the City's Public Works Director, or his designee, and the Consultant's Principal-in-Charge will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize:

- (a) all issues of dispute,
- (b) the resolutions to resolved issues, and
- (c) unresolved issues, if any.

The written record will be reviewed by the City's Public Works Director or his designee, and the City's Public Works Director or his designee, will render a determination regarding such dispute.

3. If the Consultant disagrees with the determination of the City's Public Works Director, or his designee, the Consultant may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available in law or equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

P. ATTORNEY'S FEES:

In the event any action is commenced by either Party against the other in connection herewith, the prevailing Party shall be entitled to its reasonable costs and expenses, including reasonable attorney's fees, as determined by the court. This Section XII.P shall survive the completion of the Project and the termination or expiration of this Agreement.

Q. SITE INSPECTION:

Consultant represents that Consultant has visited the Project location and is satisfied as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including

reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

R. SEVERABILITY:

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

S. AMENDMENTS:

This Agreement may only be modified by a written Amendment that is executed by both Parties hereto.

T. FINAL INTEGRATION:

This Agreement is fully integrated and constitutes the entire Agreement and understanding between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all other oral and written negotiations, Agreements, and understandings of any and every kind relating to the subject matter of this Agreement.

U. CONSTRUCTION:

In the event of any dispute regarding any provision of this Agreement, the terms of this Agreement shall not be construed more strongly against or in favor of either party. The parties acknowledge that each has participated equally in the negotiation and drafting of this Agreement.

V. NOTICE:

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

To City: Allan Fajardo, PE, PTOE
City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 610
North Las Vegas, NV 89030
Phone: 702-633-2044
Fax: 702-633-1158
Email: FajardoA@cityofnorthlasvegas.com

To Consultant: Roger Patton, PE
WSP USA, Inc.
300 S. 4th Street, Suite 1200
Las Vegas, NV 89101
Phone: 725-724-4353
Email: Roger.Patton@wsp.com

W. HEADINGS:

The headings of the various Sections of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or to be used in any manner in the interpretation of this Agreement.

X. CONFIDENTIALITY:

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

Y. PUBLIC RECORDS:

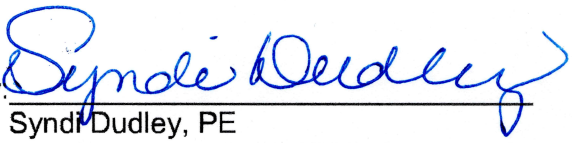
Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend and action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section XII.Y shall survive the expiration or early termination of the Agreement.

In Witness Whereof, the Parties have caused this Agreement to be executed the day and year first above written.

City of North Las Vegas, Nevada
a Nevada municipal corporation

WSP USA, Inc.
a New York corporation

By: _____
John J. Lee
Mayor

By: 
Syndi Dudley, PE
Vice President, Senior Director

Attest:

By: _____
Catherine A. Raynor, MMC
City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore
City Attorney

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE
CIVIC CENTER IMPROVEMENTS
CAREY AVENUE TO CHEYENNE AVENUE
Exhibit "A"**

SCOPE OF BASIC SERVICES

INTRODUCTION

This exhibit outlines the scope of work for Basic Services to be provided to the City by the Consultant for the Civic Center – Carey Avenue to Cheyenne Avenue. The City reserves the right to cancel, re-prioritize, and/or alter the schedule of the PROJECT as identified herein.

PROJECT DESCRIPTION

The City requires preliminary engineering, final design, bid phase support, and engineering construction management support services for improvements to Civic Center extending from Carey Avenue to Cheyenne Avenue.

The PROJECT and IMPROVEMENTS will primarily be funded under a Regional Transportation Commission of Southern Nevada (RTC) Inter-local Agreement with the City of North Las Vegas associated with the following characteristics:

- The IMPROVEMENTS consist of enhancements to the pedestrian and bicycle mobility as part of a complete street design which will accommodate all modes of transportation that includes automobiles, buses, pedestrians and bicycles. The improvements will include four (4) vehicular travel lanes, two (2) in each direction, and a combination of widened sidewalks, bicycle lanes, landscaping, bus stops and new fencing/block wall. The existing median, median landscaping and median lighting will not be changed in certain areas, but will be assessed if extension of these appurtenance is warranted. Existing intersections and traffic signal systems, including signalized pedestrian crossings, will not be changed except to improve pedestrian accessibility and to address possible ADA deficiencies. Work will be contained within existing right-of-way and temporary construction easements in as much as possible. Appurtenant features will include utility adjustments and relocation of such utilities if discovered to be in conflict with the PROJECT design, ADA compliant ramps and adjustments or removal to existing driveways.
- A total of three (3) typical cross-sections will be developed to show alternative configurations for sidewalks, bicycle lanes, landscaping and fencing/blockwall. A stakeholder meeting will be held to obtain input from abutting/affected property owners. Fencing/block wall will be upgraded wherever practical, to improve the aesthetics of the roadway corridor and to accommodate the roadway profile. New fencing/block wall will replace existing fencing/block and be placed within existing right-of-way in as much as possible.
- The IMPROVEMENTS will also include the addition of curb, gutter, sidewalk, signing, and modifications to the existing local storm drain system to accommodate changes in inflows from proposed improvements. Landscaping will be designed for areas selected for offset sidewalks. Civic Center Drive will be restriped to provide a bicycle lane that may warrant reduction in the width of the travel lanes. Civic Center Drive will be crack sealed and seal

coated with the refreshed striping. Distressed pavement will be identified and rehabilitated that may include an overlay or full replacement.

- Cross streets will not be modified except to improve pedestrian crossings at Civic Center Drive and to address any ADA deficiencies.
- A geotechnical investigation will evaluate existing pavement thicknesses to determine quantities for possible removals and to verify pavement strength. A field reconnaissance will identify any pavement areas that require rehabilitation.
- A drainage study will be prepared that estimate runoff collected by the existing local storm drain system ,evaluate dry lane criteria, and address compliance with the Hydrologic Criteria and Drainage Design Manual. Drainage improvements will include inflow modifications needed to accommodate the PROJECT design. Upgrading or expanding the existing storm drain system is not anticipated; however, recommendation will be provided if such a need arises for City to assess in future CIP deliverable
- The Preliminary Design will include a Preliminary Design Report (PDR) that will identify design criteria and proposed complete street improvements, incorporating stakeholder and City input, and serve as the basis for the 30% design level plans that includes quantifying the associated costs for each alternative. Final Design will include preparation of the hydrologic/hydraulic analysis, geotechnical analysis, coordination with affected utility companies and agencies, and preparation of bid quality plans, specifications, and Engineer's Cost Estimate based on the direction provided by the City and other stakeholders through the comments on the PDR and comments received with meetings with affected property owners that includes securing the necessary approvals and stakeholder consensus, and securing the necessary permits to prosecute the Work.
- City will perform the Aerial Surveying, sign all related permits, pay all associated permit fees directly to the governing agency who issues such permits, and other Project related items identified herein. The PROJECT will include field surveys, establishing existing right-of-way limits, and record of survey. The PROJECT design will try to avoid acquiring additional right-of-way in as much as possible. Temporary Construction Easement and permanent easement exhibits and authoring of the legal description will be prepared by the Consultant for both review and execution by the City.
- It is expected that the RTC will request that ITS conduit be installed connecting the traffic signals along Civic Center Drive.
- It is expected that the RTC will require providing for, quantifying, and inserting in the Bid Documents Traffic Control Measures and the equipment needed, and any other requirements from said agency will be incorporated in the PROJECT design.

STANDARDS

The PROJECT shall be designed in accordance with the following locally adopted standards and procedures.

1. Uniform Standard Specifications for Public Works' Construction Off-Site improvements, Clark County Area, Nevada, current edition.
2. Uniform Standard Drawings for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada, Volume I and II, current edition.
3. A Policy on Geometric Design of Highways and Streets, American Association of State Highways and Transportation Officials (AASHTO), current edition.

4. Manual on Uniform Traffic Control Devices, Federal Highway Administration, current edition.
5. 2010 ADA Standards for Accessible Design, Department of Justice, current edition.
6. Standard Plans and Specifications for Road and Bridge Construction, State of Nevada Department of Transportation (NDOT), current edition.
7. PROWAG, United States Access Board, current edition issued by USAB.

When the PROJECT involves other infrastructures, the adopted standards for such shall be recognized and followed. Such standards may include:

1. City of North Las Vegas Water Service District Rules and Regulations, current edition.
2. Uniform Design and Construction Standards for Water Distribution Systems, Clark County Nevada, current edition.
3. Design and Construction Standards for Wastewater Collective System, Southern Nevada, current edition.
4. Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District, current edition.

The above is not intended to enumerate all guidelines and criteria that maybe required throughout the PROJECT's life cycle. Consultant acknowledges that additional literature may surface that will need to be incorporated in the design.

PURPOSE

The purpose of Exhibit "A" is to establish the scope for the following:

1. **Preliminary Engineering Services** - Services intended to establish the proposed configuration and establish a schematic design for the proposed IMPROVEMENTS before proceeding into final design for the work.
2. **Final Design Services** - Services related to preparation of construction contract documents and cost estimates for the IMPROVEMENTS.
3. **Bidding Phase Support Services** - Services intended to support the City during public bidding of the IMPROVEMENTS.
4. **Construction Management Support Services** - Services intended to support the City during construction activities which consist of attending preconstruction and construction progress meetings, reviewing shop drawings, responding to Contractor Requests for Information, attending site visits, participating in final inspection, and conducting project closeout.

SUBCONSULTANTS

The following sub-consultants will be used for this PROJECT:

Geotechnical: Ninyo and Moore

Topographical Mapping/Survey Control: Sunrise Engineering

Utility Potholing: KCI Technologies

Landscaping: Stantec

Replacement of the above named subconsultants require that the City be notified in writing within ten (10) days outlining the reason(s) for such dismissal coupled with the qualification of the replacement firm. Any action taken by the City does not constitute an extension of the PROJECT schedule nor be used as a basis for additional compensation.

TASK 1 PRELIMINARY ENGINEERING SERVICES

1.1 Project Management

Consultant shall:

- Perform day-to-day work to administer interrelated activities, manage personnel and resources, monitor schedules and budgets, coordinate with City Departments/Divisions such as Engineering and Construction Services, Development and Flood Control, Real Property Services, Survey, Transportation Services, Roadway Operations, Utilities, Building Department, Planning & Zoning and other agencies as required to obtain information on existing and proposed facilities within the area of the proposed improvements.
- Prepare and distribute PROJECT schedule updates.
- Prepare and distribute monthly status reports.
- Draft schedules and status reports shall be submitted to the City for review and approval prior to distribution.

1.2 Kick-Off Meeting

Consultant shall:

- Organize and participate in a PROJECT kickoff meeting with the City, and possibly other stakeholders to discuss the scope and schedule for the PROJECT; request and obtain data and information from the City and other agencies. The kick-off meeting is intended to introduce key PROJECT personnel, define areas of responsibilities and communication protocols, review the scope of work and schedule for PROJECT, review the timing and intent of PROJECT deliverables, review procedures and schedules, and establish procedures for communicating potential changes in the work

or schedule. A separate kick-off meeting will be scheduled with non-City owned Utility agencies.

- Prepare a full-color site aerial display board to be used at this and other meetings and presentations. The display boards shall be kept by the City.
- Prepare meeting agenda to be provided to the City two (2) days in advance of the meeting date, and meeting minutes to be provided to the City within three (3) days after the meeting date to be reviewed by the City prior to issuing final versions for distribution.

1.3 Progress and Stakeholder Meetings

Consultant shall:

- Conduct two (2) progress meetings and one (1) stakeholder meeting during the Preliminary Engineering Phase.
- Prepare the agendas to be provided to the City two (2) days in advance of the meeting date and prepare meeting minutes to be provided to the City within three (3) days after the meeting date , recording the issues discussed and decisions reached.
- Prepare and deliver appropriate correspondence, meeting notices, work plans, and schedules in draft review form for review by the City, prior to issuing final versions for distribution.

1.4 Records Review and Information Research

Consultant shall:

- Obtain and review all pertinent documents and data related to this PROJECT, including but not limited to City water, sewer, and storm drainage facility GIS information, dry utility and fiber optic information, assessor's maps, record-of-surveys, parcel maps, final maps, improvement plans, grading, drainage, and regional flood control plans, geotechnical reports, hydrology studies, traffic impact analysis reports and corridor studies, traffic signal plans, utility plans, drainage studies, survey datum, basis of bearing, benchmark(s), aerial topographic mapping, design criteria and standards, development improvement plans, and other reports or studies currently being processed by the City which will likely affect the PROJECT.
- Provide ongoing supplemental research of public records during the PROJECT development.
- Coordinate with other design consultants currently working on either other capital improvement projects or private development improvements within the PROJECT area.
- Research sign inventory as well as utility inventory, and assess the condition of existing pavement and sidewalk ramps. Field visits will be performed as necessary.

1.5 Utility and Entity Coordination

Consultant shall:

- Coordinate with the affected utility companies, and agencies to obtain information on existing and proposed utility facilities within the area of proposed improvements.
- Conduct a field review and site inventory of the proposed alignment to visually determine the presence of buried and overhead utilities in the PROJECT area identified in the topographic and field surveys and superimpose the findings on an aerial photograph. Any differences between record drawings and field observations will be identified.
- Contact the following agencies to include, but not be limited to: City Departments/Divisions including Utilities, Roadway Operations, Traffic, Development & Flood Control, Engineering & Construction Services, and Real Property Services, Southern Nevada Water Authority (SNWA), NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas, Kern River Gas Company, Regional Transportation Commission (RTC), Freeway Arterial Systems of Transportation (FAST), Nevada Department of Transportation (NDOT) and other local, state, and federal agencies to collect available records regarding the size and location of their facilities, as applicable, and to determine where there may be conflicts.
- Meet with affected utility companies and agencies to address their concerns on PROJECT related issues. Record meeting minutes to document key information items or decisions made.
- Review City water, sewer, and storm drainage facility GIS information, fiber optic information, and other available records in the area of proposed improvements.
- Track all utility submittals and comments on a Utility Conflict Matrix.
- Coordinate with the City's ongoing Capital Improvement Projects.
- Identify potential utility conflicts and provide a preliminary indication regarding the need to physically pothole and/or relocate interfering utilities in order to construct the work.
- Provide progress drawings to utilities, coordinate with utility representatives, and prepare formal notification letters to alert affected utility agencies of the City's needs and requirements and of utility removals or relocations, including proposed undergrounding of utilities (aerial to underground), per the City's utility franchise agreements.

1.6 Utility Potholing

Consultant shall:

- Provide potholing of underground utilities at twenty (20) locations.
- Provide the pothole locations to the City for review and approval prior to engaging such activity.
- Obtain the necessary permits from all governing agencies to perform the pothole.
- Replace the disturbed pothole area to its original condition.

1.7 Coordination with Adjacent Developments and Projects

Consultant shall:

- Coordinate and cooperate with the adjacent developers and their engineers.

1.8 Right-of-Way Mapping and Coordination

Consultant shall:

- Conduct a field survey to locate benchmarks and existing survey monumentation, following the City of North Las Vegas Vertical Control Network.
- Provide a Record of Survey.
- Prepare a Horizontal Control Plan.
- Prepare right-of-way mapping, and if a title report is needed, City shall furnish such a document.
- Identify the existing public rights-of-way on which the IMPROVEMENTS will be constructed, and identify thereon the limits of additional public right-of-way, permanent easements and construction easements that will be required to accommodate the PROJECT design.
- Prepare the legal description for City review.

1.9 Survey Mapping

Consultant shall:

- Provide Supplemental Topographic Survey Data to locate existing utilities, curb, gutter, sidewalks, ramps, driveways, walls, grade breaks and match points. 3D coordinates will be generated for all topographic data.

- Perform Boundary Survey.
- Research and obtain documentation of existing easements and right-of-way required to determine ownership along with use to author additional legal descriptions for right-of-way acquisition and securing temporary and permanent easements.
- Survey the othole areas performed in Task 1.6.

1.10 Permit Matrix

Consultant shall:

- Research permits applicable to the PROJECT, and prepare all technical data and draft applications which may be necessary to obtain regulatory permits from federal, state, and local agencies, including the City, Clark County, NDOT, CCRFCD, RTC, SNWA, Nevada Energy Transmission and Distribution, Southwest Gas, Kern River Gas, Century Link, COX Communications and other governing agency(ies) as required..
- Prepare a summary matrix of required permits.

1.11 Geotechnical Engineering

Consultant shall:

- Prepare a draft and final geotechnical report for the project area to identify and assess potentially adverse conditions, such as previously recorded ground fissures, the location of mapped faults, and/or areas of known collapsible or expansive soils outlining remediation strategy to address such soil issues.
- Drill eleven (11) exploratory borings within the PROJECT limits with approximate 500-foot spacing. The borings will generally be drilled to a depth of 5 feet below the existing ground surface.
- Provide geotechnical investigations to determine the existing roadway structural sections in the PROJECT corridor.
- Provide geotechnical evaluation and recommendations for pavement rehabilitation requirements for the existing pavement sections within the PROJECT limits.

1.12 Preliminary Landscaping Design

Consultant Shall:

- Perform a site visit with the City. .
- Perform research to identify the existing roadway median irrigation system.

- Coordinate with the City to identify locations and requirements for landscaping improvements.
- Coordinate with the City to establish planting types.
- Prepare preliminary landscaping design to include irrigation systems and potable water point connection.
- Coordinate plantings and irrigation systems with existing and proposed utilities.
- Provide cost estimates for landscaping improvements.

1.13 Preliminary Drainage Report

Consultant shall:

- Prepare a drainage report that quantifies storm runoff for both the PROJECT 10- and 100-year storm events.
- Access, quantify, and address roadway storm water surface elevation, velocity, and its adherence to local and regional drainage standards with the narrative of such findings memorialized in the drainage study.
- Provide recommendation(s) on viable treatment(s) to address drainage related issues and identify overall compliance with the Hydrologic Criteria and Drainage Design Manual.
- Provide recommendation(s) on the need for possible upgrade in the drainage system for future CIP deliverable.

1.14 Pedestrian Access Path/ADA/Bicycle Lane

Consultant shall:

- Evaluate existing pedestrian access paths and sidewalk ramps to verify compliance with current ADA and PROWAG requirements. Include plans to install detectable warning strips (truncated domes) where discovered to be deficient.
- Evaluate widened and offset sidewalk configurations in a complete street environment.
- Incorporate bicycle lanes or multi-use paths to accommodate non-motorized vehicles.

1.15 Preliminary Cost Estimate

Consultant shall:

- Prepare a preliminary opinion of the probable cost of construction, including a summary of bid items, and preliminary construction cost estimate and total project cost

to include design, permits, easements and R/W costs, and contingency to correspond with a 30% level of PROJECT completion.

1.16 QA/QC Review

Consultant shall:

- Utilize personnel independent of the PROJECT to perform a QA / QC review of the Preliminary Plans Cost Estimate, and supporting engineering studies prior to production and submittal.
- Submit applicable QA / QC review comments to the City.

1.17 30% Preliminary Design Submittal

Consultant shall prepare and submit five (5) hard copies and electronic media of the 30% Preliminary Design deliverable to the City. The submittal will include, but is not limited to the following items:

- Plans/Drawings at the 30% design level consisting the number provided below.
- Geotechnical Investigation Report, including existing pavement recommendations.
- Preliminary cost estimate broken out by bid item and funding sources.
- Preliminary drainage memorandum.
- Updated design schedule.
- Permit Matrix and status.
- Summary of utility installations and potential conflicts and/or relocations.
- Summary of right-of-way and easement required to accommodate the design footprint.
- Meeting minutes and pertinent correspondence, including coordination with City divisions and other agencies.

This task will include:

a. QA/QC Review

Consultant shall:

- Utilize personnel independent of the PROJECT to perform a QA / QC review of the 30% Plans and Cost Estimate prior to production and submittal.
- Submit applicable QA / QC review comments to the City.

b. 30% Complete Design Submittal

Consultant shall:

- Prepare drawings, construction cost estimates, an updated permit matrix and schedule for the PROJECT to reflect a 30 percent level of completion.
- Prepare and furnish one (1) set of 24" x 36" and four (4) sets of 11" x 17" Progress Drawings.

1.18 Preliminary Design Review Meeting

Consultant shall:

- Meet with the City, Regional Transportation Commission, and other agencies to review and achieve consensus on the preliminary design concept for the PROJECT.
- Prepare meeting minutes that will summarize any design considerations or plan revisions.
- Prepare a comment matrix including responses within two (2) weeks of the Preliminary Design Review Meeting, and revise the reports and documents prepared under Task 1. Submit two (2) copies of the comment matrix, reports and documents revised to the City along with its digital format.

TASK 2 FINAL DESIGN SERVICES

Upon receipt of written authorization by the City, Consultant shall perform all final design services necessary to provide for the construction of the IMPROVEMENTS including furnishing plans, specifications, and Engineer's Cost Estimate to the City for review, approval, and printing.

2.1 Project Management

Consultant shall:

- Perform the day-to-day work to administer interrelated activities.
- Manage personnel and resources.
- Monitor schedules and budgets.
- Coordinate with the City and other agencies.
- Prepare and distribute PROJECT monthly schedule updates.
- Prepare and distribute monthly status reports, draft schedules and status reports shall be submitted to the City for review and approval prior to distribution.

2.2 Progress Meetings

Consultant shall:

- Organize and conduct three (3) PROJECT progress meetings and prepare the meeting agendas and meeting minutes as defined in Task 1.3.

2.3 Permit Support

Consultant shall:

- Prepare final applications for appropriate permits.
- Assist the City in preparing required exhibits and backup information.
- Coordinate with City signatures on permit applications.
- Submit permit applications on City's behalf.
- Obtain approved permits from non-City owned agencies.

2.4 Utility and Entity Coordination

Consultant shall:

- Provide ongoing utility and entity coordination as established under Task 1.5
- Obtain final approval signatures from non-City owned utility agencies and other Stakeholders outside of City control.

Adjustments will be made to existing utilities to accommodate proposed improvements, and relocation provided for utilities that are in conflict with the PROJECT design footprint.

2.5 Public Outreach

Prior to commencement of final design, Consultant shall:

- Invite Property owners and occupants of properties abutting Civic Center Drive from Cheyenne Avenue to Carey Avenue to participate in an informational and workshop meeting. The purpose of the meeting will be to obtain stakeholder input on the proposed Preliminary Design concepts.
- Provide three (3) alternative cross-sections with the associated rendering and presented to the City and stakeholders for input. The cross-sections and associated renderings will illustrate the proposed complete street concepts.
- Record stakeholder input and summarize for review and direction by the City.

2.6 Right-of-Way Exhibits

Consultant shall:

- Prepare exhibits depicting the proposed design for individual properties to support the City's acquisition of right-of-way, temporary construction and permanent easements.
- Prepare the legal description for City review and execution.

2.7 Temporary Construction Easement Exhibits

Consultant shall:

- Prepare up to 45 Temporary Construction Easement (TCE) and Permanent Easement exhibits for properties where the IMPROVEMENTS will require fence/block wall construction, driveway adjustments, grading on the abutting properties, or relocation of fire hydrants onto private property to accommodate the PROJECT design.

2.8 Final Landscaping Design

Consultant shall:

- Prepare planting and detail plans.
- Prepare irrigation and detail plans.
- Prepare technical specifications.
- Provide quantities and bid items.

2.9 90% QA/QC Review

Consultant shall:

- Utilize personnel independent of the PROJECT to perform a QA / QC review of the 90% Plans, Specifications, and Estimates prior to production and submittal to the City.
- Submit 90% QA / QC review comments to the City.

2.10 90% Complete Design Submittal

Consultant shall:

- Design and prepare drawings, Contract Documents and specifications, bid schedule, and construction cost estimate to reflect a 90% level of completion.

- Provide the Front Ends, General Conditions, Special Conditions, Special Provisions, and Appendices for insertion into the Contract Documents.
- Prepare and submit a 90% Opinion of Probable Cost of Construction estimate.
- Prepare and furnish five (5) sets of 11" x 17" Progress Drawings and one (1) 24" x 36" set, utilizing AutoCAD Civil 3D and six (6) sets of Specifications along with electronic media of such submittal for review and comment. Submit the necessary Progress Drawings and Specifications to RTC along to non-City owned Utility Agencies for review. The "front end" legal and contractual sections including Invitation to Bid, Instruction to Bidders, Bid Form and General Conditions will be provided by the City and reviewed and completed by the Consultant for insertion in the Bid Package.
- The drawings anticipated, but not limited to, consist of the following:
 - Cover, Legend, Drawing Index, Site Map, and General Notes.
 - Horizontal Control Plan.
 - Removal Plan.
 - Utility Plan.
 - Roadway Typical Sections.
 - Roadway Plan and Profiles.
 - Grading and Drainage Plans.
 - Landscaping and Irrigation Plans
 - Pavement Marking and Signage Plans.
 - ITS Plans.
 - Traffic Signal Modification Plans
 - Details.
- The 90% submittal shall also include:
 - Updated PROJECT schedule.
 - Updated construction cost estimates.
 - Updated permit matrix.
 - Utility Conflict Matrix.
 - Final Drainage memorandum.
 - Updates on any Engineering related studies performed in Task 1 warranting such revision due to deviation to the design from Task 1 to Task 2.
- Retaining walls, if required, will be designed as masonry block walls using Clark County standard details.

2.11 Review of 90% Plans with City Staff

Consultant shall:

- Meet with the City, following a three (3) week review of the plans, to review comments and conduct a detailed "plans-in-hand" on-site review.
- Prepare meeting minutes that will summarize any design considerations or plan revisions.

2.12 100% QA/QC Review

Consultant shall:

- Utilize personnel independent of the PROJECT to perform a QA / QC review of the 100% Plans, Specifications, and Estimates prior to production and submittal to the City.
- Submit 100% QA / QC review comments to the City.

2.13 100% Complete Design Submittal

Consultant shall:

- Develop 100% design documents that incorporate applicable 90% design review comments.
- Provide response matrix that includes responses to 90% review comments.
- Prepare and submit a 100% Opinion of Probable Cost of Construction estimate.
- Prepare and submit two (2) sets of 24" x 36" drawings and three (3) sets of 11"x17" drawings, Contract Documents, specifications, and updated construction cost estimates along with digital format.

2.14 100% Review Meeting with City Staff

Consultant shall:

- Coordinate and conduct a 100% Review Meeting with appropriate public agencies.
- Participate in quality control review meetings with the City.

2.15 Final Design Submittal

Consultant shall:

- Address final review comments and incorporate applicable comments pursuant to the City's 100% review into the final plans, Contract Documents, special conditions, technical specifications, bid schedule, and cost estimate
- Furnish to the City copies of all PROJECT drawings diskettes in AutoCAD Civil 3D format.
- Provide one set of final, sealed, full-size original mylar drawings (signed by the appropriate public agencies and utility companies), Contract Documents and Specifications, and Geotechnical Investigation Report, all in a form approved by the City and suitable for reproduction including the electronic media of such files.

- Provide calculations, design worksheets, and other information for the City's files.
- Seal drawings, specifications, and reports by a professional engineer licensed in the state of Nevada.
- Provide a letter certifying that the design improvements are in compliance with the American with Disabilities Act and associated regulations.
- Provide a letter certifying that design improvements conform to the recommendations outlined in the Consultant prepared Geotechnical Report.
- Provide all items outlined in this task in electronic media.

TASK 3 BIDDING PHASE SUPPORT SERVICES

Upon receipt of written authorization by the City, the Consultant shall perform the following tasks to provide bid phase support to the City.

3.1 Pre-Bid Conference

Consultant shall:

- Attend and provide technical support at one pre-bid conference to be held at the City offices.

3.2 Coordination/Clarifications

Consultant shall:

- Interpret and provide written responses to requests from the City for technical clarifications on construction contract documents during the bid period.
- Assist the City in responding to issues raised by Stakeholders and prospective bidders identifying if such inquiries warrant modifying in part of in whole the bid package. Such revisions will be provided to the City for review, and release of such documentation to the public shall be the responsibility of the City. The City will respond directly to bidder's questions.

3.3 Addenda Preparation

Consultant shall:

- Prepare addenda to the construction documents as requested by the City. The City will sign and issue addenda to the plan holders. Up to two (2) addenda is budgeted. If such issues are the result of the error's and omission from the Consultant, work associated in revising in part or in whole the Bid Documents released by way of an addendum shall not count toward the two (2) defined herein and shall not be eligible for reimbursement.

3.4 Conformed Plans and Specifications

Consultant shall:

- Prepare a conformed set of drawings and specifications for the convenience of use during construction phase incorporating all addenda and changes addressed during the Bidding Phase and provide reproducible copies to the City along with remitting the electronic files.

TASK 4 CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Upon receipt of written authorization by the City, the Consultant shall perform the following subtasks. The objective of this task is to provide a description of the services that the Consultant shall provide during the construction phase. The scope of this is based upon a 12-month project schedule to complete the construction phase services.

4.1 Preconstruction Meeting

Consultant shall:

- Attend and provide technical support at one (1) pre-construction conference to be held at a location specified by the City.

4.2 Construction Progress Meetings

Consultant shall

- Provide a Nevada-registered professional engineer having substantial responsibility with respect to the design and preparation of the plans and specifications for the PROJECT to attend monthly construction progress meetings during the duration of the construction period. This level of effort is based upon a maximum of twelve (12) construction progress meetings with up to two (2) hours for each meeting.
- Provide answers to technical questions related to the Consultant's design and construction documents from the City's staff.

4.3 Shop Drawing Review

Consultant shall:

- Review technical submittals, re-submittals, and samples provided by the Contractor during construction, at which submittals shall be marked (all copies), tracked in a submittal log, and promptly returned to the City's Construction Manager. This level of effort is based upon each shop drawing/submittal requires up to two (2) hours of engineer time, and there will be no more than six (6) shop drawings and/or re-submittals.
- Present written recommendations with respect to items submitted by the City for evaluation under a "substitution clause" of the construction contract, evaluate the items and revise the plans and specifications accordingly. This level of effort is based upon a

maximum of one "substitution clause" item, and that the resolution of each "substitution clause" item will require up to sixteen (16) hours of engineer time and up to eight (8) hours of CADD designer time to resolve.

4.4 Coordination/Clarifications

Consultant shall:

- Provide written responses from City requests for technical clarifications and information during construction of the PROJECT when such clarifications and needs for technical information are not the results of error or omission on the part of the CONSULTANT.
- Assist the City in responding to construction issues during the course of construction for up to twenty (20) issues. This level of effort is based upon the resolution of each issue will require up to four (4) hours of engineer time to resolve.
- Prepare drawings, details, specifications, and cost estimates as required to support a maximum of three (3) construction change orders.

4.5 Site Visits

Upon City request, Consultant shall:

- Perform site visits to observe the progress and general quality of the work. Any items discovered in the construction of the PROJECT that deviates from the Consultant produced design shall be memorialized and the list provided to the City within one (1) day of such visit. If an issue is discovered that relates to safety of the construction work, Consultant shall immediately notify the City. The level of effort is based upon up to six (6) requests for site visits.
- Not be deemed responsible for the contractor's means and methods for performing the work or for the contractor's safety procedures whether observed or not observed by the Consultant.

4.6 Pre-Final Inspection/Punch List

Consultant shall:

- Participate in conducting a pre-final inspection conducted by the City inspector and City Construction Manager to identify construction deficiencies for resolution by the Contractor.

4.7 Final Inspection

Consultant shall:

- Participate in a final inspection conducted by the City inspector to determine that construction deficiencies noted on the punch list from subtask 4.6 have been corrected.

4.8 Project Closeout

Following completion of PROJECT construction and within sixty (60) days of receipt of hard copy record drawing markups from the contractor, the Consultant shall:

- Prepare "Record" drawing from the Contractor's mark-ups, but not independently verify the change information shown on the Contractor's markups. These documents shall constitute the "Record" contract documents. Each drawing sheet shall be dated and stamped to indicate "Record Drawings." The marked-up drawings, PROJECT files, and documents shall be returned to the City along with one set of mylar reproducible drawings, and one set of bond prints.
- Furnish to the City a CD containing the imaged as-built "Record Drawings" for the PROJECT, imaged preliminary or final design reports, if applicable, and other imaged documents as requested by the City. The format for imaged files shall be Class IV, single image, 200 dpi "tagged image file format" (tiff) or another format acceptable to the City. An index of all files shall also be provided.
- Provide up to 24 hours of engineers time to assist the City during the 12-month warranty period if corrective work is required.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE
CIVIC CENTER IMPROVEMENTS
CAREY AVENUE TO CHEYENNE AVENUE**

**Exhibit "A-1"
SUPPLEMENTAL SERVICES**

Consultant shall provide Supplemental Services directly related to the PROJECT when requested and authorized in writing to do so by the City. Execution of additional work will be through submission of the Consultant's proposal citing the scope of the work, duration of the work, and detailed fee schedule annotating staff members and sub-consultant(s) who will be used to perform the work. Compensation for Supplemental Services shall be made pursuant to Section VIII, B.1(b). The fee schedule included as Exhibit "B" shall be in effect for the duration of the PROJECT and shall be the basis of hourly payment for each classification from both the Consultant and subconsultant(s). Supplemental Services may include any, or all of the following:

SS 1.0 Mapping and Survey Services

Consultant shall:

- Provide mapping and survey related services in excess of the work outlined in the Basic Scope of Services.

SS 2.0 Additional Soil Exploration/Testing

Consultant shall:

- Perform, or perform through sub-consultant, supplemental soil exploration and/or testing determined during the design process to be essential to address unanticipated problematic subsurface soils and geologic conditions. This work shall include amending the geotechnical report to include a description of the problem, additional field exploration program performed, testing done, test results, and recommendations for design and construction.

SS 3.0 Supplemental Utility Potholing

Consultant shall:

- Perform, or perform through a subconsultant, supplemental potholing to verify the horizontal and vertical location of underground utilities. Vacuum excavation technique is the preferred method to be utilized in paved areas. This work shall include obtaining all permits, traffic control, backfilling, compaction, pavement restoration, and surveying of the pothole areas.
- Secure the necessary approvals and offsite permits to perform the pothole work.

SS 4.0 Right-of-Way Engineering

Consultant shall:

- Provide or obtain additional preliminary title reports not provided by the City, author legal descriptions and prepare right-of-way plans relating to property ownership and acquisition beyond the work outlined in the Basic Scope of Services.

SS 5.0 Presentations at Public Workshops and Public Meetings

Consultant shall:

- Attend public meetings or make formal presentations to City Council or other governing agencies in excess of those specified in the Basic Scope of Services.
- Prepare graphics, and presentation materials as required.

SS 6.0 Additional Engineering and Design Services

Consultant shall:

- Provide additional engineering design services that are directly related to the PROJECT, but which were not anticipated nor which could have been reasonably construed to be associated with work described in the Basic Scope of Services.
- Secure the necessary approval, permits, and documentation to prosecute the supplemental engineering and design.
- Perform the necessary interaction and coordination with affected and impacted parties, and all stakeholders to prosecute the additional design work.

SS 7.0 Sewer and Water Design

Consultant shall:

- Provide engineering design services for new sewer and water facilities.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
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**Exhibit "B"
Rate Schedule**

WSP USA INC.

<u>Engineering Services</u>	<u>Hourly Rate</u>
Project Principal	\$220
Project Manager	\$220
Senior Civil Engineer	\$200
Civil Engineer	\$160
Civil Designer	\$130
Utility Engineer	\$150
Traffic Engineer	\$200
QC Engineer	\$220
CAD Manager	\$125
CAD Technician	\$110
Project Administrator	\$100

NINYO AND MOORE

	<u>Hourly Rate</u>
Principal	\$180
Sr. Engineer/Geologist/Environmental Scientist	\$160
Project Engineer/Geologist/Environmental Scientist	\$150
Sr. Staff Engineer/Geologist/Environmental Scientist	\$135
Data Processor	\$60
Laboratory Analyses per test:	
Atterberg Limits, D 4318, T 89, T 90	\$90
Soil Suite - Chloride, Sulfate, Sodium, Sodium Sulfate and Solubility	\$175
Moisture and Density, D 2937	\$30
R-Value, D 2844, T 190	\$250
Sieve Analysis, D 422	\$110
Drill Rig (Subcontractor)	\$25

SUNRISE ENGINEERING INC.

	<u>Hourly Rate</u>
Survey Tech II	\$80
Survey CAD Tech	\$110
Survey Crew Chief	\$185
Survey Manager	\$150
Registered Surveyor	\$150
Principal Surveyor	\$170

KCI TECHNOLOGIES INC.

	<u>Hourly Rate</u>
Project Manager	\$180

Testing per Work:

Test Hole Non-Paving Surface

\$595/hole

Test hole Paved Surface

\$745/hole

KCI TECHNOLOGIES INC

Hourly Rate

Testing per Work:

Permit

\$500

Traffic Control Plans & Set Ups

\$7200

Import Backfill

\$3200

STANTEC

Hourly Rate

Principal

\$287

QA/QC/Senior Level

\$251

Technical Professional

\$217

Senior Level Engineers/Architects

\$183

Technical Engineers/Architects

\$154

Junior Positions

\$132

Survey Crew 1-person-regular rate

\$125

Survey Crew 1-person-overtime rate

\$155

Survey Crews 2-person-regular rate

\$180

Survey Crews 2-person-overtime rate

\$225

Survey Crews 3-person-regular rate

\$220

Survey Crews 3-person-overtime rate

\$295

Hourly Rates for CONSULTANT and all Subconsultants to remain in effect for the duration of the contract and include Direct Salary, Salary Cost, Overhead and Profit.

Expenses (billed at actual cost without markup):

Expenses for the PROJECT may include, but are not limited to:

<u>Item</u>	<u>Cost</u>
Reproduction (copies/printing)	At cost
Blueprinting	At cost
Graphic Art Displays/Exhibits	At cost
Postage/Overnight Mail Delivery	At cost
Photography: Film and Development	At cost
Public Notices/Advertisements	At cost
Travel	At cost
Subconsultants	At cost

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
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EXHIBIT “C”

PROJECT SCHEDULE

Task	Completion (Days after NTP)	Cumulative Months
Preliminary Engineering		
NTP #1 Kickoff Meeting	14 days	0.50 months
Surveying	45 days	1.50 months
Geotechnical Investigations	60 days	2.00 months
Progress Meeting #1	60 days	2.00 months
Progress Meeting #2	120 days	4.00 months
Stakeholder Meeting	120 days	4.00 months
Utility Potholing	120 days	4.00 months
30% Plan submittal	150 days	5.00 months
City Design Review Meeting	171 days	5.75 months
Final Design		
NTP #2 Kickoff	14 days	6.00 months
Stakeholder Meeting	45 days	7.00 months
Begin ROW Acquisition	75 days	8.00 months
Progress Meeting	90 days	8.75 months
90% Plan submittal	150 days	10.75 months
City Design Review Meeting	171 days	11.50 months
100% Plan submittal	216 days	13.00 months
City Design Review Meeting	237 days	13.75 months
Final Plan submittal	267 days	14.75 months
Complete ROW Acquisition	340 days	17.00 months