

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE
P2A PUMP STATION REHABILITATION**

This Professional Engineering Services Agreement (as such may be modified, amended or supplemented, the "Agreement") is made and entered into as of the 2 day of November, 2022, by and between the City of North Las Vegas, a Nevada municipal corporation, (the "City"), and Poggemeyer Design Group, Inc., an Ohio Corporation, (hereinafter referred to as "Consultant").

RECITALS:

1. The City intends to rehabilitate its P2A Pump Station located at 7100 East Carey Avenue, (hereinafter referred to as the "Improvements").
2. The City desires to obtain quality professional services of the Consultant to perform project management, preliminary engineering, final 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 Larry Carroll, PE, whose license number is 18147, as the Principal-in-Charge ("Principal-in-Charge"), and Daisy Vidal, PE, whose license number is 24608, 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-eight (28) 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; and,
 - 3. Cover sheet format and City logo in AutoCAD Civil 3D format.

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. Obtaining right-of-way and easements;
 3. Printing of the construction bidding document package;
 4. Completing the competitive bidding procedures for public works projects; and,
 5. 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 - Task</u>	<u>Time & Material Amount</u>
1. Project Management	\$32,280.00
1. Preliminary Engineering Services	\$106,639.00
2. Final Design Services	\$173,736.00
3. Bid Phase Support Services	\$11,764.00
4. Construction Management Support Services	\$29,836.00
Supplemental Services	<u>Time & Material Amount</u>
	40,000.00
GRAND TOTAL	Not-to-Exceed <u>\$394,255.00</u>

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 payments for Basic Services, 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 payments for Basic Services, 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 (½%) 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.

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 taken, 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 Ohio, 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.

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 right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that 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.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
3. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000.00 per accident for bodily injury and property damage.
4. Requested liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.
5. **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 \$1,000,000 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.

6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used).

(b) **Primary Coverage:** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess to the Consultant's insurance and shall not contribute with it.

(c) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(d) **Contractual Liability:** Cover Consultant's contractual liability to the City.

(e) **Waiver of Subrogation:** Consultant hereby grants to the City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subconsultants.

(f) **Self-Insured Retentions and Deductibles:** Self-Insured retentions and deductibles must be declared to the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

(g) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the City.

- (h) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
- i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - iii. If coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (i) **Verification of Coverage:** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. 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 certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (j) **Special Risks or Circumstances:** The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this 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 Parties for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnitees as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

2. **Claims Based Upon or Arising out of Professional Services.** The Consultant shall indemnify and hold the Indemnitees, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this 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 that 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, all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin. Consultant shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf of the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules. Contractor will supply all

of its employees with the appropriate Safety equipment required for performing functions at the City facilities.

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: Robert Huggins, P.E.
City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 610
North Las Vegas, NV 89030
Phone: 702-633-2003
Email: HugginsR@cityofnorthlasvegas.com

To Consultant: Larry V. Carroll, P.E.
Poggemeyer Design Group, Inc.
6960 Smoke Ranch Rd., Suite 110
Las Vegas, NV 89128
Phone: 702-255-8100
Email: LCarroll@kleinfelder.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:

1. 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.
2. At no time shall the Consultant transfer, disclose, publish, or otherwise make accessible to anyone, any Confidential/Proprietary Information, unless and until such information is readily available in the public domain by reason other than Consultant's disclosure or unless such disclosure is required by applicable law or occurs in the normal course of performing the Consultant's Services to the City.

Y. PUBLIC RECORDS:

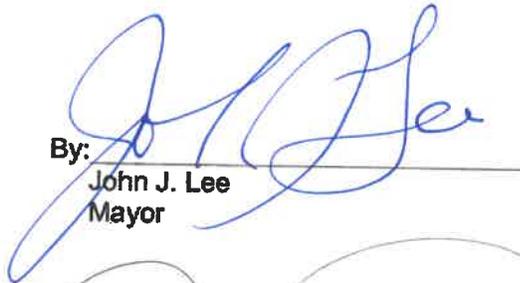
Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Consultant for the disclosure of any public record, including but not limited to documents provided to the City by the Consultant. In the event the City is required to defend and action with regard to a public records request for documents submitted by the Consultant, the Consultant 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.

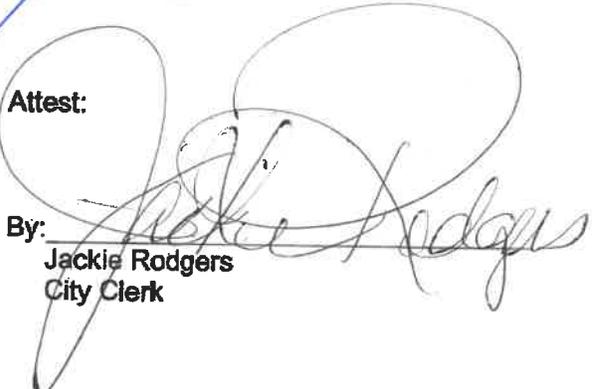
City of North Las Vegas, Nevada
a Nevada municipal corporation

Poggemeyer Design Group, Inc.
an Ohio corporation

By: 
John J. Lee
Mayor

By: 
Larry V. Carroll, P.E.
Managing Principal

Attest:

By: 
Jackie Rodgers
City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore
City Attorney

**PROFESSIONAL ENGINEERING AGREEMENT
FOR THE
P2A PUMP STATION REHABILITATION**

**EXHIBIT "A"
SCOPE OF BASIC SERVICES**

PURPOSE OF EXHIBIT

This exhibit outlines the scope of work for Basic Services to be provided for the City of North Las Vegas (City) by Poggemeyer Design Group (Consultant) for the P2A Pump Station Rehabilitation Project located at 7100 East Carey Ave in North Las Vegas. The City reserves the right to cancel, re-prioritize, and/or alter the schedule of the Project as identified herein. Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement.

PROJECT DESCRIPTION

The P2A Pump Station is used to pump water into the Sunrise Reservoir located in the extreme southeast side of the water distribution system in Sunrise Manor. Sunrise Reservoir supplies the north 2145 pressure zone. While the pump station was enclosed in a building around 1997, the pumps predate this by several years. The pump station includes four pumps, one of which was rehabilitated in the last three years and has a capacity of 3,000 gpm. Due to recent development growth, this pump station has had difficulty providing enough water to overcome system demands to allow the tank to fill. This project includes upgrading three of the four pumps to increase output, and upgrading the electrical controls to modern standards. Upgrading this pump station would directly support the growth in the 2145 zone, specifically the Speedway area. The project will include the removal and replacement of approximately 250 feet of 14-inch suction and discharge pipelines with 36-inch diameter pipelines.

The pump station must be designed in such a way that it can remain in service during construction. This scope of work assumes that the new pumps will be placed in the location of the existing pumps and that no HVAC or structural design will be required.

The Improvements will include:

- Three (3) new pumps with a capacity that will be determined during the Preliminary Engineering Phase. Two of the existing pumps have a capacity of 400 gpm with the third pump having a capacity of 1,300 gpm.
- Suction and discharge piping to water main increased to 36-inch diameter.
- Upgraded electrical controls.
- Coordination with all City departments and divisions.

- Coordination with all utilities such as, but not limited to, NV Energy, CenturyLink, Southwest Gas and Cox Communications.
- Coordination with all entities such as CCRFCD and RTC.
- Coordination with City selected Contractor upon award of the construction contract.

STANDARDS

The Improvements shall be designed in accordance with locally adopted standards and procedures. Such standards will include, but are not limited to:

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 editions.
3. Regional Transportation Commission of Southern Nevada (RTC), Policies and Procedures, current edition.
4. A Policy on Geometric Design of Highways and Streets, American Association of State Highways and Transportation Officials (AASHTO), current edition.

When the Project involves other infrastructure, the locally adopted standards for such shall be recognized and followed. Such standards may include, but are not limited to:

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 Collection Systems, Southern Nevada, current edition.
4. A Policy on Geometric Design of Highways and Streets, American Association of State Highways and Transportation Officials (AASHTO), current edition
5. Manual on Uniform Traffic Control Devices, Federal Highway Administration, current edition.
6. Americans with Disabilities Act Accessibility Guidelines (ADAAG).
7. Pedestrian Design for Accessibility within Public Right-of-Way, FHWA (FHWA-SA-10-005).

8. Department of Justice, Code of Federal Regulations 28 CFR Part 36, Revised as of July 1, 1994 for Americans with Disabilities (ADA).
9. City of North Las Vegas Title 17.

Consultant acknowledges and agrees that the above reference materials are not comprehensive. Consultant shall verify and add to the list as needed to complete the Project to industry care and standards.

SCOPE OF WORK

The scope of work is divided into five (5) Tasks as listed below. The different tasks parallel the stages associated with project implementation. Each task consists of a series of separate activity efforts.

Task 1: Project Management – Services related to the monitoring, reporting and coordination efforts with the City and other agencies required to effectively manage the Project.

Task 2: 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. The proposed Improvements and design requirements will be outlined in the Basis of Design Report (BODR).

Task 3: Final Design Services – Services related to preparation of construction Contract Documents and cost estimates for the Improvements.

Task 4: Bid Phase Support Services – Service that will support the City's solicitation period during the Project advertisement and award.

Task 5: Construction Administration Phase Support Services – Services that will support the City during the construction activities.

SUBCONSULTANTS

The following sub consultants will be used for the Project:

Aerial Topography: Aerial Mapping Consultants
Geotechnical Engineering: Geotechnical and Environmental Services, Inc.
Utility Potholing: KCI Technologies, Inc.

Replacement of any of the above noted sub-consultants will require a two (2) week notification to the City for review that outlines the reason(s) behind the proposed change and the submission of the qualifications of the replacement firm including key personnel. Approval of such replacement does not constitute an extension of Project delivery time nor will it be used as justification to increase the Consultant's fees.

TASK 1 PROJECT MANAGEMENT

Consultant is responsible for the management of all services provide by Consultant to the City. This Task will end after Task 3 Final Design Services. The Consultant Project Manager is to monitor, report, and coordinate with the City Project Manager.

1.1 Project Administration

Consultant shall:

- Perform day-to-day work to administer interrelated activities.
- Manage personnel, resources, and sub-consultants.
- Develop and monitor detailed schedules, milestones, and budgets.
- Coordinate with the City and other agencies.
- Prepare and distribute monthly detailed schedule updates.
- Prepare and distribute monthly status reports.
- Draft schedules and status reports shall be submitted to the City three (3) working days prior to its due date for review and approval prior to distribution. Upon receiving City's review, Consultant shall revise and disseminate to all impacted and affected parties within two (2) working days.

Deliverables:

- *Project Schedule – PDF electronic file*
- *Schedule Updates – PDF electronic file*
- *Progress Reports – PDF electronic file*

1.2 Kick-off Meeting

Consultant shall:

- Conduct an initial Project meeting with the City and other agencies as required within seven (7) working days following issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the timing and intent of project deliverables, review the Project schedule, introduce key personnel, establish lines of communication, clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. The meeting will be held in-person with availability for staff to attend virtually via MS Teams. Two (2) members from the Consultant's team will attend in-person.

- Prepare the meeting agenda and meeting minutes, noting discussion issues, decisions, and action items, for review by the City prior to issuing final versions for distribution. The proposed agenda will be provided to the City at least three (3) business days before the meeting and draft meeting minutes will be provided within two (2) business days of the meeting.

Deliverables:

- *Meeting Agenda and Minutes – PDF electronic file*

1.3 Progress Meetings

Consultant shall:

- Conduct a maximum of two (2) progress meetings during the Preliminary Design Phase to discuss and review the progress of the Project and identify any issues that may affect the project deliverables. The meetings will be held in-person with availability for staff to attend virtually via MS Teams. Two (2) members from the Consultant's team will attend in-person.
- Prepare meeting agendas and minutes recording the discussion issues, decisions, and action items for review by the City prior to issuing final versions for distribution. The proposed agendas will be provided to the City at least three (3) business days before each meeting and draft meeting minutes shall be provided within two (2) business days of each meeting.

Deliverables:

- *Meeting Agendas and Minutes – PDF electronic file*

1.4 Utility and Entity Coordination

Consultant shall:

- Coordinate with affected utility companies, other governmental agencies and design consultants as necessary to obtain information on existing and proposed utility facilities within the vicinity of the proposed Improvements and determine where there may be conflicts. Agencies to be contacted by the Consultant shall include, but are not limited to: City, Clark County Regional Flood Control District (CCRFCD), Regional Transportation Commission of Southern Nevada (RTC), Southern Nevada Water Authority (SNWA), NV Energy, CenturyLink, Southwest Gas, Cox Communications and other local and state agencies.
- Coordinate with the City and process any and all required permits for work within Carey Avenue or adjacent roadways.
- Secure and review City water, sewer, and storm drainage facility GIS information, fiber optic information, and other available records in the area of the proposed Improvements.

- Provide ongoing coordination throughout the Basis of Design and Final Design phases to ensure utility conflicts are resolved.
- Track all utility submittals and comments on a Utility Submittal Matrix.
- Conduct a maximum of two (2) meetings to coordinate project design with local entities and utilities.
- Provide five (5) potholes, including backfill, compaction, surface restoration, traffic control and permits if needed, to determine the location of underground utilities along the alignment. Pothole locations will require review and approval from the City prior to performing the work.

Deliverables:

- *Utility Submittal Matrix – PDF electronic file*
- *Meeting Agendas and Minutes – PDF electronic file*
- *Subsurface Utility Report – PDF electronic file*

TASK 2 PRELIMINARY ENGINEERING SERVICES

Consultant will document technical and engineering decisions, recommendations, preliminary plans, site layouts, project descriptions, and designed criteria established during the Preliminary Engineering Phase into a Basis of Design Report (BODR).

2.1 Records Review and Information Research

Consultant shall:

- Obtain and review plans, maps, reports, record drawings, or other information that will likely affect the Project.
- Conduct site visits as necessary to complete the design of the Improvements.
- Provide ongoing supplemental research of public records during Project development.
- Coordinate with other design consultants currently working on other capital improvement projects within the area(s).

2.2 Hydraulic Analysis

Consultant shall:

- Prepare a Hydraulic Analysis Report of the proposed water system and evaluate the pump station pump and piping hydraulics.

- The City has confirmed that the pump station will be designed to fill Sunrise Reservoir only.
- Consultant will not perform a City distribution system hydraulic modeling.

Deliverables:

- *Hydraulic Analysis Report (Draft) – PDF electronic file*
- *Hydraulic Analysis Report (Final) – PDF electronic file*

2.3 Geotechnical Investigation

Consultant shall:

- Review available published geologic and geotechnical information along and within the vicinity of the Project.
- Drill and log two (2) borings that extend to 15 to 25 feet below the existing surface along the waterline alignment. Contact Underground Service Alert (USA) as necessary for location of utilities in public easements as well as obtain encroachment permits and traffic control permits for work performed during the drilling operations.
- Log the subsurface conditions encountered in the explorations at the time of exploration as well as perform laboratory test on the boring samples to determine physical engineering characteristics including soil corrosivity tests.
- Backfill all borings with soil immediately after their completion.
- Environmental sampling and testing will not be performed in conjunction with the geotechnical exploration.
- Groundwater samples will not be collected or sampled.
- Perform engineering analyses and provide a formal report outlining observations, conclusions and recommendations for trench backfill, compaction, and pavement alternatives as to mill and overlay or remove and replace.
- Prepare and submit two (2) copies of a draft Geotechnical Report for review prior to submittal of the Final Design Report. Review comments will be addressed and incorporated into the Final Design Report.

Deliverables:

- *Geotechnical Report (Draft) – PDF electronic file*
- *Geotechnical Report (Final) – PDF electronic file*

2.4 Survey and Right-of-Way

Consultant shall:

- Perform field survey work for gathering data to prepare construction mapping, field verify provided topography, and establish horizontal and vertical control. Construction mapping will be prepared at a scale of 1"=20' and shall include planimetric features and topographic contours. Contours intervals shall be 1-foot.

2.5 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 state and local agencies, including the City, Nevada Division of Environmental Protection (NDEP), NV Energy, CenturyLink, Southwest Gas, Cox Communications and others as required. The City will sign all permit applications and pay all application fees.

It is anticipated that the Consultant shall assist the City with the procurement of the following:

1. NDEP Permit to Construct

- Prepare a summary matrix of required permits. The City will provide a typical permit matrix form to the Consultant.

Deliverables:

- *Permit Matrix – PDF electronic file*

2.6 Preliminary Cost Estimate

Consultant shall:

- Prepare a preliminary opinion of probable cost of construction, and total project cost including design, permits and contingency to correspond with a 30% level of Project completion.

Deliverables:

- *Preliminary Cost Estimate – PDF electronic file*

2.7 Basis of Design Report (BODR)

Consultant shall prepare a BODR to serve as the foundation for development of detailed design documents. The City will review the Draft BODR and provide written comments.

Responses from Consultant are required back to the City prior to the review workshop. All comments shall be incorporated where appropriate in the Final BODR.

The Consultant shall:

- Prepare and submit four (4) copies of the Draft BODR to the City for review. The BODR will include, but is not limited to, the following items:
 - Executive summary.
 - Table of contents.
 - Description of the Improvements.
 - Site review inventory, utilities and topographic features, including photos.
 - Geotechnical investigation report for the Project.
 - Calculations, drawings, exhibits and tables to support analyses and recommendations.
 - Opinion of Probable Construction Cost including preliminary bid schedule, quantities, and total Project cost.
 - Permit Matrix and status of all permits required for the improvements.
 - Right-of-way and easement requirements.
 - Drawing list.
 - Outline of the Special Provisions.
 - Summary of utility installations, potential conflicts, relocations and permits associated with the Improvements.
 - Meeting minutes and pertinent correspondence. The meeting will be held in-person with availability for staff to attend virtually via MS Teams. Two (2) members from the Consultant's team will attend in-person.
 - Correspondence depicting coordination with City divisions and other agencies.
 - List of existing maps, reports, and documents reviewed.
 - QA/QC review comments.

- Meet with the City and other agencies to obtain comments on the BODR and to achieve consensus on all design concepts for the Project.
- Address comments with written responses and prepare a comment matrix.
- Submit four (4) stamped copies of the Final BODR concurrent with the 90% design submittal to the City incorporating the comment matrix responses. Responses to the comment matrix will be an attachment to the Final BODR.

Deliverables:

- *Basis of Design Report (Draft) – PDF electronic file*
- *Written Responses to Comments on Draft BODR – PDF electronic file*
- *Workshop Materials and Minutes – PDF electronic file*
- *Basis of Design Report (Final) – PDF electronic file*
- *Preliminary Opinion of Probable Construction Cost – PDF electronic file*

2.8 Quality Assurance / Quality Control (QA/QC)

Consultant shall:

- Utilize personnel independent of the Project to perform a QA/QC review of the preliminary plans, specifications, and estimates prior to production and submittal.

TASK 3 FINAL DESIGN SERVICES

Upon receipt of written authorization by the City, the Consultant shall perform all Final Design Services necessary to provide for construction of the Improvements including furnishing plans and specifications to the City for review, approval and printing.

3.1 60% Design Submittal

Consultant shall:

- Develop 60% design documents that incorporate all applicable review comments.
- Provide response matrix or responses on redlined plans that include responses to all previous review comments.
- Provide progress drawings and Contract Documents to the City for review and comment.

The drawing list is expected to include the follow:

General Sheets: 4

Survey Sheets:	2
Plan and Profile Sheets:	2
Civil Detail Sheets	2
Mechanical Sheets:	4
Mechanical Detail Sheets	2
Electrical Sheets	4
Instrumentation & Controls	2

- Submit plans and documents to all other affected agencies and utility companies.
- Provide updated schedule, cost estimate, permit matrix, and utility submittal matrix.

Deliverables:

- *60% Design Drawings – PDF electronic file*
- *60% Technical Specifications – PDF electronic file*
- *60% OPCC – PDF electronic file*
- *Response to the City’s comments on the 60% submittal documents*

3.2 60% Review Meeting with City Staff

Consultant shall:

- Coordinate and conduct a 60% review meeting with the City and appropriate agencies, and conduct a detailed “plans-in-hand” on-site review.
- Address and incorporate appropriate comments from the 60% review, review meeting, and on-site review into the 90% draft plans and documents and provide written responses to all comments.

Deliverables:

- *Meeting Agendas and Minutes – PDF electronic file*

3.3 60% & 90% QA/QC Review

Consultant shall:

- Utilize personnel independent of the Project to perform a QA/QC review of the 60 & 90% plans, specifications, and estimates, prior to production and submittal.

3.4 90% Design Submittal

Consultant shall:

- Develop 90% complete design documents that incorporate all applicable review comments.
- Provide response matrix or responses on redlined plans that include responses to all previous review comments.
- Provide progress drawings and Contract Documents to the City for review and comment.
- Submit plans and documents to all other affected agencies and utility companies.
- Provide updated schedule, cost estimate, permit matrix, and utility submittal matrix.

Deliverables:

- *90% Design Drawings – PDF electronic file*
- *90% Technical Specifications – PDF electronic file*
- *90% OPCC – PDF electronic file*
- *Response to the City's comments on the 90% submittal documents*

3.5 90% Review Meeting with City Staff

Consultant shall:

- Coordinate and conduct a 90% review meeting with the City and appropriate agencies, and conduct a detailed “plans-in-hand” on-site review.
- Address and incorporate appropriate comments from the 90% review, review meeting, and on-site review into the 100% draft plans and documents and provide written responses to all comments.

Deliverables:

- *Meeting Agendas and Minutes – PDF electronic file*

3.6 Permitting

Consultant shall:

- Prepare final applications for all appropriate permits.
- Assist the City in preparing required exhibits and backup information.
- Coordinate City signatures on permit applications.
- Submit permit applications on City's behalf.

- Obtain approved permits from agencies.

3.7 100% Final Design Submittal

Consultant shall:

- Address all final review comments and incorporate applicable comments pursuant to the City's 90% review into the final plans, contract documents, special conditions, technical specifications, bid schedule and cost estimates.
- Furnish to the City copies of all Project drawings in AutoCAD format.
- Provide one set of final, sealed, full-size original drawings (signed by the appropriate public agencies and utility companies), Contract Documents, Specifications, and bid schedule, all in a form approved by the City and suitable for reproduction.
- Provide calculations, design worksheets, and other information for the City's files.
- Ensure that all drawings, specifications, and reports shall be sealed, signed, and dated for each discipline, by an appropriate professional engineer(s) licensed in Nevada.
- The City will provide the Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award Instructions, Construction Contract and General Conditions to be included in the contract documents.

Deliverables:

- *Final design drawings – PDF electronic file & AutoCAD format*
- *Final technical specifications – PDF electronic file*
- *Final OPCC – PDF electronic file*

TASK 3 BID PHASE SUPPORT SERVICES

Consultant shall:

- Attend one (1) pre-bid conference to provide technical support to the City.
- Address questions posed by prospective bidders and stakeholders that may include revising the plans, specifications, and Engineer's cost estimate in whole or in part as a result of said questions. This task assumes the Consultant will address no more than ten (10) Request for Information (RFI) requests and prepare no more than two (2) addenda.

- Confer with the City prior to revising the plans, specifications, and Engineer's cost estimate as a result of questions posed by prospective bidders and stakeholders.
- Assist the City in evaluating the bid proposals received and provide recommendations on the suitability of the bids by way of advising the City whether to reject or accept the bids and accept the lowest responsible bidder.
- Prepare one (1) set of conformed construction drawings of the plans and specifications based on the revisions performed in any of the addenda issued during the Bid Phase Support.
- Provide electronic files of all documents prepared by the Consultant.

TASK 4 CONSTRUCTION ADMINISTRATION SUPPORT SERVICES

Consultant shall:

- Review Contractor submittals including shop drawings. This task assumes the Consultant will review no more than 25 Contractor submittals.
- Review Contractor RFIs. This task assumes the Consultant will review no more than 25 Contract RFIs.
- Review and address any construction conflicts identified in the field.
- Modify the plans, in whole or in part, as a result of addressing an RFI or additional construction activities not defined in the construction documents.
- Support the City in preparing change orders. This task assumes no more than three (3) change orders.
- Provide in both hard copy and electronic media all documents prepared by the Consultant including field notes.
- If Improvements are litigated, assist the City during this legal process.

**PROFESSIONAL ENGINEERING AGREEMENT
FOR THE
P2A PUMP STATION REHABILITATION**

EXHIBIT "A-1"

SUPPLEMENTAL SERVICES

The CONSULTANT shall provide Supplemental Services directly related to the PROJECT when requested, and authorized in writing to do so by the CITY. 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. Supplemental Services of the CONSULTANT may include any, or all of the following:

SS 1.0 Significant Revision of Design

The CONSULTANT shall:

- Revise the plans and specifications as necessary to accommodate significant revisions to the design philosophy.

SS 2.0 Supplemental Utility Potholing

The CONSULTANT shall:

- Perform, or perform through subconsultant, supplemental potholing determined during the PROJECT to be essential to verify the horizontal and vertical location of underground utilities.

SS 3.0 Additional Design Services

The CONSULTANT shall:

- Provide additional Engineering design services that are directly related to the PROJECT but which were not anticipated nor which could be reasonably construed to be associated with work described in Exhibit "A". Additional design services are normally identified by the CITY for the CITY's convenience.

SS 4.0 Meetings/Site Visits

The CONSULTANT shall:

- Attend additional progress or coordination meetings or make additional site visits in excess of the quantity specified in Exhibit "A".

SS 5.0 Presentations

The CONSULTANT shall:

- Conduct additional PROJECT presentations, beyond that required in Exhibit "A", to the CITY Council, CITY Department Directors and/or other committees summarizing the PROJECT and prepare renderings or professional quality graphic presentation materials and backup information required for agenda items and meetings.

SS 6.0 Additional Construction Management Support Services

The CONSULTANT shall:

- Assist the CITY on an as-needed basis in accomplishing the following:
 - Construction Management Support Services in excess of those specified in Exhibit "A".
 - Construction inspection, or additional testing and analysis work as required by the City.
 - Quality Assurance and materials testing.

**PROFESSIONAL ENGINEERING AGREEMENT
FOR P2A PUMP STATION REHABILITATION**

**EXHIBIT "B"
FEE SCHEDULE**

<u>Classification</u>	<u>Hourly Rate</u>
Principal	210
Associate	210
Supervising Project Manager/Supervising Engineer/Supervising Land Surveyor	205
Senior Project Manager/ Senior Engineer/Senior Land Surveyor	190
Project Manager	175
Project Engineer/Land Surveyor/ Field Survey Manager	165
Construction Specification Manager	175
Specification Technician	85
Supervising Designer	160
Senior Designer	145
Designer/Survey Office Technician	135
Engineering Intern 2	135
Engineering Intern 1	125
Land Survey Intern	125
Senior CAD Technician	115
CAD Technician	105
Project Coordinator	115
Project Assistant 2/Processor	95
Project Assistant 1	75
Survey Party Chief	125
Survey Instrument Operator	75

DIRECT EXPENSES (APPLICABLE TO THE PROJECT)

Mileage	\$0.51/mile
Subconsultant Fees	At Cost
Reproduction	At Cost
Photocopies	
Blueline/Blackline Prints	
Mylar Drawings	
Photographs	At Cost
Permit Fees	At Cost
Other Direct Costs	At Cost

Direct Expenses (non-salary costs) shall be billed at actual cost without markup, as verified by receipt, invoice or other documentation acceptable to the City.

These hourly billing rates for Consultant and subconsultants shall remain in effect for the duration of the Agreement and include direct salaries, overhead, and profit.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR P2A PUMP STATION REHABILITATION**

**EXHIBIT "C"
Project Schedule**

<u>Task</u>	<u>Schedule</u>
Project Management	18 months
Preliminary Engineering Services	6 months
Final Design Services	12 months
Bid Phase Support Services	3 months
Construction Support Services	12 months