

**NORTH LAS VEGAS CITY COUNCIL
AGENDA ITEM**

Number: **25**

SUBJECT:

Professional Landscape Architectural Services Agreement with Moore Iacofano Goltsman, Inc., for the Craig Ranch Regional Park - Phase I Project

REQUESTED BY:

Dr. Qiong Liu, P.E., P.T.O.E., Director of Public Works
Mike Henley, Director of Parks and Recreation

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council approve the Professional Landscape Architectural Services Agreement with Moore Iacofano Goltsman, Inc. in a form approved by the City Attorney's Office.

FISCAL IMPACT:

Amount:
\$1,582,237.00

Explanation:

Southern Nevada Public Lands Management Act
(SNPLMA)

ACCOUNT NUMBER:

489-700521-431025

STAFF COMMENTS AND BACKGROUND INFORMATION:

The existing Craig Ranch Golf Course will be converted into a Regional Park with sports fields, sport courts, skate park, dog park, cultural areas, parking areas, performing arts amphitheater, aquatics center, lighted trails, restrooms, picnic shelters, demonstration gardens and open passive recreation areas.

An extensive public outreach program has been conducted for the regional park master plan which included community newsletters, community workshops, information booths at the 2006 and 2007 BalloonaPalooza Festivals, multiple presentations to the Park and Recreation Advisory Board, and establishment of the craigranch.org web site.

Several updates and presentations have been made to the City Council over the span of the park master planning and development process. On October 17, 2007, City Council reviewed and approved the proposed Phase I improvement plan for the regional park. This first phase will include the park entrance, lighted parking, infrastructure such as water, sewer storm drainage and electrical facilities, restrooms, dog park, lighted trails, group and family picnic shelters, and perimeter fencing at property lines. This initial phase of the project will be funded by the Bureau of Land Management, with SNPLMA Round 5 funds, and proceeds from the golf course operation.

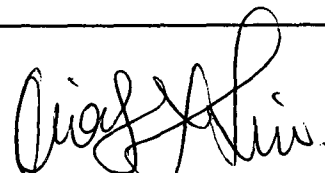
(Continued on Page 2)

LIST CITY COUNCIL GOAL(S):

This regional park facility is consistent with Council's priorities of Well-Planned, Quality Growth and a Safe and Livable Community.

PREPARED BY:


Mike Henley
Dir. of Parks & Recreation


Dr. Qiong Liu, P.E., P.T.O.E.
Dir. of Public Works

**RESPECTFULLY
SUBMITTED:**


Gregory E. Rose
City Manager

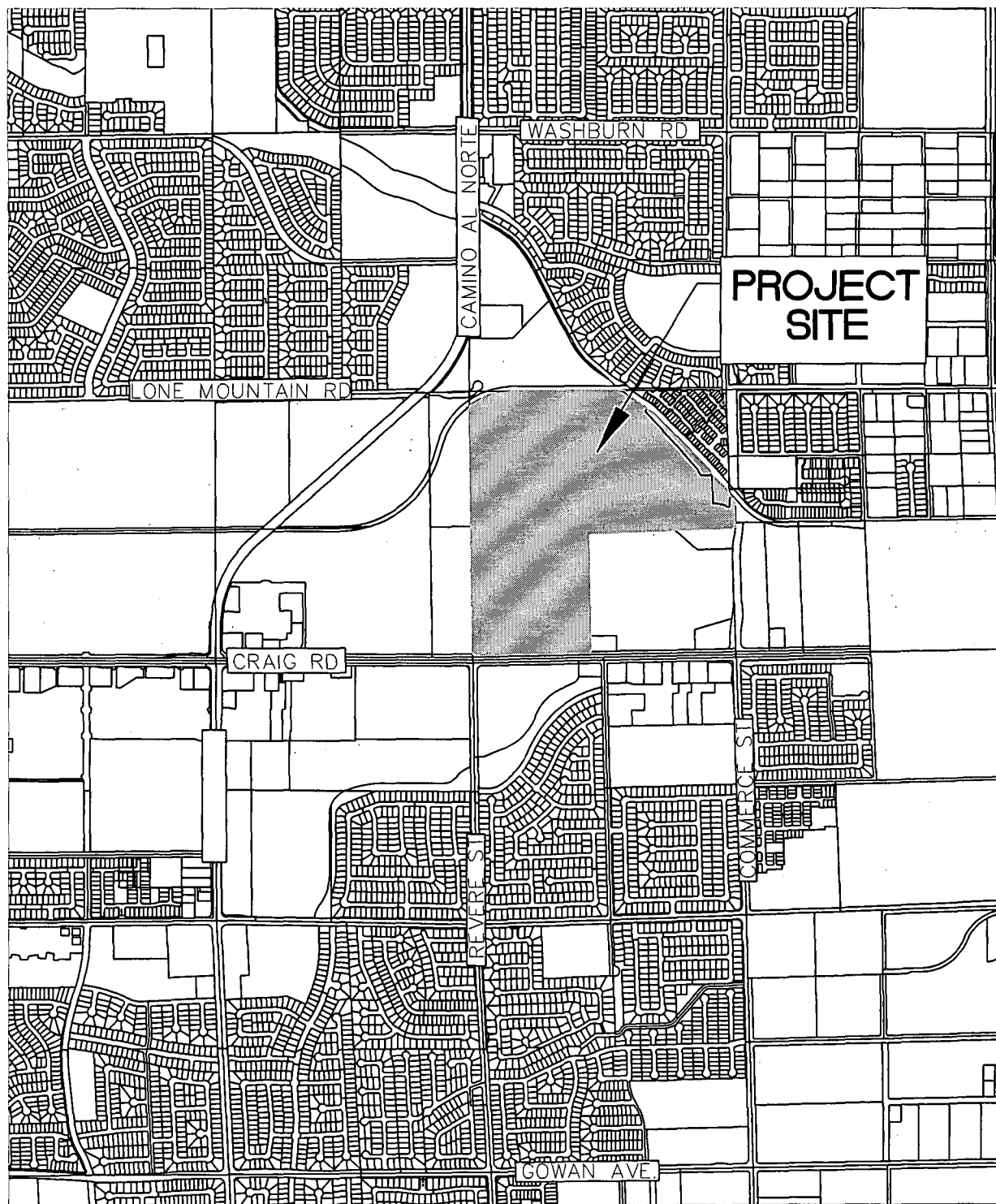
**CITY COUNCIL
MEETING DATE:**

4/2/08

Public Works staff negotiated the Agreement with the Consultant to provide design services, bid phase, and construction administration support services required to complete the Phase I Improvements associated with the park. The design phase is anticipated to be 8 months.

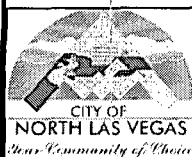
If the work were to be performed by City staff it would take approximately 8,800 man-hours (not including specialty subconsultants) and approximately 45 months to complete since all staff are currently fully utilized on other important projects. The direct costs to the City including salaries, overhead and benefits to perform this work in-house would be approximately \$651,000 plus approximately \$649,000 for specialty subconsultants, but the work would be completed 37 months later than if the work were outsourced to the consultant. Furthermore, the construction cost escalation of doing this work in-house, assuming 1% per month for 37 months, would total 44.5% of the estimated construction cost of \$19,100,000 or \$8,499,500. In addition, other ongoing projects would be delayed incurring similar construction cost escalation impacts.

Therefore the total financial impact of doing the work internally would potentially exceed \$9,799,500 while outsourcing the work to a consultant incurs additional costs of only \$1,582,237.



VICINITY MAP

NTS



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

**CRAIG RANCH REGIONAL PARK
CITY OF NORTH LAS VEGAS**

SCALE: N.T.S.

DRAWING NAME: 10183 Craig Park.dwg

DRAWN BY: S.KRUEGER

DATE: 03/20/06

SHEET NUMBER 17 **OF** 17

**PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT
FOR THE
CRAIG RANCH REGIONAL PARK – PHASE I PROJECT**

THIS PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT (as such may be modified, amended or supplemented, the **"AGREEMENT"**) is made and entered into as of the ____ day of _____, 2008, by and between the **CITY OF NORTH LAS VEGAS, NEVADA**, a political subdivision of the State of Nevada, (hereinafter referred to as **"CITY"**), and **Moore Iacofano Goltsman, Inc.**, a corporation established in the state of California, (hereinafter referred to as **"CONSULTANT"**).

RECITALS:

1. The CITY intends to develop Phase I of the Craig Ranch Regional Park on the 132-acre site currently utilized as the Craig Ranch Golf Course. The anticipated features include an entrance at Revere Street, on-site parking, perimeter fencing, landscaping, lighting, restrooms, picnic shelter, family picnic areas, a modular office, infrastructure, and upgrades to existing features (hereinafter referred to as the **"IMPROVEMENTS"**).
2. The CITY desires to obtain quality professional services of the CONSULTANT to perform landscape architectural design services including the preparation of contract documents, bidding phase and construction administration support services (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 landscape architectural standards of care. 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 CONSULTANT's subconsultants. Approval by the CITY of any products or services furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its services.

- B. CONSULTANT shall assign Steve Lang, whose certificate of registration number is 461, as the Principal-in-Charge ("PRINCIPAL-IN-CHARGE"), and David H. Walters, whose certificate of registration number is 662, 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 2004 format;
4. Copies of existing, publicly available assessors 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 2004 format with 1-foot contour intervals. Upon written request by the CONSULTANT, the CITY will provide additional survey data directly related to the PROJECT.

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 writing legal descriptions for property and easement acquisition;
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 administration support services 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 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.

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:

Basic Services

Lump Sum Amount

1. Design Services	\$ 1,168,186
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Time & Material Amount

2. Bid Phase Support Services	\$ 65,890
3. Construction Administration Support Services	\$ 298,161

Subtotal	\$ 1,532,237
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Time & Material Amount

Supplemental Services	Not-to-exceed	\$ 50,000
<u>Grand Total Not-to-Exceed</u>		<u>\$ 1,582,237</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 progress payments for Lump Sum Basic Services completed, 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 progress payments for Time & Materials Basic Services completed, the CITY shall make payments for completed services on a Time and Materials basis 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 Lump Sum Basic Services, 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 progress payments for Time & Materials 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 Materials 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.

- (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.N.
- 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.

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. Records 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 AND WARRANTIES

CONSULTANT hereby represents and warrants for the benefit of CITY, in addition to any other representations and warranties 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 California, 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 registered Landscape Architect with the State of Nevada, and each has a certificate of registration 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, and CONSULTANT's business license is in full force and effect.

- 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 or registered architect or engineer, as the case may be, with the State of Nevada, and such license or certificate of registration 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 such business license is in full force and effect; 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 and warranties made by CONSULTANT herein shall survive the completion of the PROJECT and the termination or expiration of the AGREEMENT. However, no warranty contained in this Section XI is intended to increase the CONSULTANTS's professional standard of care beyond generally accepted professional landscape standards of care.

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.U.

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:

All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, or other like documents given, prepared or assembled by the CONSULTANT or any subconsultant which are related to the performance of this AGREEMENT are deemed to be the property of the CITY, except to the extent such is not allowed by the Nevada Administrative Code or the Nevada Revised Statutes.

E. INSURANCE:

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. Such insurance must protect CONSULTANT and CITY from employee claims based on PROJECT related sickness, disease or accident.
2. Commercial General Liability (bodily injury and property damage) insurance with respect to CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. CONSULTANT's General Liability insurance policies shall be endorsed as to include the CITY as an additional insured.
3. Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide for coverage 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. 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 Commercial General Liability policy shall automatically include or be endorsed to cover CONSULTANT's contractual liability to the CITY, to waive subrogation against the CITY, its officers, agents, servants and employees, and to provide that the CITY will be given thirty (30) calendar days notice in writing of any cancellation of, or material change in, the policy.
5. 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. No deductible or self-insured retention may exceed \$250,000 without the written approval of the CITY.
6. 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 herein above set forth or limits of liability set forth therein, CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees from any liabilities, damages, losses, expenses, decrees, judgments, reasonable attorney fees, and court costs which the CITY suffers, and/or its officers or employees suffer, to the extent actually caused by, the negligent acts or omissions of the CONSULTANT, its subconsultants, or agents or anyone employed by the CONSULTANT or its subconsultants or agents, in fulfillment or performance of the terms, conditions or covenants of this 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 representative. 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 only have the 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:

In connection with the performance of work under this AGREEMENT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

CONSULTANT shall comply with laws, rules, regulations, and ordinances applicable to the work performed by CONSULTANT with respect to the

PROJECT, as such laws, rules, regulations and ordinances may be modified, supplemented or amended from time to time.

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. EXISTING SITE CONDITIONS OBSERVATION:

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. CONSTRUCTION MEANS AND METHODS:

CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the construction contract. CONSULTANT shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. CONSULTANT shall not have control over or charge of acts or omissions of the Contractor, sub-contractors, or their agents or employees, or of any other persons performing portions of the work.

S. 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.

T. AMENDMENTS:

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

U. 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.

V. 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.

W. 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: CITY OF NORTH LAS VEGAS
Attention: Clifford Moss, P.E.
Project Manager
2288 Civic Center Drive
North Las Vegas, NV 89030

TO CONSULTANT: MOORE IACOFANO GOLTSMAN, INC.
Attention: David H. Walters
Director of Landscape Architecture
815 SW 2nd Avenue, Suite 200
Portland, OR 97204

X. 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.

Y. 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.

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

MOORE IACOFANO GOLTSMAN, INC.

By: _____
MICHAEL L. MONTANDON
MAYOR

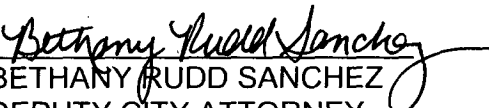
By: 
SUSAN GOLTSMAN, FASLA
PRINCIPAL-IN-CHARGE

ATTEST:

By: _____
KAREN L. STORMS, CMC
CITY CLERK

APPROVED AS TO FORM:

CARIE TORRENCE, CITY ATTORNEY

By: 
BETHANY RUDD SANCHEZ
DEPUTY CITY ATTORNEY

**PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT
FOR THE
CRAIG RANCH REGIONAL PARK - PHASE I PROJECT**

**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 Craig Ranch Regional Park – Phase I Project. The CITY reserves the right to cancel, re-prioritize, and/or alter the schedule of the PROJECT as identified herein. The CITY will give written authorization, by means of a "Notice to Proceed", on a task-by-task basis.

PROJECT DESCRIPTION

The CITY requires design, bidding phase support and construction administration support services for Phase I of the Craig Ranch Regional Park as approved by City Council and as depicted in the Craig Ranch Regional Park Master Plan and Development Report. The PROJECT shall be design to the current construction budget of \$19,100,000. The PROJECT will be bid as one base bid package with up to five additive alternate bids.

The IMPROVEMENTS will consist of regional park amenities including:

- Entrance improvements at Revere Street.
- Development of park identification monument signs and regulatory, informational and directional signage.
- Paved, landscaped, and lighted on-site parking and associated roadways.
- Reconfiguration of existing parking lot striping, lighting and landscaping for code compliance.
- Parking and associated access roads for staff at existing office and maintenance buildings and modular office.
- Perimeter Fencing.
- Frontage landscaping on Craig Road and Commerce Street.
- Approximately 1.5 miles of 12'-24' wide lighted trail and fire access roads.
- Up to two large picnic shelters.
- Family picnic areas.
- Three new restrooms.
- An off-leash lighted dog park with up to four corrals, associated access and parking.

- Site furnishings such as trash receptacle, benches, picnic tables, barbeques, and other associated furnishings.
- One doublewide modular maintenance office building of approximately 1,000 square feet with access and parking.
- New trash enclosures.
- Evaluation and renovation of two existing remote restrooms and one existing restroom near the pro-shop, including evaluation of existing septic systems for code compliance.
- Evaluation and building code related renovations to the existing pro-shop and adjacent restrooms.
- Evaluation and building code related renovations to the existing maintenance buildings and yard.
- Infrastructure including domestic water, irrigation water, sanitary sewer, storm drainage, fire protection, electric and telephone.

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. City of North Las Vegas Park Site Development Standards; Public and Private Park Sites.
4. Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District, 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. Manual on Uniform Traffic Control Devices, Federal Highway Administration, current edition.
5. AASHTO Roadside Design Guide.

6. International Building Code, 2000 Edition as amended by the City of North Las Vegas.
7. Department of Justice, Code of Federal Regulations 28CFR Part 36, Revised as of July 1, 1994 for Americans with Disabilities (ADA).
8. City of North Las Vegas Title 17.

PURPOSE

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

1. **Design Services** – Services related to the assessment of existing and proposed features and the preparation of construction Contract Documents and cost estimates for the IMPROVEMENTS.
2. **Bidding Phase Support Services** – Services intended to support the CITY during public bidding of the IMPROVEMENTS.
3. **Construction Administration Support Services** – Services intended to support the CITY during construction activities including, but not limited to, review of shop drawings and responding to Contractor Requests for Information.

SUBCONSULTANTS

The following subconsultants will be used for the PROJECT:

Architectural:	SH Architecture
Civil:	VTN Consulting Engineers
Electrical/Mechanical:	TJK Consulting Engineers
Geotechnical:	Ninyo & Moore
Cost Estimating:	ESG Construction Consultants
Arborist:	Horticulture Consultants Inc.
Water Resources:	VTN Consulting Engineers
Irrigation:	Aqua Engineering

TASK 1 DESIGN SERVICES

Upon receipt of written authorization by the CITY, the CONSULTANT shall perform all Design Services necessary to provide for construction of the IMPROVEMENTS including furnishing plans and specifications to the CITY for review, approval and printing.

1.1 Project Management

The CONSULTANT shall:

- Perform day-to-day work to administer interrelated activities.
- Manage CONSULTANT'S personnel and resources and coordinate all 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.
- Prepare and distribute agendas and minutes for all meetings.
- Draft schedules, status reports, agendas, and minutes shall be submitted to the CITY for review and approval prior to distribution.
- The CITY shall coordinate and schedule all internal CITY staff.

1.2 Kick-off Meeting

The 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.
- 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 two (2) business days before the meeting and draft meeting minutes will be provided within three (3) business days of the meeting.

1.3 Progress Meetings

The CONSULTANT shall:

- Conduct a maximum of eight (8) progress meetings during the Design Phase to discuss and review the progress of the PROJECT and identify any issues that may affect the project deliverables. One of these meeting shall include a value engineering discussion of proposed alternatives and potential bid alternate scenarios.
- 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 two (2) business days before each meeting and draft meeting minutes shall be provided within three (3) business days of each meeting.

1.4 Monthly Status Reports

The CONSULTANT shall:

- Prepare and submit a monthly status report outlining job tasks completed during the month, major input/feedback gathered, anticipated tasks for the upcoming time period, and an analysis of the PROJECT'S compliance with the overall schedule and detailed milestone schedule.

1.5 Records Review and Information Research

The CONSULTANT shall:

- Review all plans, maps, reports, record drawings, or other information that will likely affect the PROJECT.
- Obtain and review the Title Report for the properties for any information that could 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.

1.6 Utility and Entity Coordination

The 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 (CCRFGD), Regional Transportation Commission of Southern Nevada (RTC), Southern Nevada Water Authority (SNWA), Nevada Power Company, Embarq Telephone, Southwest Gas, Cox Communications and other local and state agencies.
- 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 Preliminary Design and Final Design phases to determine that utility conflicts are resolved.
- Provide on-going coordination throughout Preliminary Design and Final Design phases for the under-grounding of the electrical and other utilities along the property frontage along Craig Road. Process and obtain all under-grounding plans for incorporation into the Bidding Documents.
- Track all utility submittals and comments on a Utility Submittal Matrix.

1.7 Detailed Design of Selected Elements

The CONSULTANT shall:

- Conduct up to three conference calls, with the local subconsultants meeting in-person at the CITY offices, to discuss costs and benefits, including aesthetics of prefabricated versus custom restrooms and combinations thereof, with the goal of arriving at an acceptable design for the CITY. Prefabricated restroom manufacturers for consideration shall include, but are not limited to, CXT, Romtec, and Public Restrooms.
- Also included with the three conference calls noted above, the CONSULTANT shall discuss cost-benefit and aesthetic options for other amenities including, but not limited to, the following:
 - Group and family shade shelters and picnic areas.
 - Signage.
 - Gates and fences.
 - Pathway and parking lot lighting.
- Provide preliminary sketches, elevations, plans and cut-sheets, as appropriate that clearly indicate the suggested design options prior to each conference call.
- Provide accurate cost estimates of each design option.

1.8 Geotechnical Investigation

The CONSULTANT shall:

- Coordinate with the geotechnical subconsultant to provide any addenda to the Geotechnical Evaluation required for the final plans and permits for the IMPROVEMENTS.
- Coordinate with the geotechnical subconsultant to provide a memorandum to the CITY confirming that the final plans and specifications conform to the recommendations in the Geotechnical Evaluation dated September 28, 2007.

1.9 Hydrologic and Hydraulic Analyses

The CONSULTANT shall:

- Provide any additional analyses or addenda to the Master Plan Hydrologic Report required for the final plans and permits for the IMPROVEMENTS.

1.10 Traffic Analysis

The CONSULTANT shall:

- Provide any additional analyses or addenda to the Master Plan Traffic Analysis required for the final plans and permits for the IMPROVEMENTS.

1.11 Horizontal Control

The CONSULTANT shall:

- Coordinate with the CITY Survey Division to obtain the Horizontal Control Plan and incorporate the Plan into the plan set. Horizontal control will be supplied by the CITY, including establishment of monuments, control and filing of the Record of Survey.

1.12 Preliminary Cost Estimate

The CONSULTANT shall:

- Prepare a preliminary bid schedule, a preliminary construction cost estimate, and a preliminary total PROJECT cost estimate to include design fees, construction, construction management, permits, utility connections and contingency to correspond with a 30% level of PROJECT completion.

1.13 Site Layout

The CONSULTANT shall:

- Refine and quantify the scope of the IMPROVEMENTS included in this phase of the regional park development including the exact locations of the group and family shade shelters, the restrooms and proposed trail alignment.

1.14 Existing Building Assessment

The CONSULTANT shall:

- Perform an assessment of the existing maintenance buildings and yard, and the existing pro-shop with regard to building code compliance issues and provide recommendations for renovations and upgrades to be incorporated into the final design.

1.15 Existing Cart Path Assessment

The CONSULTANT shall:

- Perform an assessment of the existing cart path for both alignment and physical condition and provide recommendations for which portions of the existing path can be incorporated into the new path system.

1.16 ADA Compliance Assessment

The CONSULTANT shall:

- Perform an ADA compliance assessment of the entire park site, including all existing facilities, and provide a report on upgrades that will be required and recommendations on inclusion in the current Phase I Improvements or inclusion in future phases.

1.17 Existing Restroom Assessment

The CONSULTANT shall:

- Perform an assessment of the two remote restrooms and the restroom near the pro-shop with regard to building code compliance issues and provide recommendations for renovations and upgrades to be incorporated into the final design.

1.18 Water Resources

The CONSULTANT shall:

- Perform an assessment of the existing water wells, pump systems, electrical systems, and water rights associated with this property and prepare and process any permit applications with the State of Nevada Division of Water Resources.

1.19 Irrigation System

The CONSULTANT shall:

- Perform an assessment of the existing irrigation pumps, storage, and distribution system and provide recommendations for system upgrades and renovations to be incorporated into the final design.

1.20 Electrical Master Plan

The CONSULTANT shall:

- Perform an assessment of the required loads, capacities, availability, routing, and costs for electrical, telephone and computer needs for both Phase I and the entire master plan development. The intent of the assessment will be to determine the best scenario to provide for future needs for the site with minimal impact to the Phase I improvements.

1.21 Permit Matrix

The 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, CCRFCD, Clark County, SNWA, RTC, Nevada Power Company, Southwest Gas, Embarq and others as required. The CITY will sign all permit applications and pay all application fees.
- Prepare a summary matrix of required permits. The CITY will provide a typical permit matrix form to the CONSULTANT.

1.22 PROJECT Web Site

The CONSULTANT shall:

- Maintain the PROJECT web site "craig ranch.org" for six months from the Notice to Proceed.

1.23 Park Naming Process

The CONSULTANT shall:

- Create, maintain, support and report results of a Park Naming suggestion form on the "craig ranch.org" PROJECT web site. The CONSULTANT shall coordinate links between "craig ranch.org" and the CITY's web site "www.cityofnorthlasvegas.com".

1.24 70% QA/QC Review

The CONSULTANT shall:

- Utilize personnel independent of the PROJECT to perform a QA/QC review of the 70% plans, specifications, and estimates, prior to production and submittal.
- Submit 70% QA/QC review comments to the CITY.

1.25 70% Design Submittal

The CONSULTANT shall:

- Design and prepare progress drawings, contract documents, specifications, bid schedule, and construction cost estimates to reflect a 70% level of completion.
- Prepare and submit ten sets of 11" x 17" progress drawings, two sets of 24" x 36" progress drawings and ten sets of specifications for review and comment. The drawings shall be set up so that 11" x 17" drawings are true one-half size and can be scaled.
- Provide 70% contract documents. 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 as respects CONSULTANT'S design services and PROJECT specific information for insertion into the Bid Package.
- Provide updated schedule, cost estimate, permit matrix, and utility submittal matrix.

1.26 90% QA/QC Review

The 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.
- Submit 90% QA/QC review comments to the CITY.

1.27 90% Design Submittal

The CONSULTANT shall:

- Develop 90% complete design documents, including photometric lighting exhibits and tree protection specifications, that incorporate applicable 70% design review comments.

- Provide response matrix that includes responses to all 70% design review comments.
- Provide twelve sets of 24" x 36" progress drawings, twelve copies of the Contract Documents for review and comment.
- Provide updated schedule, cost estimate, permit matrix, and utility submittal matrix.
- Provide recommendations for additive bid alternates in order to fully utilize the available construction budget.

1.28 90% Review Meeting with CITY Staff

The 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.

1.29 100% Design Submittal

The CONSULTANT shall:

- Develop 100% complete design documents, including additive bid alternates, which incorporate all applicable 90% review comments.
- Provide a response matrix included responses to all 90% review comments.
- Prepare and submit four sets of 24" x 36" drawings, four copies of the contract documents and update construction cost estimate for back check.
- Meet with the CITY to discuss final comment and approval signatures on the final drawings.

1.30 Final Design Submittal

The CONSULTANT shall:

- Address all 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 estimates.
- Furnish to the CITY copies of all PROJECT drawings diskettes in AutoCAD 2004 format. The CONSULTANT may add a note to the drawings that the CONSULTANT is not responsible for any modifications made to the AutoCAD files.
- Provide one set of final, sealed, full-size original drawings (signed by the appropriate public agencies and utility companies), Contract Documents, Specifications, and

Geotechnical Investigation Report, all in a form approved by the CITY and suitable for reproduction.

- Provide calculations, design worksheets, and other information for the CITY's files.
- All drawings, specifications, and reports shall be sealed, signed, and dated for each discipline, by a registered landscape architect, registered architect, and appropriate professional engineer(s) licensed in Nevada.
- Provide a letter certifying that the design of all new improvements are in compliance with the applicable Americans with Disabilities Act design guidelines regulations.

1.31 Permitting

The 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.

TASK 2 BIDDING PHASE SUPPORT SERVICES

Upon receipt of written authorization by the CITY, the CONSULTANT shall perform the following tasks related to providing Bidding Phase Support Services to the CITY.

2.1 Pre-Bid Conference

The CONSULTANT shall:

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

2.2 Coordination/Clarifications

The CONSULTANT shall:

- Provide technical assistance to the CITY to coordinate issues and provide clarifications as needed during the bid period. The CONSULTANT shall provide technical clarifications and/or information to the CITY and the CITY will package, copy and distribute information.

2.3 Addenda

The CONSULTANT shall:

- Prepare and assist the CITY in preparing addenda to the construction contract documents as requested by the CITY. The CITY shall sign and issue addenda to the plan holders.

2.4 Bid Review

The CONSULTANT shall:

- Assist the CITY in reviewing the bids and preparing a recommendation to the CITY Council.

TASK 3 CONSTRUCTION ADMINISTRATION SUPPORT SERVICES

Upon receipt of written authorization by the CITY, the CONSULTANT shall perform the following tasks related to providing Construction Administration Support Services to the CITY.

3.1 Conformed Plans and Specifications

The CONSULTANT shall:

- Prepare a conformed set of drawings and specifications incorporating all addenda and changes addressed during the Bid Phase and provide reproducible copies to the CITY.

3.2 Preconstruction and Construction Progress Meetings

The CONSULTANT shall:

- Attend and participate in the preconstruction meeting to be held at the CITY offices and a maximum of twelve construction progress meetings as requested by the CITY's Construction Manager.

3.3 Shop Drawing Review

The CONSULTANT shall:

- Review required shop drawings, including technical submittals, resubmittals, and samples provided by the Contractor during construction for consistency with CONSULTANT'S design intent. Specifically, submittals will be marked (all copies), tracked in a submittal log, and promptly returned to the CITY's Construction Manager.

3.4 Coordination/Clarifications

The CONSULTANT shall:

- Assist the City with resolution of conflicts, provide clarifications and/or interpretations of the Contract Documents prepared by the CONSULTANT.
- Respond in writing to Contractor Request for Information (RFI).

3.5 Site Visits

The CONSULTANT shall:

- Perform a maximum of twelve sites visits to observe the progress and general quality of the work as requested by the CITY's Construction Manager. Site visits will be in addition to, but typically in conjunction with, construction project meetings.
- Provide brief written summaries of observations to the Construction Manager. The subtask shall not be construed to include the services of a Resident Project Engineer.

3.6 Startup and Testing

The CONSULTANT shall:

- Assist the CITY's Construction Manager with startup and testing procedures as requested.

3.7 Pre-Final Inspection/Punch List

The CONSULTANT shall:

- Assist the CITY in conducting pre-final observations with the CITY inspector.
- Prepare a list of construction deficiencies for resolution by the Contractor.

3.8 Final Inspection

The CONSULTANT shall:

- Assist the CITY in conducting a final observation with the CITY inspector to determine that construction deficiencies noted on the punch list have been corrected.
- Make recommendations to the CITY regarding whether issuance of a certificate of substantial completion is appropriate at that time.

3.9 Project Closeout

The CONSULTANT shall:

- Prepare Record Drawings, on mylar and electronic disk, based on the marked-up, as-constructed drawings maintained in the field by the Contractor. These drawings shall reflect all addenda, substitutions, change orders, field changes and all deviations from the original Contract Documents. The marked-up drawings, PROJECT files and documents shall be returned to the CITY along with one set of bond prints and an electronic copy on CD-ROM of record drawings in AutoCAD 2004 format. The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the Contractor provided information and shall not be responsible for error or omissions in the record documents that result due to incomplete or inaccurate information.
- Assist the CITY during the 12-month warranty period if corrective work is required.

**PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT
FOR THE
CRAIG RANCH REGIONAL PARK - PHASE I PROJECT**

**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. Supplement Services of the CONSULTANT may include, but are not limited to the following:

SS 1.0 Additional Design Services

At the CITY's written request, the CONSULTANT shall:

- Provide additional design services that are directly related to the PROJECT but which were not anticipated nor which could be reasonably construed to be associated with the work described in Exhibit "A".

SS 2.0 Additional Bidding Phase Support Services

At the CITY's written request, the CONSULTANT shall:

- Provide Bidding Phase Support Services in excess of those specified in Exhibit "A".

SS 3.0 Additional Construction Administration Support Services

At the CITY's written request, the CONSULTANT shall:

- Provide construction surveying and construction staking.
- Provide Construction Administration Support Services in excess of those specified in Exhibit "A".
- Present written recommendations with respect to items submitted by the Contractor for evaluation under a "substitution clause".
- Prepare drawings, details, specifications and estimates as required to support construction change orders.
- Prepare information brochures, LSIs and proposal requests as necessary to disseminate information about and modifications to the PROJECT.
- Provide construction observations consistent with industry standards if needed to supplement CITY staff.

- Provide quality assurance and materials testing if needed to supplement CITY staff.

SS 4.0 Supplemental Meetings and Presentations

At the CITY's written request, the CONSULTANT shall:

- Conduct additional meeting as necessary to present and/or review any aspect of the PROJECT beyond that intended in Exhibit "A".
- Assist the CITY with formal presentations to the CITY Council, CITY Planning Commission and/or Park and Recreation Advisory Board.
- Prepare graphics, information, handouts and other presentation materials as required.

SS 5.0 Additional Soil Exploration/Testing

At the CITY's written request, the CONSULTANT shall:

- Provide supplemental soil exploration and/or testing determined during the design process to be essential to address unanticipated problematic subsurface soils and geologic conditions.

SS 6.0 Mapping and Surveying

At the CITY's written request, the CONSULTANT shall:

- Perform additional mapping, surveying, and record surveys at the direction of the CITY to supplement CITY staff.

SS 7.0 Forestry Management Plan

At the CITY's written request, the CONSULTANT shall:

- Prepare for and conduct a Visioning Session with CITY staff to develop the overall management goals and objectives for the future of the plant communities at Craig Ranch Regional Park. The issues to be addressed and prioritized in this session shall include:
 - Park aesthetics.
 - Wildlife enhancement.
 - Sustainability.
 - Exploration of "green park" concepts to minimize waste and utilize natural resources on site.
 - Maintenance levels.
 - Plant species considerations.

- Diversification of species.
- Old tree decision and new tree succession.
- Exotic vs. native palettes and implications.
- Plant locale zoning.
- Education and outreach goals.
- Prepare a summary of the Visioning Session for distribution to the session attendees.
- Prepare a Draft Forestry Management Outline that provides recommendations to meet the CITY's goals and objectives as defined in the Visioning Session. As appropriate, these recommendations may include the definition of management zones, prioritization of activities, and the development of a management schedule. A Management Zone Map shall be produced which visually depicts the boundaries of each zone, goals of each area, and appropriate species for each zone that will guide the development of the Phase I Planting Plans.
- Meet with CITY staff to review the Draft Forestry Management Outline and refine the management recommendations. During this meeting, the group will also discuss guidelines for the implementation of the management recommendations. The following issues will be considered and discussed:
 - Volunteer worker program opportunities.
 - Approval process for projects.
 - Seasonal work sessions.
 - Work procedures.
 - Training.
 - Safety requirements.
 - Pros and cons of volunteer involvement.
 - Staff requirement for implementation.
 - Contracted work.
 - Maintenance.
 - Timing and coordination.
 - Impacts on park use.
 - Future construction activities and impacts.

- Establishment periods.
- Interim systems.
- Tree protection.
- Prepare a draft of the complete Forestry Management Plan that expresses the overall goals, recommendations and implementation guidelines for the management of the plant communities of the park. This plan will be submitted in digital format for the CITY's review.
- Incorporate CITY comments and prepare the Final Forestry Management Plan. Ten hard copies of the final document (to be 8.5" x 11" in format) will be provided to the CITY. One of the copies will be left un-bound for reproduction purposes.

SS 8.0 PROJECT Web Site

At the CITY's written request, the CONSULTANT shall:

- Maintain the PROJECT web site "craig ranch.org" for up to an additional 18 months.

**PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT
FOR THE
CRAIG RANCH REGIONAL PARK - PHASE I PROJECT**

**EXHIBIT "B"
FEE SCHEDULE**

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. Supplement Services of the CONSULTANT may include, but are not limited to the following:

LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$190.00
Principal In Charge	\$160.00
Project Manager/Senior Manager	\$135.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$110.00
Landscape Design Associate	\$ 85.00
Project Associate or Assistant	\$ 75.00
Graphic Designer	\$130.00
Access Specialist	\$175.00
Software Engineer	\$125.00

DIRECT EXPENSES (APPLICABLE TO THE PROJECT)

Mileage	\$0.485/mile
Subconsultant Fees	At Cost
Reproduction	At Cost
Photocopies	
Blue/line/Blackline Prints	
Mylar Drawings	
Photographs	At Cost
Permit Fees	At Cost
Other Direct Costs	At Cost
10' - Depth Boring Hole	\$ 800.00
15' - Depth Boring Hole	\$1,200.00
PID/FID Usage	\$160.00/day
Coring Machine Usage (includes technician)	\$145.00/hr
Anchor Load Test Equipment	\$ 75.00/hr
Hand Auger Equipment	\$ 69.00/day
Inclinometer Usage	\$ 45.00/hr
Vapor Emission Kits	\$ 45.00/kit
Rebar Locator (Pachometer)	\$ 40.00/hr
Nuclear Density Gauge Usage	\$ 20.00/hr

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.

SUBCONSULTANTS

CIVIL LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$200.00
Project Manager	\$150.00
Licensed Land Surveyor	\$150.00
Staff Engineer	\$120.00
Designer / Drafter	\$110.00
Project Coordinator	\$ 85.00
3 – Man Survey Crew	\$225.00
2 – Man Survey Crew	\$175.00

ARCHITECTURE LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Principal-in-Charge	\$200.00
Project Architect	\$150.00
Project Manager	\$125.00
Project Coordinator	\$120.00
Contract Manager	\$100.00
Design Support	\$ 85.00
Project Administrator	\$ 70.00
Clerical	\$ 40.00

ARBORIST LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Arborist	\$125.00

COST ESTIMATOR LABOR

<u>Classification</u>	<u>Hourly Rate</u>
ESG Principal	\$200.00

ELECTRICAL ENGINEER LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$185.00
Engineers/Project Managers	\$160.00
Engineer Interns/Designers	\$ 80.00
Engineer Draftsmen	\$143.00
Administrative	\$ 68.50

GEOTECHNICAL ENGINEERS LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer/Geologist/Environmental Scientist	\$155.00
Senior Engineer/Geologist/Environmental Scientist	\$140.00
Senior Project Engineer/Geologist/Environmental Scientist	\$131.00
Project Engineer/Geologist/Environmental Scientist	\$125.00
Senior Staff Engineer/Geologist/Environmental Scientist	\$110.00
Staff Engineer/Geologist/Environmental Scientist	\$105.00
GIS Analyst	\$105.00
Field Operations Manager	\$ 87.00
Supervisory Technician/Inspector	\$ 85.00
Special Inspector (ICC: Structural Steel)	\$ 85.00
Special Inspector (ICC: Concrete, Masonry, and Fireproofing)	\$ 80.00
Senior Inspector	\$ 80.00
Grading Inspector (NICET/NAQTC)	\$ 80.00
Senior Field/Laboratory/Environmental Technician	\$ 70.00
Field/Laboratory Technician	\$ 67.00
Technical Illustrator/CAD Operator	\$ 65.00
Geotechnical/Environmental/Laboratory Assistant	\$ 52.00
Information Specialist	\$ 52.00
Data Processing, Technical Editing, or Reproduction	\$ 50.00

IRRIGATION ENGINEERS LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer –QA/QC	\$165.00
Principal-in-Charge	\$125.00
Senior Project Engineer	\$130.00
Project Manager	\$ 75.00
Project Engineer	\$ 75.00
CAD Specialist / IT Support	\$ 80.00
CAD Technician	\$ 63.00
Administrative Support	\$ 65.00

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.

EXHIBIT "C"
PROJECT SCHEDULE

Craig Ranch Regional Park - Phase I, Project # 10183