

Request for Qualifications

Professional Services

RFQ NO. 2024 - 006

CHILDREN'S SCIENCE AND NATURE PARK



**PUBLIC WORKS DEPARTMENT
ENGINEERING & CONSTRUCTION SERVICES
DIVISION**

CITY OF NORTH LAS VEGAS

ATTENTION ALL PROFESSIONAL DESIGN CONSULTING FIRMS REQUEST FOR QUALIFICATION (RFQ)

The CITY is seeking professional design services for the Children’s Science and Nature Park project. This Request for Qualifications will be received by Christine Schaefer with the City of North Las Vegas, Department of Public Works, Engineering & Construction Services Division, located at City Hall, 2250 Las Vegas Boulevard North, Suite 243 North Las Vegas, NV 89030 until **4:30 PM on Wednesday, October 30, 2024**.

Qualifications must be submitted in sealed envelopes addressed to “Attention: Christine Schaefer: City of North Las Vegas, Public Works Department, Engineering & Construction Services, Request for Qualifications for Professional Design Services for Children’s Science and Nature Park Project”. Content is to be in the form prescribed by the CITY and per the instructions enclosed herein. Failure to comply with the instructions may result in disqualification of the consulting firm. Any firm selected and awarded a contract must agree to the terms and conditions of the attached standard Professional Services Agreement. Any architectural, engineering, or survey firm awarded a contract must have a Nevada registered Architect, Engineer, or Surveyor as a principal owner pursuant to NRS 623 and 625, respectively.

CHILDREN’S SCIENCE AND NATURE PARK PROJECT: The CITY is requesting professional design service qualifications for the Children’s Science and Nature Park Project. The project consists of a 14-acre science and nature park that is SNPLMA funded (~\$31M) on a portion of APN 124-07-201-001. The park will provide a setting for STEM learning to educate students of all ages. The park will highlight 27 major fields of science in partnership with UNLV and the Clark County School District. Park amenities will include a visitor center, walking paths, trails, benches, shade structures, 27 STEM related life-size exhibits, and a parking lot. Additional background information for this park project is included in the appendix.

REQUEST FOR QUALIFICATIONS: It is requested that interested consulting teams submit four (4) hard copies and one (1) electronic PDF on a thumb drive copy of their Qualifications. All pages are to be limited to text on one side of a letter sized page (8 1/2” x 11) unless otherwise specified. The RFQ must include the following:

- **Cover Letter:** Must include a current email and phone contact information for submitting project representative (the cover letter is not part of the scoring matrix).
- **CNLV Form A – Personnel Experience – Professional Staff:** Complete the fields for the team’s professional staff including names, titles, discipline(s) in which they serve, professional registration(s), education, and years of experience. Each person may list more than one discipline. Form requires Professional Engineer license number(s), Professional Land Surveyors License Number(s) Nevada State Board of Architecture, Interior Design, and Residential Design (NABAIDRD) number(s), or Nevada State Board of Landscape Architects number(s). This form requires the firm certify that the listed individuals are residents of the United States. Resumes for professional staff should be submitted following this section.
- **Key Personnel Resumes:** These include specific team members and their roles for the proposed project. Resumes are limited to one page for each key personnel resume.

- **Organizational Chart:** Provide an organization chart.
- **Project Experience:** Experience on a minimum of three (3) successful projects similar to the Children’s Science and Nature Park Project must be included. At least one of these projects must be within Clark County. The projects should demonstrate your thorough understanding of local, State, Federal, versions of codes, ordinances, and laws, as appropriate. Project Experience will be limited to not more than one (1) page – up to 11”x17” in length for each project for a total of three (3) single sided pages.
- **CNLV Form B – Minimum Requirements:** Complete and sign the attached Form B agreeing to the listed minimum requirements.

Project specific design alternatives are not part of the scoring matrix for the Request for Qualifications. Following review of the qualifications, the CITY plans to develop a short list of qualified teams to participate in oral interviews. It is anticipated that interviews will be held Thursday Nov 21st. The interviews will include a 15 minute presentation of your team’s approach to delivering a project of this nature. More detailed instructions will be provided to selected teams.

Please only direct any questions regarding this project to James Hackman, PE at hackmanj@cityofnorthlasvegas.com. The CITY reserves the right to sole evaluation of the Request for Qualifications, to waive irregularities therein, and/or reject any and all teams which have submitted, should the CITY deem it to be in the best interest of the public. We look forward to receiving your Request for Qualifications to provide design services for the CITY.

CNLV FORM A – KEY PERSONNEL EXPERIENCE - PROFESSIONAL STAFF - List professional team members.
Indicate YEARS OF EQUIVALENT-FULL-TIME EXPERIENCE per each team member listed below.

NAME	DISCIPLINE	TITLE/FIRM	License No.(s)	Education	YEARS OF EXPERIENCE	
			Nevada PE, NSBAIDRD, NSBLA # or PLS	Degree / Year	Firm	Career Total

CNLV FORM B
MINIMUM REQUIREMENTS

1. By submitting the Request for Qualifications, **(insert firm name)** hereby agrees to use the applicable City of North Las Vegas' Professional Services Agreement, attached to the Request for Qualification packet without modification. If **(insert firm name)** is selected for a possible contract award, **(insert firm name)** agrees to provide the CITY with cost and pricing information in sufficient detail for the CITY to fully understand the cost for each service proposed including direct labor hours and dollars; benefits, general and administrative costs; a recent external audit report; and a Dunn & Bradstreet business credit report.

2. **(insert firm name)** is properly licensed pursuant to NRS Chapters 623, 623A or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to **(insert firm name's)** business organization, is in compliance with NRS 623.349 for architects, interior designers and residential designers; and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A or 625; and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under the Design Services Agreement with the City of North Las Vegas.

3. **(insert firm name)** agrees to have a project manager agreeable to the City of North Las Vegas and available during the term of any contract with the CITY.

4. **(insert firm name)** is capable of providing services in the Service Areas indicated in the submittal including signing and sealing construction documents for permitting.

5. **(insert firm name)** has a bona fide office of business in the State of Nevada.

Name and Title	Firm Name
<hr/>	
Signature	Date

****Prior to the award of any contract(s) firms must first obtain a City of North Las Vegas business license.***

APPENDIX

A. BACKGROUND INFORMATION

The City of North Las Vegas (“City”) is seeking funding through the Southern Nevada Public Land Management Act (SNPLMA) to design and construct a 14-acre science and nature park in the north part of the Las Vegas Valley, north of Horse Drive and east of Decatur Boulevard, adjacent to the Tule Springs Fossil Beds National Monument, the University of Nevada Las Vegas (UNLV) Center for Urban Water Conservation, and the Ice Age Fossils State Park, in Clark County, Nevada. This location is ideal for the park to provide the setting for STEM (science, technology, engineering, and math) learning to educate youth of all ages from elementary students to high school seniors in the four specific STEM disciplines in an interdisciplinary and applied approach. The proposed park site encompasses a portion of the City’s 163-acre public land lease (NVN-49747-01) within M.D.M., T.19S., R.61E., sec. 7 (APN 124-07-201-001). The lease was issued by the Bureau of Land Management (BLM) pursuant to the Recreation and Public Purpose (R&PP) Act for the McCool Regional Park. In 2014, Congress passed Public Law 113-291, which transferred federal jurisdiction of certain public lands from BLM to the National Park Service (NPS) for designation of the Tule Springs Fossil Beds National Monument resulting in a portion of the City’s R&PP lease now under NPS jurisdiction. If SNPLMA funding is approved, the City will submit an updated management plan and plan of development to BLM and NPS as appropriate in order to modify the R&PP lease to incorporate the proposed park.

The Children Science and Nature Park project will provide a unique outdoor learning venue in partnership with UNLV and the Clark County School District (CCSD) that will highlight 27 major fields of science. School grade students, teachers, the public, and UNLV undergraduates will interact in a STEM learning process through student engagement outside of the classroom. Innovative and interactive programming is critical in providing a powerful learning experience for students to enhance their STEM knowledge. This is especially important for our local youth as Nevada continues to rank poorly in education, ranking 50th nationally. In the CCSD, only 39% of 4th grade level students were reported as proficient in Math and 46% in Reading. The last science testing occurred in 2017 revealing a proficiency score of 29.5%. The Nevada Governor’s Office of Science, Innovation and Technology stated “one-third of boys and girls lose an interest in science by fourth grade and a child’s interest in STEM is largely formed by the time he or she reaches upper elementary and middle school.” Such programs and facilities need to be free to maximize the impact as 71.2% of all students (~320,000 total students) in the CCSD are classified as disadvantaged economically qualifying for free and reduced priced lunches. The more exposure to STEM learning that can be reached especially at an early age, the greater interest there will be to pursue STEM learning in high school, college, and ultimately the professional STEM workforce which in turn benefits the student, their families, and the local community.

Park amenities will include a 1,200-SF visitor center operated by renewable energy (wind and solar), ± 1.25 miles of accessible walking paths/trails lined with desert adapted trees (Western Redbud, Desert Willow, Joshua tree, Mesquite and Blue Palo Verde), benches, shade structures, a ±2-acre parking lot for sufficient space for school bus parking, and 27 STEM related life-size exhibits throughout the park. The STEM exhibits will portray various elements of everyday concepts in a fun interactive atmosphere. Teachers and interns will engage students through interactive learning as they move through the park from each exhibit. Exhibits will also incorporate open discussion on STEM professions. It is anticipated that 15,000 elementary

school students would visit the park each year and a similar number of public attendees. The Park will have a simple mission of combining recreation with education, linking UNLV and CCSD with the City park system. Participants will arrive at the park, enter the visitor center, and immediately be immersed in fun-filled activities while learning about STEM and the exciting diverse jobs that await them in the fields of science. The 27 fields of science that will be represented at each park exhibit is summarized below:

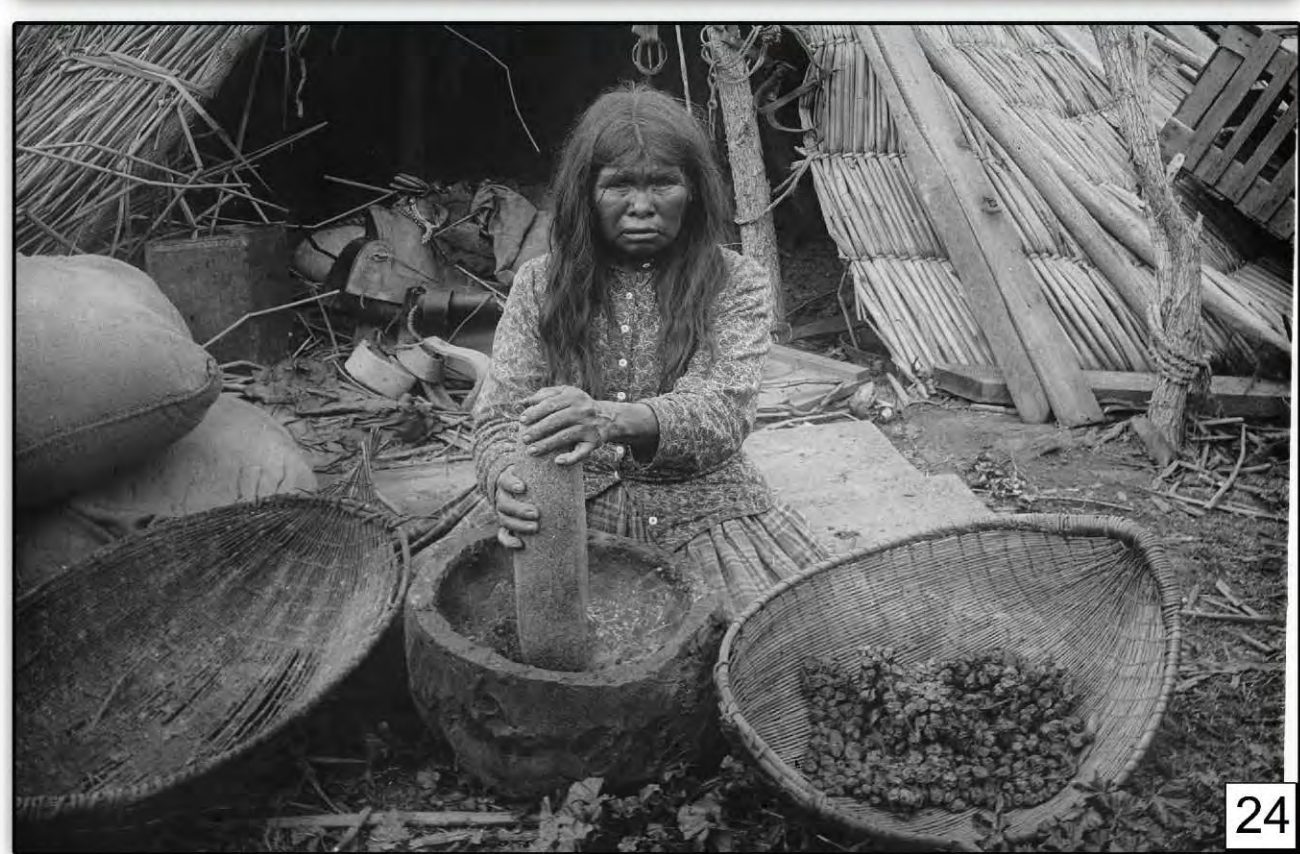
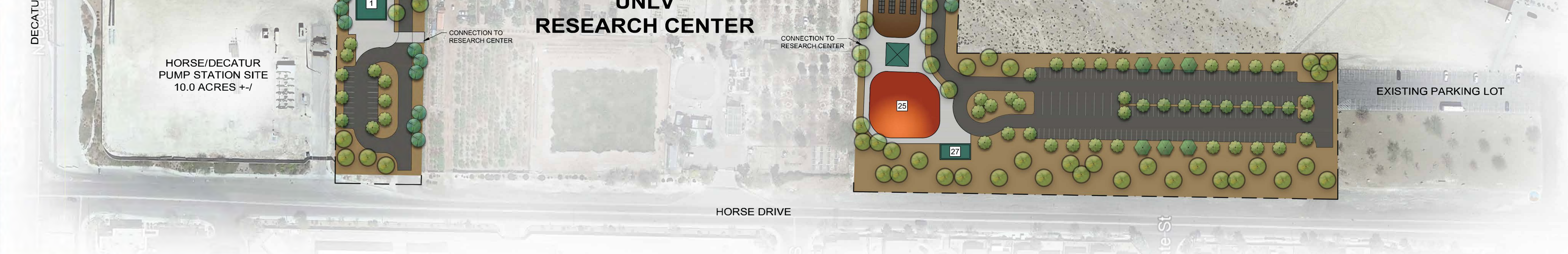
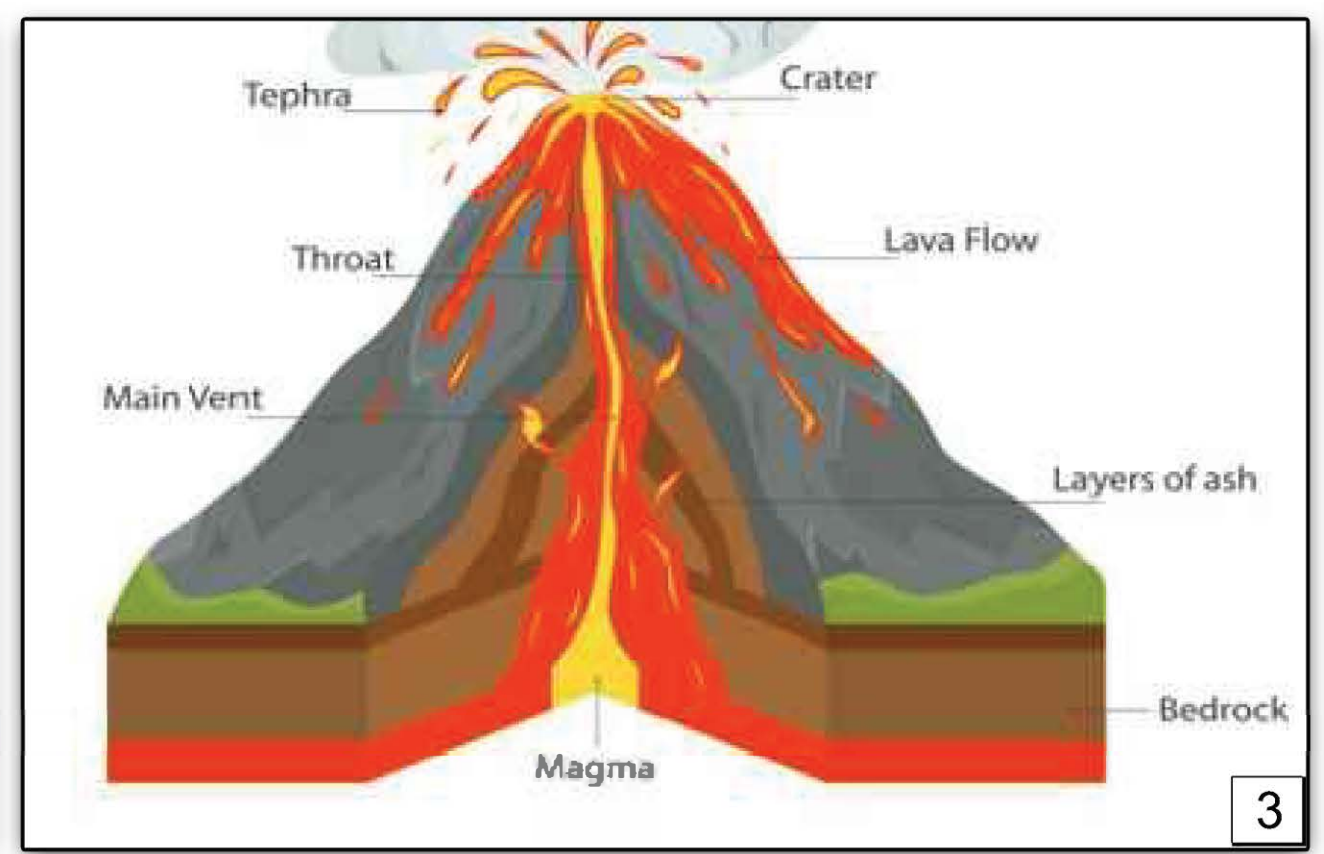
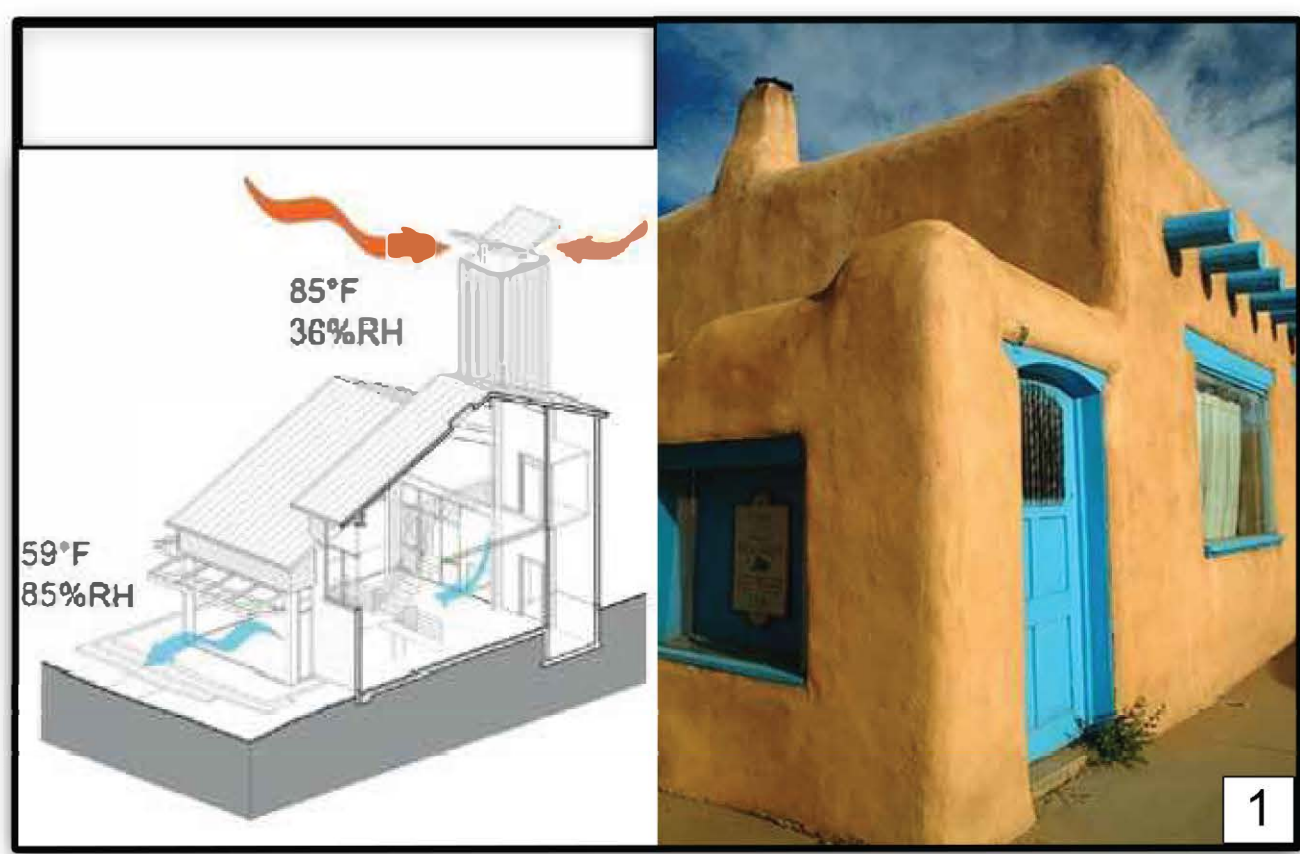
1. Engineering Architecture. A visitor center ($\pm 1,200$ -SF), consisting of the main auditorium and a couple of display rooms, constructed with thick adobe walls that will help insulate the interior. The visitor center will be connected to a Persian cooling tower (wind catcher) that will passively cool the visitor center's interior air. The tower will be open at the top in all directions and fitted with evaporative filter pads. Water will be pumped (powered by solar panels) up to the wind catcher during the warmer months and distributed over the pads. Air moving through the pads will drive a phase change of water from liquid to vapor absorbing over 600 calories per gram. Cold air will sink within the cooling tower moving into the visitor center (bathrooms and adjoining room used for the microbiology exhibit). A window system located high in the visitor center will be open during the warmer hours to enable the air to escape from the building. The roof will have shingles that are black on one side and white on the other and can be flipped to maximize heat absorption or reflection depending on the time of year. A network of pipes will be placed at a depth of 8 feet with an air intake at the surface outside of the building and an out-take inside the adobe building. A small fan powered by a solar panel will turn on during the afternoon hours to help bring cool air ($\sim 67^{\circ}\text{F}$) from the buried network pipe system into the building. The high windows will also allow for natural lighting to penetrate deeper into the room, especially during winter months, minimizing the use of electrical lighting.
2. Microbiology. In a 900-SF room within the visitor center, 30 donated microscopes will be mounted on tables. At the front of the room a City-owned large monitor will be mounted on the wall connected to a high-powered microscope, donated by UNLV, to display organisms plated on microscope slides. Viewing these organisms will support a discussion on the size of bacteria and fungi and the role these microscopic organisms play in breaking down plants and animals that have died.
3. Genetics. A 900-SF garden will be planted with roses (one species) that have many different colors of flowers to enable discussions on how organisms transfer information to their offspring (heredity, genes – dominant and recessive), sometimes altering how the organism looks and even how they function in their environment, and that these changes over long periods of time can even lead to new species.
4. Geosciences – Volcanology. A small replica of a volcano (10-ft. in height) will be constructed that has a vertical slice removed exposing the inner sections of the volcano. These sections will be painted in different colors to clearly discern each region. The magma chamber will be represented by a clear Plexiglas pipe which will allow red water to be pumped up and out of the volcano (below ground storage container, water captured and recycled). Rumbling sounds of volcanic activity will be heard as the volcano erupts. Volcanic rock will also be on display.
5. Physics – Velocity. The soil mound located behind the Center for Urban Water Conservation will be rolled and packed and secured with retaining walls. One full side of the mound will be equipped with ± 30 slides of different heights, lengths, and slopes, enabling students to slide at different velocities. This exhibit will focus on the factors enabling some students to slide down more quickly (mass, slope, height, friction).

6. Physics - Time. On top of the soil mound a large concrete pad (covering most of the soil surface) will be constructed in which a large sundial will be placed to demonstrate how people thousands of years ago tracked time based on the movement of the sun. A sand hourglass and a water clock will also be on display. This exhibit will focus on advancements and importance in monitoring time and how that has benefited man.
7. Astronomy. On a portion of the concrete pad, stars in the northern hemisphere will be painted, enabling students to observe the constellations (fixed patterns of stars, unchanged since man's earliest observations). On another side of the soil mound a row of viewing scopes will be mounted enabling students to view the Las Vegas mountain range and downtown Las Vegas. On the last side of the soil mound a large replica of our solar system will be installed. The planets and sun will be mounted on poles spaced proportionately to their actual distances and constructed to their actual size. Exhibit dialogue will include the invention of the telescope and what we've learned about our solar system and beyond.
8. Engineering Structures. Two bridges (truss style and suspension) will originate on top of the soil mound allowing students to travel to different sections of the park. Students can exit the bridges via steps or slides. Discussions will center on how bridges have allowed people to cross ravines, rivers, and canyons safely; and factors that can impact the design of a bridge.
9. Ecology – Wetlands. A small functioning wetland will be built that will continually circulate water through a small stream pond system that will be lined with aquatic vegetation and contain aquatic organisms. The suspension bridge will cross over the wetlands providing the students with an excellent view. This exhibit will cover how wetlands can clean water by removing nutrients and suspended material while also providing habitat for a wide range of plants and animals; and artificial wetlands such as that wetland associated with the Las Vegas Wash that handles all of Clark Counties treated sewage effluent.
10. Wildlife Biology. A tunnel will be constructed above ground that will open into a small structure in which all the dominant plants and animals in the Mojave Desert will be painted on the wall in iridescent colors and lighted in a way to highlight the life forms. Students will be able to sit down and draw their favorite animal and plant (guessing which plants are associated with a given animal). A discussion will center on the adaptations such organisms have that allow them to live in an arid environment.
11. Chemistry. The structure of the major molecules of life will be displayed inside multiple jungle gyms (e.g., DNA, glucose, protein, cellulose, phospholipid, CO₂, H₂O, ATP). Atoms within the molecules will be represented by balls of different size and color and placed in a pattern within the jungle gyms to reflect the actual structure. The surface below and around each of the jungle gyms will be covered with a bonded rubber playground surface material (bouncy!). Discussion will center on the significance of these molecules to life on earth.
12. Math. Large, tethered foam blocks in the shape of pyramids, cubes, cylinders, cones, and spheres will be available for the students to observe, stack and roll. These blocks will be located on the bonded rubber playground surface adjacent to the jungle gyms located under a large shade structure. If the participants are old enough the equations to predict the volume of the different shapes will be presented, otherwise participants will be engaged to identify the different shapes. Areas, perimeters, and angles will also be demonstrated with foam blocks.
13. Horticulture. A vertical hanging garden will be constructed demonstrating how productivity can be maximized on a per unit area basis by growing plants vertically. In addition, changes in productivity will also be linked to the angle the sun's energy strikes the plants. A similar number of plants will be planted in a conventional horizontal fashion.
14. Botany – Dendrochronology. Large cross-sectional cuttings of the trunk of trees will be displayed in a way that allows participants to observe the growth rings. If possible, a

- redwood cross sectional cut (largest tree species) and a bristlecone pine cross sectional cut (oldest tree species) will be mounted for viewing. Discussion will focus on how much land is required for the same number of plants (vertical vs. horizontal) and how much land is needed to feed a growing world population and how might we increase productivity?
15. Physics – Sound. Large satellite discs will be placed on poles. A platform will allow a participant to stand in front of a disc and speak directly into it. Behind the participant at a set distance will be a second disc in perfect alignment, where a second participant will listen to what the first is saying and then respond. Discussion on how sound travels through different media (solid, liquid and air). Three pipes (a 6-in-d x 10-LF solid aluminum rod, a 6-in-d x 10-LF aluminum pipe filled with water, and a 6-in-d x 10-LF aluminum pipe filled with air) will be mounted on a stand at a height of 4-ft. Participants will place their ear next to one end of the pipe while the teacher taps the other end with a stone. Participants and the teacher will discuss which pipe transmits the sound waves the fastest and why?
 16. Agriculture/Ecology – Vermiculture. A large viewing chamber, one side made of Plexiglass with a 5% slope will be constructed. The chamber will be filled with organic waste and worms will be introduced. The viewing wall of Plexiglass will be located behind a sliding wall that will insulate the organic waste and worms from elevated temperatures and direct sunlight. A shade structure will be mounted over the chamber. A discussion will focus on what vermiculture is, how the organic waste can be turned into valuable compost and how the worms can be harvested for fishing but also as a high protein food source.
 17. Soil Science. A large viewing chamber will be back filled with native soil representing the actual soil horizons that occurred in the field. The chamber will be planted to a creosote bush. The chamber will have one side made of Plexiglas with a 5% slope. This Plexiglas wall will be found behind a sliding wall that will insulate the soil profile from elevated temperatures and protect developing roots from visible light. Discussion on what factors influence how soils develop in the desert and how soil horizons can influence root development.
 18. Meteorology. Windsocks, anemometers, and temperature sensors will be placed at different heights on metal poles to assess gradients and the influence of the earth's surface on these measurements. A complete weather station (with rain gage) will also be installed. A large monitor will report real time values for wind direction, speed, and temperature. Exhibit will focus on difference between weather and climate and direct impacts to plant and animal life.
 19. Topography. Nevada has a basin and range topography (over 300 mountain ranges separated by valleys). This basin and range topography in Nevada is one of the best examples in the world. A large 3D map of Nevada with all its mountain ranges, valleys and cities will be presented. The 3D map will be placed in a horizontal position under a Plexiglas dome, placed on a central table below a shade structure. Discussion on how such topography formed, and what impact it has on the distribution of plants and animals; and the challenges such topography had on early pioneers traveling by wagon train.
 20. Engineering – Energy. An array of photovoltaic panels (tracking versus set) and wind generators (producing electricity to power the Science Park) will be on display. There is a growing need to develop clean energy that does not generate carbon dioxide and other greenhouse gases. This exhibit will compare energy sources to provide reliable cheap energy that is also environmentally clean energy; and land requirements and the impact different energy development has on habitats and ecosystems.
 21. Ecology – Native Plants. A native plant collection will be established that focuses on plants of the Mojave Desert. This exhibit will focus on how plants can survive and grow in an environment that only receives 4-inches of precipitation per year and unique morphological

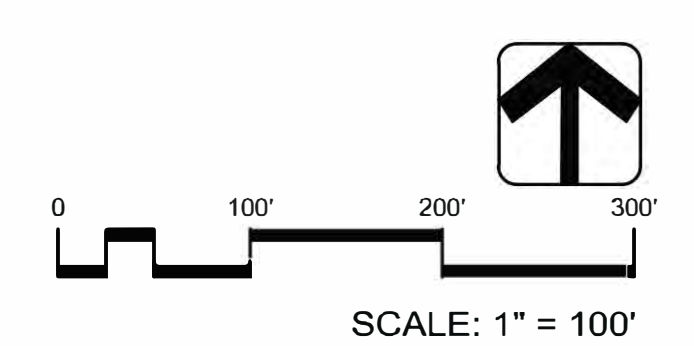
and physiological characteristics they possess; and restoration requirements resulting from fires and other destructive forces.

22. Ecology – Oasis. A desert oasis will be constructed, consisting of a spring surrounded by Mesquite trees, coyote willows and arrowweed, with life-size statues of big horn sheep and a mountain lion. Recordings of the sounds these animals make will be heard by pushing a button next to the spring/pond. This exhibit will focus on how critical springs and ponds are for animal life in the desert. Animals are drawn to any water source they can find in the desert. Large predators are also attracted to these water sources. Water is life giving but the lives of animals are put in danger when visiting these water sources.
23. Paleontology. A dig site will be developed containing skeletal remains of animals (fabricated bones of animals that lived thousands of years ago in Nevada). A discussion will focus on how the climate has changed since the last ice age and how some animals have become extinct and what that means. It will be pointed out that just hundreds of yards north of the park actual skeletal remains of saber tooth tigers, camels and ground sloths have been found.
24. Zoology/Anatomy. A collection of bones (when possible, full skeletons) of desert adapted animals will be on display (i.e., coyote, jack rabbit, big horn sheep, mountain lion and rattle snake). This exhibit will focus on animal size, color, teeth, claws, and other adaptations that have enabled these animals to live in a hot dry environment.
25. Cultural Anthropology. A small Paiute Indian village will be constructed to show how the Paiutes lived in harmony with the land. An artist rendition of rock art will be on display. A discussion will focus on how the Paiutes were able to live in such a hot dry region.
26. Entomology “Insect World and Scary Bugs.” An assortment of insects and arachnids will be raised and maintained in Plexiglas viewing chambers housed in a lighted air-conditioned small structure. At least 6 insect and arachnid species will be always maintained in the viewing chambers. These “bugs” will include praying mantis, cockroaches, ladybugs, lacewings, ants, grasshoppers, tarantulas, scorpions, centipedes, and Jerusalem crickets. Discussion on the roll insects and arachnids play in desert ecosystems, which insects and/or arachnids are involved in pollination, which are venomous, and which are harmful to crops.
27. Engineering – Aviation. An aviation exhibit will be constructed with the help of staff from Nellis Air Force Base. The exhibit will focus on flight and what factors have enabled man to fly. Students will enter a wind tunnel to gain an appreciation for lift, which allows planes to climb after takeoff and remain in flight. Students will be able to view a replica of the Wright Brothers plane that first took flight in 1903. A small scaled-down airport with a landing strip with lights and an air traffic control tower will be constructed. Children will be able to make paper airplanes and fly them for accuracy and distance relative to the landing strip. Discussion on how aviation represents one of the best examples of many different STEM disciplines overlapping (engineering, physics, computer science, math, climatology, and human physiology).



SITE AMENITIES

- | | | | | | |
|--|---|--|--|--|--|
| <p>1 ARCHITECTURE/ENGINEERING
• VISITORS CENTER
• RESTROOMS
• MICROBIOLOGY STATIONS</p> <p>2 GENETICS - ROSE GARDEN</p> <p>3 GEOSCIENCE - VOLCANO</p> <p>4 PHYSICS - VELOCITY
• SLIDES</p> <p>5 PHYSICS - TIME
• SUNDIAL
• SAND HOUR GLASS
• WATER CLOCK</p> | <p>6 ASTRONOMY
• CONSTELLATION PLAZA
• VIEWING SCOPES
• SOLAR SYSTEM MODEL</p> <p>7 ENGINEERING - STRUCTURAL
• BRIDGES</p> <p>8 ECOLOGY - WETLANDS</p> <p>9 WILDLIFE - BIOLOGY
• TUNNEL W/ MOJAVE DESERT WILDLIFE PAINTED ON WALLS</p> <p>10 CHEMISTRY - MOLECULAR
• JUNGLE GYMS THAT REFLECT MOLECULAR STRUCTURE</p> | <p>11 MATH - GEOMETRY
• LARGE BUILDING GEOMETRIC BLOCKS</p> <p>12 HORTICULTURE
• VERTICAL HANGING GARDEN</p> <p>13 BOTANY - DENDROCHRONOLOGY
• CROSS SECTIONAL TREE TRUNK CUTTINGS</p> <p>14 PHYSICS - SOUND
• WHISPER DISH</p> <p>15 AGRICULTURE/ECOLOGY
• VERMICULTURE WORM FARM</p> | <p>16 SOIL SCIENCE
• SOIL/ROOT VIEWING</p> <p>17 METEOROLOGY
• WIND SOCKS
• ANEMOMETERS
• TEMPERATURE SENSORS
• WEATHER STATION</p> <p>18 TOPOGRAPHY
• 3D MAP OF NEVADA</p> <p>19 ENGINEERING - ENERGY
• WIND GENERATORS
• PHOTOVOLTAIC PANELS</p> | <p>20 ECOLOGY - NATIVE PLANTS</p> <p>21 ECOLOGY - OASIS
• MOHAVE WILDLIFE SCULPTURES
• POND</p> <p>22 PALEONTOLOGY
• DIG SITE</p> <p>23 ZOOLOGY/ANATOMY
• MOHAVE DESERT SKELETONS</p> <p>24 CULTURAL ANTHROPOLOGY
• PAULUTE INDIAN VILLAGE</p> | <p>25 ENGINEERING - AVIATION
• NELLIS AFB FLIGHT DISPLAY</p> <p>26 ENTOMOLOGY - APICOLOGY
• BEE HIVE VIEWING CHAMBER</p> <p>27 RESTROOM</p> <p>28 AMPHITHEATER</p> |
|--|---|--|--|--|--|



**PROFESSIONAL ENGINEERING [ARCHITECTURAL or CONSTRUCTION MANAGEMENT]
SERVICES AGREEMENT
FOR THE
PROJECT NAME HERE**

This Professional Engineering [Architectural or Construction Management] Services Agreement (as such may be modified, amended or supplemented, the "Agreement") is made and entered into as of the ____ day of _____, 2023, by and between the City of North Las Vegas, a Nevada municipal corporation, (the "City"), and **NAME OF CONSULTANT**, a **TYPE OF ENTITY AND THE STATE IT WAS CREATED IN**, (hereinafter referred to as "Consultant").

RECITALS:

1. The City intends to **describe the physical improvements** (hereinafter referred to as the "Improvements").
2. The City desires to obtain quality professional services of the Consultant to perform **describe type of 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 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 **INSERT NAME OF PRINCIPAL-IN-CHARGE**, whose license **certificate of registration** number is **INSERT NUMBER**, as the Principal-in-Charge

("Principal-in-Charge"), and **INSERT NAME OF PROJECT MANAGER**, whose license **certificate of registration** number is **INSERT NUMBER**, 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) **[ALTERNATE NUMBER OF DAYS]** calendar days of receipt of such documents. It is understood that City comments upon review of the Consultant's documents do not relieve Consultant from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- C. The City shall assemble selected data and information related to the Project and provide same to the Consultant on or prior to the kick-off meeting. The data and information to be provided by the City is identified as follows:
 - 1. **Drafting and plan sheet layout standards;**
 - 2. **Standard "front-end" contract documents and general conditions;**
 - 3. **Cover sheet format and City logo in AutoCAD Civil 3D format;**

4. Copies of existing, publicly available assessor's maps, record-of-surveys, parcel maps, final maps, improvement plans, drainage studies, utility plans, geotechnical studies, and survey datum which are within the Project specific area; and
5. Basis of bearing, bench mark and aerial topographic mapping for the Project. Aerial mapping will be in AutoCAD Civil 3D format with 1-foot contour intervals. 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 management, inspection and quality assurance during construction of the Improvements.

SECTION III - SCOPE OF SERVICES

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

SECTION IV - CHANGES TO SCOPE OF SERVICES

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

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

SECTION V - SUPPLEMENTAL SERVICES OF CONSULTANT

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

SECTION VI - SUBCONSULTANTS

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

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

SECTION VII - TERM OF AGREEMENT

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

SECTION VIII - COMPENSATION AND TERMS OF PAYMENT

A. TOTAL COMPENSATION

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

<u>Basic Services</u>	<u>Time & Material</u> <u>[Lump Sum] Amount</u>
1. Preliminary Engineering [Architectural or Design] Services	\$AMOUNT
2. Final Design Services	\$AMOUNT
3. Bid Phase Support Services	\$AMOUNT
4. Construction Management Support Services	\$AMOUNT
	Subtotal \$AMOUNT
	<u>Time & Material Amount</u>
Supplemental Services	Not-to-exceed \$AMOUNT
GRAND TOTAL	Not-to-Exceed \$AMOUNT

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." [LUMP SUM ALTERNATIVE – USE THE TEXT FOLLOWING THE COLON FOR LUMP SUM CONTRACTS AND DELETE THE PRECEDING LANGUAGE: With respect to progress payments for completed Basic Services, the City shall pay that percentage of the lump sum amount for each task as set forth in Subsection VIII.A.1 above.]
 - (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. [LUMP

SUM ALTERNATIVE – USE THE TEXT FOLLOWING THE COLON AND DELETE THE PRECEDING LANGUAGE: With respect to progress payments for 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.]

- (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 **INSERT APPLICABLE TYPE OF ENTITY HERE I.E., CORPORATION OR LIMITED LIABILITY COMPANY OR PARTNERSHIP** and is in good standing pursuant to the laws of the State of **NAME OF STATE WHERE ENTITY WAS FORMED** **INSERT LANGUAGE FOLLOWING COLON IF THE COMPANY WAS FORMED OUTSIDE OF NEVADA:**, 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 [registered Architect] with the State of Nevada, and each has a license [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.
- 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 [registered architect], as the case may be, with the State of Nevada, and such license [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
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:

NAME OF STAFF MEMBER

City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 610
North Las Vegas, NV 89030

Phone: **PHONE NUMBER**

Fax: **FAX NUMBER**

Email: **EMAIL ADDRESS**

To Consultant:

NAME OF CONTACT
NAME OF VENDOR
ADDRESS
CITY, STATE ZIP

Phone: PHONE NUMBER
Fax: FAX NUMBER
Email: EMAIL ADDRESS

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

NAME OF CONSULTANT
a Nevada corporation [or applicable]

By: _____
Pamela A. Goynes-Brown
Mayor
[Ryann Juden for <\$50]
[City Manager]

By: _____
SEC. OF STATE LISTED OFFICER
TITLE

Attest:

By: _____
Jackie Rodgers
City Clerk

Approved as to Form:

By: _____
Andy Moore
Acting City Attorney