

**PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT  
FOR THE KIEL RANCH HISTORIC PARK PHASE 3B 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 \_\_\_\_\_, 2017, by and between the City of North Las Vegas, a Nevada municipal corporation, (the "City"), and Lage Design, Inc., a Nevada corporation (hereinafter referred to as "Consultant").

**RECITALS:**

1. The City intends to complete construction of a boardwalk with an overlook and up to four (4) bird blinds along the east side of the Kiel Ranch spring habitat (hereinafter referred to as the "Improvements").
2. The City desires to obtain quality professional services of the Consultant to perform landscape architecture design to include preliminary and final design, bidding phase support, and construction management 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 Cecilia Schafler whose certificate of registration number is 619 as the Principal-in-Charge (“Principal-in-Charge”), and Caryl Davies whose certificate of registration number is 621, as the Project Manager (“Project Manager”). All of the services specified by this Agreement shall be performed by the Project Manager, or by Consultant’s associates, employees and subconsultants under the personal supervision of the Project Manager. Should the Principal-in-Charge or the Project Manager be unable to complete his or her responsibility for any reason, the Consultant shall notify the City in writing, and within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within ten (10) calendar days.
- C. In accordance with NRS 338.140, the Consultant shall not produce a design and/or specification for the Project which would limit the bidding, directly or indirectly, to any one specific concern unless a unique or novel product application is required to be used in the public interest, or only one brand or trade name is known to the City. The City shall be notified of and must pre-approve any sole source proposals.
- D. Consultant and any subconsultant shall furnish City with a preliminary draft of any proposed correspondence to any federal, state or other regulatory agency for the City’s review and approval at least seven (7) calendar days prior to mailing such correspondence.
- E. The Consultant agrees that its officers, partners, employees, and subconsultants will cooperate with the City in the performance of services under this Agreement and will be available for consultation with City at such reasonable times with advance notice as to not conflict with other responsibilities.

## **SECTION II - RESPONSIBILITY OF CITY**

- A. The City will cooperate with Consultant in the performance of services under this Agreement and will be available for consultation with Consultant at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services to be performed by Consultant under this Agreement are subject to periodic review by the City. For those documents submitted to the City by the Consultant with regard to the Project, the City will examine and respond in writing to the Consultant within twenty-one (21) calendar days of receipt of such documents. It is understood that City comments upon review of the Consultant’s documents do not relieve Consultant from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

C. The City shall assemble selected data and information related to the Project and provide same to the Consultant on or prior to the kick-off meeting. The data and information to be provided by the City is identified as follows:

1. Drafting and plan sheet layout standards;
2. Standard “front-end” contract documents and general conditions;
3. Cover sheet format and City logo in AutoCAD Civil 3D format;
4. Copies of existing, publicly available assessor’s maps, record-of-surveys, parcel maps, final maps, improvement plans, drainage studies, utility plans, geotechnical studies, and survey datum which are within the Project specific area; and

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 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:

<u>Basic Services</u>	<u>Lump Sum Amount</u>
1. Preliminary Design Services	\$ 31,620.00
2. Final Design Services	25,080.00
3. Bid Phase Support Services	3,000.00
4. Construction Management Support Services	10,500.00
5. Kiel Ranch 7-Acre Master Plan	<u>15,000.00</u>
<b>Subtotal</b>	<b>\$ 85,200.00</b>
 <u>Time &amp; Material Amount</u>	
<b>Supplemental Services</b>	Not-to-exceed <b>\$ <u>15,000.00</u></b>
 <b><u>Grand Total Not-to-Exceed</u></b>	 <b>\$100,200.00</b>

**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 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.

- (b) With respect to Supplemental Services that are authorized in writing by the City's representative, the City shall make progress payments for completed Supplemental Services on a Time and Material basis in accordance with the Fee Schedule provided in Exhibit "B".
- 2. Payment to the Consultant under Section VIII.A.1 shall be made within thirty (30) calendar days of the date City receives each invoice provided by the Consultant to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information:
  - (a) With respect to progress payments for Basic Services, 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 ( $\frac{1}{2}\%$ ) 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 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.
- 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 landscape architect, 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
  5. Shall comply with all laws, rules, regulations, and ordinances, as such may be amended, supplemented or modified from time to time, that are applicable to subconsultant and any portion of the Project performed by subconsultant.
- J. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same original. Facsimile or electronic signatures shall be binding on the parties hereto as if they were original signatures.

The representations and warranties 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:**

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. Comprehensive 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 Comprehensive 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 defend, protect, indemnify and hold harmless the City, its officers, agents and employees from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and court costs which the City suffers, and/or its officers or employees suffer, as a result of, or arising out of, the intentional or 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. 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: Tom Brady, P.E., LEED AP  
City of North Las Vegas  
2250 Las Vegas Boulevard North, Suite 610  
North Las Vegas, NV 89030  
Phone: (702) 633-1227  
Email: bradyt@cityofnorthlasvegas.com

To Consultant: Lage Design, Inc.  
Attention: Cecilia Schafler, PLA, SITES AP  
2560 Anthem Village Drive, Suite 150  
Henderson, NV 89052

Phone: (702) 479-5225  
Email: ceciliaschafler@lagedesigninc.com

**W. HEADINGS:**

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

**X. CONFIDENTIALITY:**

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

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

Lage Design, Inc.  
A Nevada corporation

By: \_\_\_\_\_  
John J. Lee  
Mayor

By: \_\_\_\_\_  
Cecilia Schafler, PLA, SITES AP  
President

Attest:

By: \_\_\_\_\_  
Catherine A. Raynor, MMC  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Micaela Rustia Moore  
City Attorney

**PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES AGREEMENT  
FOR THE KIEL RANCH HISTORIC PARK PHASE 3B 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 Kiel Ranch Historic Park Phase 3B Project and the 7-Acre Master Plan. The City reserves the right to cancel, reprioritize, 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 preliminary and final design, bidding phase support and construction management support services for the Kiel Ranch Historic Park Phase 3B Project, located at 2465 Kiel Way, at the northeasterly corner of Carey Avenue and Commerce Street.

This phase primarily focuses on providing safe access to the eastside of the spring habitat and is the final link with the overlook, the Phase 3A boardwalk, and the historic area of the park. The work will include design of a boardwalk with overlook(s) that will protect the sensitive habitat surrounding the spring while providing a tranquil educational setting within the surrounding suburban neighborhood. The boardwalk, overlook(s), and bird blinds are intended as a viewing and educational area, with opportunities to see the small wetland and the supported wildlife.

The improvements will be in accordance with the Kiel Ranch Historic Park Comprehensive Development and Preservation Plan and the "Programmatic Agreement between the National Park Service, Las Vegas Field Office of the Bureau of Land Management, Nevada State Historic Preservation Office, Nevada Division of the State Parks, and the City of North Las Vegas regarding the development of the Kiel Ranch Historic Park located within the City of North Las Vegas," and will consist of specialty park amenities including:

- Construction of the boardwalk with an overlook, up to 4 bird blinds, decomposed granite pathways, pedestrian lighting, and standard site furnishings.
- Directional and interpretive signage.

Additionally, with the recent 7-acre expansion of Kiel Ranch, the need to update the park's master plan to incorporate the new area into the overall multi-phase development plan has become a priority. The City requires master planning services to assist in this effort.

**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. Kiel Ranch Historic Park Comprehensive Development and Preservation Plan, April 20, 2010.

5. Kiel Ranch Archaeological Evaluation and Preliminary Mitigation and Monitoring Design Plan, March 30, 2009.
6. Kiel Ranch Biological Evaluation and Restoration Plan, March 30, 2009.
7. Kiel Ranch Historic Preservation Plan, March 30, 2009.
8. Kiel Ranch Geotechnical Report, most recent update.
9. Phase II Archaeological Testing and Treatment Plan, 2014.

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 the Water Distribution Systems, Clark County Nevada, current edition.
3. Design and Construction Standards for Wastewater Water 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, 2012 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 Municipal Code (Title 17).

## **PURPOSE**

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

1. **Preliminary Design Services** – Services related to preparation of preliminary Design Documents and Cost Estimates for the Improvements.
2. **Final Design Services** – Services related to preparation of Construction Contract Documents and Cost Estimates for the Improvements.
3. **Bidding Phase Support Services** – Services intended to support the City during public bidding of the Improvements.
4. **Construction Management Support Services** – Services intended to support the City during construction activities including, but not limited to, review of shop drawings and responding to Contractor Requests for Information.
5. **Kiel Ranch 7-Acre Master Plan** – Services related to the development of a preliminary and final master plan for future improvements.

## **SUBCONSULTANTS**

The following subconsultants will be used for the Project:

Geotechnical:	Ninyo and Moore
Electrical:	Intrepid Engineering

### **TASK 1 PRELIMINARY DESIGN SERVICES**

#### **1.1 Project Management**

The Consultant shall:

- Perform day-to-day work and administer interrelated activities.
- Manage personnel and resources.
- Monitor detailed schedules, milestones, and budgets.
- Coordinate with City departments and divisions and other agencies as required.
- Provide monthly reports, schedule updates and project status to the City.
- Prepare and distribute monthly status reports.
- Develop agendas and prepare 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 Monthly Status Reports**

The Consultant shall:

- With each billing; prepare and submit a project status report outlining job tasks ongoing and completed during the billing month, and an analysis of the Project's compliance with the overall schedule and detailed milestone schedule.

#### **1.4 Records Review and Information Research**

The Consultant shall:

- Review all plans, maps, reports, record drawings, or other information that will likely affect the Project.

## 1.5 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 (CCRFCD), FAST, Regional Transportation Commission of Southern Nevada (RTC), Southern Nevada Water Authority (SNWA), Nevada Energy Company, Century Link 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 ensure utility conflicts are resolved.
- Track all utility submittals and comments on a Utility Submittal Matrix.

## 1.6 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 Energy Company, Southwest Gas, Century Link, National Park Service, State of Nevada Division of State Parks, State Historic Preservation Office and others as required. The City will sign all permit applications and pay application fees.
- Prepare a summary matrix of required permits. The City will provide a typical permit matrix form to the Consultant.

## 1.7 Design Development – (60% Design Submittal)

The Consultant shall:

- Design and prepare progress drawings and preliminary cost estimate to reflect a 60% level of completion.
- The Improvements drawings are anticipated to include:
  - Cover Sheet
  - Clearing and Grubbing Plan
  - Preserved and Protected Plantings Plan
  - Layout/Grading Plan to include Bioswale Areas, Water Quality Basins, Irrigation Basin, Temporary Access Trail, Redirected run-off from parking area, Boardwalk
  - Planting Plan
  - Irrigation Plan
  - Details
- Prepare and submit seven (7) sets of 11" x 17" progress drawings 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 updated schedule, cost estimate, permit matrix, and utility submittal matrix.
- Meet with City staff to discuss the 60% drawings and collect comments to continue with 90% design.

## **TASK 2 FINAL DESIGN SERVICES**

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

### **2.1 Project Management**

The Consultant shall:

- Perform day-to-day work and administer interrelated activities.
- Manage personnel and resources.
- Develop and monitor detailed schedules, milestones, and budgets.
- Coordinate with City and other agencies.
- Prepare and distribute monthly detailed schedule updates.
- Prepare and distribute monthly status reports with billings.
- Prepare and distribute agendas and minutes for all meetings.
- Draft schedules, agendas, and minutes shall be submitted to the City for review and approval prior to distribution.

### **2.2 90% Design Submittal**

The Consultant shall:

- Design and prepare progress drawings, technical specification, preliminary bid schedule, an updated geotechnical evaluation, and construction cost estimate to reflect a 90% level of completion.
- The Improvements drawings are anticipated to include:
  - Cover Sheet
  - Clearing and Grubbing Plan
  - Preserved and Protected Plantings Plan
  - Layout/Grading Plan to include Bioswale Areas, Water Quality Basins, Irrigation Basin, Temporary Access Trail, Redirected run-off from parking area, Boardwalk
  - Planting Plan
  - Irrigation Plan
  - Details
  - Technical Specifications
- Prepare and submit seven (7) sets of 11" x 17" progress drawings and four (4) sets of technical 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.
- Prepare and submit documents to be submitted to the Permit Application Center. The documents shall include seven (7) full size "wet stamped" drawings, two (2) copies of the Geotechnical Report, two (2) copies of all calculations such as structural, mechanical and electrical, and all permit application forms.
- Prepare and submit two (2) sets of 11" x 17" progress drawings and specifications (each) to the BLM SNPLMA Office and the Nevada State Historic Preservation Office for review and comment.

- Provide updated schedule, cost estimate, permit matrix, and utility submittal matrix.
- Meet with City staff to discuss the 90% drawings and collect comments to continue with final design.

### **2.3 100% Design Submittal**

The Consultant shall:

- Develop 100% complete design documents, including additive bid alternatives, which incorporate all applicable 90% review comments.
- The Improvements drawings shall include:
  - Cover Sheet
  - Clearing and Grubbing Plan
  - Preserved and Protected Plantings Plan
  - Layout/Grading Plan to include Bioswale Areas, Water Quality Basins, Irrigation Basin, Temporary Access Trail, Redirected run-off from parking area, Boardwalk
  - Planting Plan
  - Irrigation Plan
  - Details
  - Technical Specifications
- Resolve all comments and concerns including City Divisions, outside agencies, funding agencies, and Permit Application Center (PAC). Subsequent submittals to PAC require two (2) full sized “wet stamped” copies.
- Provide a response matrix included responses to all 90% review comments.
- Prepare and submit two (2) sets of drawings on 24” x 36” media, two (2) copies of the contract documents and update construction cost estimate for back check of the 90% submittal.
- Meet with the City to discuss final comment and approval signatures on the final drawings. The final bid cover sheet shall be printed on mylar, all other sheets can be printed on bond.

### **2.4 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 one (1) USB flash drive containing all Project drawings in AutoCAD format as requested by the City.
- Provide one set of final, sealed, full-size original bond (with mylar cover sheet) drawings (signed by the appropriate public agencies and utility companies), Technical Specifications, and Geotechnical Evaluation, all in a form approved by the City and suitable for reproduction.
- Provide calculations, design worksheets, and other information for the City’s files.

- Ensure that all drawings, specifications, and reports shall be sealed, signed, and dated for each discipline, by a registered landscape architect and appropriate professional engineer(s) licensed in Nevada.
- Provide a letter certifying that all improvements are in compliance with the Americans with Disabilities Act and associated regulations.

## **2.5 Permitting**

The Consultant shall:

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

## **2.6 Utility and Entity Coordination**

The Consultant shall:

- Provide ongoing utility coordination

## **TASK 3 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.

### **3.1 Coordination/Clarifications**

The Consultant shall:

- Provide technical assistance to the City to coordinate issues and provide clarifications as needed during the bid period.

### **3.2 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 and issue addenda to the plan holders.

### **3.3 Pre-Bid Conference**

The Consultant shall:

- Attend and provide technical support at one (1) pre-bid conference to be held at the City offices.

## **TASK 4 CONSTRUCTION MANAGEMENT SUPPORT SERVICES**

Upon receipt of written authorization by the City, the Consultant shall perform the following tasks related to providing Construction Management Support Services to the City.

#### **4.1 Preconstruction Meeting**

The Consultant shall:

- Attend and participate in the preconstruction meeting with the awarded Contractor to review project process, scope and Archaeological Monitoring process.

#### **4.2 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 digital copies to the City.

#### **4.3 Shop Drawings Review**

The Consultant shall:

- Review all shop drawings, including technical submittals, resubmittals, and samples provided by the Contractor during construction. Specifically, submittals will be marked (all copies), tracked in a submittal log, and promptly returned to the City's Construction Manager.
- Present written recommendations with respect to items submitted by the Contractor for evaluation under the "substitution clause".

#### **4.4 Coordination/Clarifications**

The Consultant shall:

- Assist the City with resolutions of conflicts, provide clarifications and/or interpretations of the Contract Documents prepared by the Consultant.
- Respond in writing to Contractor Request for Information (RFI).
- Prepare drawings, details, specifications and estimates as required to support construction change orders.

#### **4.5 Site Visits**

The Consultant shall:

- Perform periodic site visits (not to exceed ten (10)) 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.
- Assist the City during the twelve (12) month warranty period if corrective work is required.

#### **4.6 Project Closeout**

The Consultant shall:

- Assist the City and Contractor in project closeout documentation.

#### **4.7 Record Drawings**

The Consultant shall:

- Prepare a set of record drawings and specifications incorporating all known changes made during construction and provide reproducible copies to the City

### **TASK 5 KIEL RANCH 7 ACRE MASTER PLAN**

#### **5.1 Project Management**

The Consultant shall:

- Perform day-to-day work and administer interrelated activities.
- Manage personnel and resources.
- Monitor detailed schedules, milestones, and budgets.
- Coordinate with City departments and divisions and other agencies as required.
- Provide monthly reports, schedule updates and project status to the City.
- Prepare and distribute monthly status reports.
- Develop agendas and prepare 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.

#### **5.2 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.

#### **5.3 Monthly Status Reports**

The Consultant shall:

- With each billing; prepare and submit a project status report outlining job tasks ongoing and completed during the billing month, and an analysis of the Project's compliance with the overall schedule and detailed milestone schedule.

#### **5.4 Records Review and Information Research**

The Consultant shall:

- Review all plans, maps, reports, record drawings, or other information that will likely affect the Project.

- Review for historic well site at the corner of the parcel.

## **5.5 Preliminary Master Plan**

The Consultant shall prepare and submit a Preliminary Master Plan to include:

- The Consultant shall provide a narrative detailing the project theme, context, and design process.
- The Preliminary Master Plan shall include the following Design Features:
  - Interpretive Trails with connectivity to the existing trails
  - Interaction Opportunities with the Environment (Peaceful Respite)
  - Fun and Engaging Educational Opportunities
  - Community Gathering Spaces
- The Consultant shall provide a narrative and a plan outlining the opportunities and constraints for all elements within the project area.
- The Consultant shall provide a narrative of the existing design vocabulary from Phases I - 4 to establish thematic continuity, colors, styles, etc.
- The Consultant shall provide a preliminary graphic representation of the 7 Acre site showing locations of proposed trails, interactive and educational opportunities, gathering spaces, connections to the existing site elements.

Meet with City staff to discuss the Preliminary Master Plan and collect comments to continue with the Final Master Plan.

## **5.6 Final Master Plan**

The Consultant shall prepare and submit a Final Master Plan to include:

- The Consultant shall provide a narrative detailing the project theme, context, and design process.
- The Final Master Plan shall include the following Design Features:
  - Interpretive Trails with connectivity to the existing trails
  - Interaction Opportunities with the Environment (Peaceful Respite)
  - Fun and Engaging Educational Opportunities
  - Community Gathering Spaces
- The Consultant shall provide a narrative and a plan outlining the opportunities and constraints for all elements within the project area.
- The Consultant shall provide a narrative of the existing design vocabulary from Phases I – 4 to establish thematic continuity, colors, styles, etc.
- The Consultant shall provide a final graphic representation of the 7 Acre site showing locations of proposed trails, interaction and educational opportunities, gathering spaces, connections to the existing site elements.

**PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES AGREEMENT  
FOR THE KIEL RANCH HISTORIC PARK PHASE 3B PROJECT**

**EXHIBIT "A-1"  
SCOPE OF SUPPLEMENTAL SERVICES**

**SS Task 1      Archaeological Monitoring**

The Consultant shall:

- Provide limited archaeological monitoring, minor data recovery (excluding human remains or substantial discoveries) during any construction activities as required by federal or state regulators. It is anticipated that a monitor will be necessary only during construction excavation activities because of the pre-construction archaeological testing.

**PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES AGREEMENT  
FOR THE KIEL RANCH HISTORIC PARK PHASE 3B PROJECT**

**EXHIBIT "B"  
FEE SCHEDULE**

**LAGE DESIGN, INC.**

Principal.....	\$ 195.00 / hour
Sr. Landscape Architect/Project Manager .....	\$ 175.00 / hour
Landscape Architect.....	\$ 145.00 / hour
Senior Designer .....	\$ 155.00 / hour
CAD Technician .....	\$ 95.00 / hour
Administrative Support.....	\$ 65.00 / hour

**INTREPID ENGINEERING**

Principal.....	\$ 200.00 / hour
Project Manager .....	\$ 125.00 / hour
Construction Administrator.....	\$ 125.00 / hour
CAD Draftsman .....	\$ 75.00 / hour
Data & Word Processing.....	\$ 50.00 / hour

**Reimbursable Expenses**

Reimbursable Expenses include, but are not limited to reproduction costs for documents and drawings, photography, deliveries, travel, lodging, government review fees, and data transmission without markup.

**PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES AGREEMENT  
FOR THE KIEL RANCH HISTORIC PARK PHASE 3B PROJECT**

**EXHIBIT "C"  
PROJECT SCHEDULE**

The Consultant shall perform the Professional Services specified in this Agreement in accordance with the anticipated schedule starting from the Notice to Proceed.

<b>Week</b>	<b>Milestone</b>	<b>Milestone Detail</b>
1	Project Kickoff Meeting	Project Kickoff Meeting
2	Progress Meeting	Discuss Progress / Input
4	Progress Meeting	Discuss Progress / Input
6	Submit 60% Plan Submittal	Consultant to Present Plan Submittal
8	Progress Meeting	Consultant/City to Participate 60% submittal review
10	Submit 90% Plan Submittal	Consultant to Present Plan Submittal
12	Progress Meeting	Consultant/City to Participate 90% submittal review
14	Submit 100% Plan Submittal	Consultant to Present Plan Submittal
16	Progress Meeting	Consultant/City to Participate 100% submittal review
18	Submit Final Plan Submittal	Consultant to Present Plan Submittal