

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES  
AGREEMENT FOR EXPEDITED LAND DEVELOPMENT REVIEW**

This First Amendment to Professional Engineering Services Agreement for Expedited Land Development Review (“First Amendment”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation, (“City”), and VTN Nevada, a Nevada corporation (“Provider”).

**RECITALS**

WHEREAS, on April 14, 2022, the City and Provider entered into a Professional Engineering Services Agreement for Expedited Land Development Review (“Original Agreement”), a copy of which is attached hereto as Exhibit A (collectively, the First Amendment and the Original Agreement may be referred to as the “Agreement”); and

WHEREAS, the Parties wishes to update the assigned consultant information under Section I, Subsection C from Gene Krametbaur, PLS to David L Edwards, PE, LEED AP BD & C.; and

WHEREAS, the City wishes to amend Section VI, Subsection 1 to increase the compensation amount from One Million Dollars and 00/100 (\$1,000,000.00) to One Million Five Hundred Thousand Dollars and 00/100 (1,500,000.00), and

WHEREAS, the City wishes to update the contact information under Section V from Dale Daffern, P.E. to Michael Hudgeons, P.E.; and

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

**AGREEMENT**

1. Section I Responsibility of Consultant of the Original Agreement shall be deleted and replaced with the following:

“C. The Consultant recognizes the need to maintain continuity of PROJECT understanding and processes and consistency in the review of submittals. Therefore, the CONSULTANT will maintain a core group of qualified individuals to perform substantially all of the work specified in the Scope of Services as set forth in Section III of this AGREEMENT. The CONSULTANT shall assign David L. Edwards, PE, LEED AP BD & C, whose license number is 17860, as the Principal-in-Charge (“Principal-in-Charge”) and PROJECT Manager (the “PROJECT Manager”). Should the Principal-in-Charge or the PROJECT Manager be unable to complete his 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.”

2. Section VI Compensation and Terms of Payment of the Original Agreement shall be deleted and replaced with the following:

“1. The CITY has established a not-to-exceed aggregate amount of One Million Five Hundred Thousand Dollars and 00/100 (\$1,500,000.00) for all the work to be accomplished for all portions of the PROJECT under this AGREEMENT.”

3. Section X Miscellaneous Provisions, paragraph V, Notice of the Original Agreement shall be deleted and replaced with the following:

“Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by email, personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Belia Guzman  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1464  
Email: guzmanb@cityofnorthlasvegas.com

Copy to Department: City of North Las Vegas  
Attention: Michael Hudgeons, P.E.  
2250 Las Vegas Blvd., North, Suite 200  
North Las Vegas, NV 89030

To Consultant: VTN Nevada  
Attention: David Edwards, P.E., LEED AP, BD&C  
2727 South Rainbow Boulevard  
Las Vegas, NV 89146”

4. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

[The remainder of page is intentionally left blank. Signature page to follow]

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

City of North Las Vegas,  
a Nevada Municipal Corporation

VTN Nevada,  
a Nevada corporation

By \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By:   
Name: David L. Edwards  
Title: Vice President

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR EXPEDITED LAND DEVELOPMENT REVIEW**

This Professional Engineering Services AGREEMENT (as such may be modified, amended or supplemented, the "AGREEMENT") is made and entered into as of the 14 day of April, 2022, by and between the City of North Las Vegas, a Nevada municipal corporation, (the "CITY"), and VTN Nevada, a Nevada corporation, (the "CONSULTANT").

**RECITALS:**

1. The CITY desires to obtain high quality professional services of the CONSULTANT on an "on call", as needed basis to perform plan review for compliance with the CITY'S Municipal Code Titles 13, 16, and 17; Clark County Uniform Standard Drawings; Local and regional standards and addendum for sewer and water service design; Approved materials list for utility construction; CITY of North Las Vegas Water Service Rules and Regulations; Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual; Regional and local flood control master plans and standards; Regional Transportation Commission of Southern Nevada Policy and Procedures Manual; 2018 International Fire Code, as amended and other documents deemed pertinent for the adequate review of maps, studies and plans (the "PROJECT").
  
2. For the purpose of this AGREEMENT, each "PROJECT" shall be defined as all of the assigned tasks related to a specific parcel, or assemblage of specific parts of land under control of a single developer, together with all development related activities performed by the developer in obtaining CITY review, approvals and acceptance for the development;
  
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 X hereof.

## SECTION I - RESPONSIBILITY OF CONSULTANT

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

- A. The CONSULTANT shall possess sufficient and experienced staff and other resources to allow the CITY to assign the CONSULTANT various work tasks related to the review of maps, technical studies, and improvement plans. The Director of Public Works (the "DIRECTOR") and his authorized designees, in their sole discretion, will direct the CONSULTANT to complete assigned tasks that are related to the development of land and the associated public infrastructure improvements as specified in all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.
- B. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, and by any of the principals, officers, employees and agents of CONSULTANT or any subconsultant under this AGREEMENT. In performing these services the CONSULTANT shall follow practices consistent with generally accepted professional engineering standards of care. Approval by the CITY of any products or services furnished by the CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its services.
- C. The Consultant recognizes the need to maintain continuity of PROJECT understanding and processes and consistency in the review of submittals. Therefore, the CONSULTANT will maintain a core group of qualified individuals to perform substantially all of the work specified in the Scope of Services as set forth in Section III of this AGREEMENT. The CONSULTANT shall assign Gene Krametbaur, PLS, whose license number is 6201, as the Principal-in-Charge ("Principal-in-Charge"), and David Edwards, PE, LEED AP BD &C, whose license number is 17860, as the PROJECT Manager (the "PROJECT Manager"). Should the Principal-in-Charge or the PROJECT Manager be unable to complete his 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.
- D. The Consultant agrees that its officers, partners, and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will perform the services described in Section III of this AGREEMENT while located in the Public Works Department at 2250 Las Vegas Boulevard North, Suite 200, North Las Vegas, NV.

- E. At all times during the term of this AGREEMENT, the CONSULTANT shall provide access to each of its employees for every task of the PROJECT, the latest edition of all of the following references:
1. City of North Las Vegas Municipal Code Titles 13, 16, and 17;
  2. Clark County Uniform Standard Drawings;
  3. Local and regional standards and addendum for sewer and water service design;
  4. Approved materials list for utility construction;
  5. City of North Las Vegas Water Service Rules and Regulations;
  6. Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual;
  7. Regional and local flood control master plans and standards;
  8. Regional Transportation Commission of Southern Nevada Policy and Procedures Manual;
  9. City of North Las Vegas Drainage Study and Civil Improvement Plan Checklists;
  10. NRS 278 and other appropriate state laws in reference to the review of maps;
  11. International Fire Code, as amended; and
  12. Other documents deemed pertinent for the adequate review of maps, studies and plans.
- F. The CONSULTANT represents that it is qualified and properly licensed in accordance with the Nevada Revised Statutes, is authorized to do business in the CITY, has personnel to perform the work contemplated by this AGREEMENT within the required time, and is financially solvent and is able to pay its debts as such debts mature.
- G. The CITY intends to authorize and the CONSULTANT will perform work under this AGREEMENT as specified in Section III through Section VIII.
- H. All of the work performed under this AGREEMENT shall be performed in the CITY's offices at 2250 Las Vegas Boulevard North, North Las Vegas, Nevada 89030, unless otherwise directed by the Director of Public Works or his designee.
- I. The CONSULTANT's employees and representatives shall have access to the CITY's offices on the same basis as the employees of the Public Works, unless otherwise directed by the Director of Public Works or his designee. The CITY shall provide access cards for the CONSULTANT's employees and representatives.
- J. The CONSULTANT's employees and representatives shall comply with all CITY rules, regulations and policies currently in effect for the CITY including, without limitation, all rules, regulations and policies for the safety, care and orderly operation of the CITY's offices and for the benefit and comfort of other CITY personnel, visitors and the general public.

## SECTION II - RESPONSIBILITY OF THE CITY

- A. The CITY will cooperate with the CONSULTANT in the performance of services under this AGREEMENT and will be readily available for consultation with CONSULTANT.
- B. The services to be performed by the CONSULTANT under this AGREEMENT are subject to periodic review by the CITY. It is understood that CITY comments upon review of the CONSULTANT's documents do not relieve the 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 each PROJECT and make available same to the CONSULTANT. The data and information to be provided by the CITY is identified as follows:
  - 1. Development Standards and Conditions of Approval for the PROJECT;
  - 2. PROJECT specific notes; and
  - 3. Maps and other relevant information for the PROJECT.

The CITY will make available to the CONSULTANT updated data and information during the PROJECT development process.

## SECTION III - SCOPE OF SERVICES

- A. The CONSULTANT shall perform the tasks assigned by the DIRECTOR, or his authorized designees, in their sole and absolute discretion, to be completed within the time and in the manner as assigned.
  - a. The CONSULTANT's failure to complete its tasks to the satisfaction of the DIRECTOR, or his authorized designees, in their sole discretion, shall be considered a failure of the CONSULTANT to fulfill its obligations under the AGREEMENT. Therefore, in addition to any other remedies available to CITY under the terms of this AGREEMENT, the CITY shall have the right to reduce its payment to the CONSULTANT to offset any costs, expenses, damages or delays due to the CONSULTANT's failure, error or omission as determined by the DIRECTOR or his authorized designees, in their sole discretion.
  - b. The CONSULTANT's failure to complete its tasks within the assigned time deadlines as established by the DIRECTOR, or his authorized designees, in their sole discretion, shall be considered a failure of the CONSULTANT to fulfill its obligations under the AGREEMENT. Therefore, in addition to any other remedies available to CITY under the terms of this AGREEMENT, the CITY shall have the right to reduce its payment to the CONSULTANT to offset any costs, expenses, damages or delays due to CONSULTANT's error or omission.
- B. In general, the type of services to be performed by the CONSULTANT shall be described in the attached Exhibit "A" of this AGREEMENT, the terms of which are hereby incorporated by reference.

## **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 the 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 the CONSULTANT and the 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 -TERM OF AGREEMENT**

This AGREEMENT commences upon the date this AGREEMENT is approved by the North Las Vegas City Council and shall end on the date this AGREEMENT is terminated by the CITY pursuant to Section X(B) herein.

## **SECTION VI - COMPENSATION AND TERMS OF PAYMENT**

### **A. COMPENSATION**

- 1. The CITY has established a not-to-exceed aggregate amount of one million dollars (\$1,000,000) for all of the work to be accomplished for all portions of the PROJECT under this AGREEMENT.
- 2. For each task assigned during the term of the PROJECT, CONSULTANT may be paid on a lump sum amount basis, or as otherwise as agreed upon between the CITY and CONSULTANT in accordance with Section VI (B).
- 3. The CITY will not be responsible to pay the CONSULTANT more than the CITY receives in payment from a developer for any assigned task. The typical fee received by the CITY for common tasks is noted below:
  - (a) Drainage, Traffic, and Geotechnical Studies (initial and one addendum):  
\$4,200

- (b) Drainage, Traffic and Geotechnical Study Updates: \$2,500
- (c) Residential/Multifamily Civil Improvement Plans and Maps:
  - (1) ≤ 10 gross acres: \$6,750
  - (2) 10+ to 20 gross acres: \$9,000
  - (3) 20+ to 30 gross acres: \$10,500
  - (4) 30+ to 40 gross acres: \$12,000
  
- (d) Commercial/Industrial Civil Improvement Plans and Maps:
  - (1) ≤ 10 gross acres: \$6,000
  - (2) 10+ to 20 gross acres: \$8,400
  - (3) 20+ to 30 gross acres: \$10,800
  - (4) 30+ to 40 gross acres: \$13,200

#### B. TERMS OF PAYMENT

1. Unless directed otherwise by the Director or his authorized designees, the CITY shall make monthly progress payments to the CONSULTANT for services performed upon submission by the CONSULTANT of a detailed invoice containing all information and backup documentation required by this AGREEMENT or otherwise reasonably required by the CITY to describe the services provided by the CONSULTANT with regard to each portion or task for the PROJECT.
2. The CONSULTANT shall be paid within thirty (30) calendar days of receipt of an invoice which is complete, correct and undisputed by the CITY, in its sole discretion.
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 of receipt.
4. If the CITY fails to pay the CONSULTANT an undisputed amount within thirty (30) calendar days after the receipt of the invoice, the CITY may be assessed one half of one percent (.5%) of the undisputed amount each month, not to exceed \$1,000 total for each portion or task 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 and include all information requested by the CITY.

## **SECTION VII - TIME OF PERFORMANCE**

- A. The CONSULTANT understands that work assignments are unpredictable relative to magnitude, frequency, and schedule. The CITY's intent is to use the services of the CONSULTANT shall be to provide expedited processing of submittals and assignments within the turn-around time limits. Although the DIRECTOR or his authorized designee will assign the turn-around time limit for each task, the typical turn-around time limit is noted below:
  - 1. Traffic and Drainage Study: 3 weeks or less
  - 2. Geotechnical Study: 2 weeks or less
  - 3. Civil Improvement Plans and Maps: 2 weeks or less
- B. The CONSULTANT will immediately give the CITY timely notice of an individual circumstance or anticipated difficulty which may have an effect on meeting the turn-around time frame. Failure to notify the CITY of a delay shall considered to be a material breach of this AGREEMENT.

## **SECTION VIII - 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. 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 VIII(C) shall survive the completion of the PROJECT and the termination or expiration of this AGREEMENT.
- D. 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 VIII (D) shall survive the completion of the PROJECT and the termination or expiration of this AGREEMENT.

## **SECTION IX - REPRESENTATIONS AND WARRANTIES**

The CONSULTANT hereby represents and warrants for the benefit of the CITY, in addition to any other representations and warranties made in this AGREEMENT, with the knowledge and expectation of the CITY's reliance thereon, as follows:

- A. The CONSULTANT is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State 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 the 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 the 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 the 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 the 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 the CONSULTANT.
- E. The CONSULTANT's PROJECT MANAGER and Principal-in-Charge are each a duly licensed Engineer and/or Surveyor with the State of Nevada, and each has a license that is in full force and effect. The CONSULTANT has obtained any and all licenses, certificates and permits that are required to be obtained by the CONSULTANT by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to the CONSULTANT and to the performance of any portion of the PROJECT by the CONSULTANT.
- F. The CONSULTANT is duly licensed and authorized to do business in the CITY, and the CONSULTANT's business license is in full force and effect.

- G. The CONSULTANT is a sophisticated and qualified CONSULTANT, whose personnel possess the level of professional expertise and experience that is necessary to properly perform all portions of 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. The 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. The 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.

The representations and warranties made by CONSULTANT herein shall survive the completion of the PROJECT and the termination or expiration of the AGREEMENT.

## **SECTION X - MISCELLANEOUS PROVISIONS**

### **A. SUSPENSION:**

The CITY may suspend performance by the CONSULTANT under this AGREEMENT for such period of time as the CITY, in its sole discretion may prescribe, by providing written notice to the CONSULTANT at least seven (7) calendar days prior to the date on which the CITY wishes to suspend such performance. Upon such suspension, the CITY shall pay the CONSULTANT compensation based on percentage of task completion, earned until the effective date of suspension less all previous payments. The CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from the CITY to resume performance. In the event that the CITY suspends performance by the CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty (30) calendar days, the CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to the CONSULTANT under this AGREEMENT to reimburse the CONSULTANT for additional costs occasioned as a result of such suspension of performance by the 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 X (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 the CONSULTANT obtained under this AGREEMENT, this AGREEMENT will be terminated when appropriate funds expire in accordance with Section X (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:

The CONSULTANT shall 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 the CONSULTANT and the 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 the 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. The 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. The CONSULTANT will provide the CITY thirty (30) calendar day 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 the 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 day 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. The 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 the CONSULTANT.

F. INDEMNITY:

Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, the 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 attorneys' 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, or agents or anyone employed by the CONSULTANT or its agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT. This Section X (F) shall survive the completion of the PROJECT and the termination or expiration of this AGREEMENT until such time as the applicable statutes of limitation expire.

G. ASSIGNMENT:

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

H. WAIVER:

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

L. APPLICABLE LAW:

This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Nevada and the North Las Vegas Municipal Code.

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.

The CONSULTANT shall comply with laws, rules, regulations, and ordinances applicable to the work performed by the 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 her designee, and the CITY's Public Works Director or her 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.



To CONSULTANT: VTN Nevada  
David Edwards, P.E., LEED AP, BD&C  
2727 South Rainbow Boulevard  
Las Vegas, NV 89146

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.

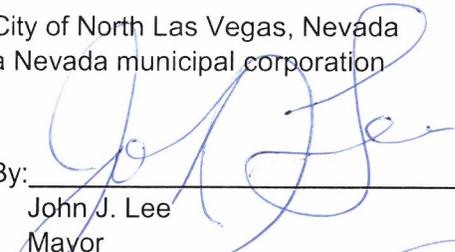
X. CONFIDENTIALITY:

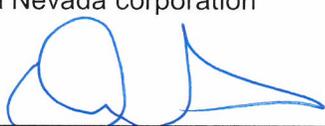
The CONSULTANT shall treat all information relating to the PROJECT and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by the CONSULTANT's employees to other parties or make any public announcement or release without the CITY's prior written authorization.

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

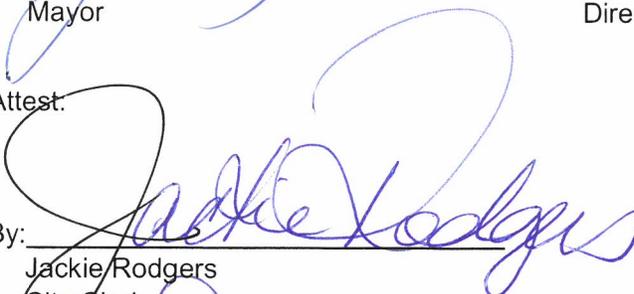
City of North Las Vegas, Nevada  
a Nevada municipal corporation

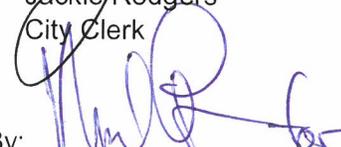
VTN Nevada  
a Nevada corporation

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

By:   
\_\_\_\_\_  
David L. Edwards, P.E.  
Director, VTN Nevada

Attest.

By:   
\_\_\_\_\_  
Jackie Rodgers  
City Clerk

By:   
\_\_\_\_\_  
Micaela C. Moore  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

This Exhibit "A" is an integral part of the **PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR EXPEDITED LAND DEVELOPMENT REVIEW** dated March 16, 2022, between the City of North Las Vegas, a Nevada Municipal Corporation ("CITY"), and VTN Nevada ("CONSULTANT"). The goal which the CITY desires to achieve by setting forth this Scope of Services is to enable the CITY, with the cooperation and assistance of CONSULTANT, to promptly review and process submittals presented for land development projects within the City of North Las Vegas (PROJECT). Essentially CONSULTANT will complete specific tasks assigned by authorized CITY staff associated with the CITY's land development procedures.

### SECTION I – DEFINITIONS

For the purpose of this Scope of Services, the following terms shall have the following meanings:

1. Code means the City of North Las Vegas Municipal Code.
2. Design Standards means the following:
  - a. City of North Las Vegas Municipal Code Titles 13, 16, and 17, and
  - b. Clark County Uniform Standard Drawings, and
  - c. Local and regional standards and addendum for sewer and water service design; and
  - d. Approved materials list for utility construction; and
  - e. City of North Las Vegas Water Service Rules and Regulations; and
  - f. Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual; and
  - g. Regional and local flood control master plans and standards; and
  - h. Regional Transportation Commission of Southern Nevada Policy and Procedures Manual; and
  - i. 2018 International Fire Code, as amended; and
  - j. Other documents deemed pertinent for the adequate review of maps, studies and plans.
  - k. The City of North Las Vegas Policy regarding Grading and Construction On or In Close Proximity to Geologic Faults and Ground Fissures.
  - l. NRS 278 and other appropriate state laws in reference to the review of Map
3. Drainage Study means a comprehensive hydrologic and hydraulic study prepared under the direction of a Nevada Professional Engineer using locally accepted modeling techniques to estimate storm-water run-off, to identify the impact on a development project and/or drainage facilities, and to identify the means and methods necessary to mitigate such impact, including a commitment to implement such means and methods.

4. Traffic Study means a comprehensive traffic impact study prepared under the direction of a Nevada Professional Engineer using locally accepted techniques to determine trip generation, trip distribution, signal cost participation, left turn storage requirements, and any other impacts to roadways and intersections; and to identify mitigation measures to such impacts.
5. Geotechnical Report means a comprehensive geologic report prepared under The direction of a Nevada Professional Engineer using locally accepted techniques to determine seismic requirements, locations of faults and fissures, soil type and other geotechnical requirements.
6. Final Map means the map prepared in accordance with the Planning and Zoning Act of the State of Nevada and Title 16 of the North Las Vegas Municipal Code, which map is placed on record in the office of the County Recorder as the approved design for each subdivision.
7. Off-Site Improvement means infrastructure improvements associated with any particular PROJECT subdivision or parcel, and which are located within or directly abutting the PROJECT boundaries. Infrastructure improvements may include but are not limited to flood control and drainage facilities, roadways, traffic signals, fiber optic conduit and conductors, and miscellaneous ancillary features necessary to make such infrastructure functional and safe.
8. Review means an inspection/examination of submittals with the intention of evaluating compliance with the CITY requirements, and assisting the Project Design Professional in advancing the PROJECT to completion.
9. Subdivision means a parcel of land for which a Final Map has been prepared That creates saleable, buildable lots, and includes the improvement plans which depict the final grading and the improvements that will be constructed to provide ingress and egress and public services thereto.

## **SECTION II - SUMMARY OF TASKS**

### Task 1.0 Project Oversight and Management:

- 1.01 Information Management and Document Control. CONSULTANT shall maintain a record of all relevant verbal (telephone) communications, formal correspondence, faxes and submittals concerning the PROJECT. Information is to be updated as needed.
- 1.02 Mobilization. CONSULTANT shall receive, review and become familiar with CITY checklists in addition to the Design Standards related to the PROJECT.

1.03 Meetings. CONSULTANT shall attend quarterly meetings with the CITY for the purposes of ongoing communications and PROJECT status reporting. CONSULTANT shall also be available to attend as-needed meetings with PROJECT representatives and CITY staff to assist with timely resolution of problems and requests for information.

1.04 Reviews. CONSULTANT shall perform all submittal reviews at the City of North Las Vegas City Hall, Public Works Department, 2nd Floor.

Task 2.0 Drainage Studies:

CONSULTANT shall review and provide comments on all drainage studies and/or hydraulic analyses submitted for Outsourced Land Development, if qualified City Staff cannot provide the service on an overtime basis. CONSULTANT will be responsible for inputting comments for studies they reviewed into the City's EnerGov land development tracking software.

Task 3.0 Traffic Studies:

CONSULTANT shall review and provide comments on all traffic studies submitted for Outsourced Land Development, if qualified City Staff cannot provide the service on an overtime basis. CONSULTANT will be responsible for inputting comments for studies they reviewed into the City's EnerGov land development tracking software.

Task 4.0 Geotechnical Report:

CONSULTANT shall review and provide comments on all geotechnical reports submitted for Outsourced Land Development, if qualified City Staff cannot provide the service on an overtime basis. CONSULTANT will be responsible for inputting comments for studies they reviewed into the City's EnerGov land development tracking software.

Task 5.0 Infrastructure/Subdivision Plans:

CONSULTANT shall review and provide comments on all improvement plans submitted for Outsourced Land Development review, if qualified City Staff cannot provide the service on an overtime basis. Review shall determine if the plans as submitted are substantially complete and in compliance with the CITY imposed conditions of approval, and the appropriate Supplemental Technical Documents (which will be defined by the CITY), and the criteria specifically approved by CITY for the PROJECT. CONSULTANT will be responsible for inputting comments for plans they reviewed into the City's EnerGov land development tracking software.

Task 6.0 Surety:

CONSULTANT shall review and provide comments on bond and fee estimate calculations associated with the Infrastructure/Subdivision Plans they reviewed.

Review includes verifying that the quantities provided on the Bond and Fee Estimate match the Civil Improvement Plans.

Task 7.0 Outside Department Review Coordination:

CONSULTANT shall assemble review comments prepared by the CITY's Fire Department and include these comments in the review sent to the PROJECT engineer.

Task 8.0 Final/Parcel Map:

CONSULTANT shall review and provide comments on all Final Maps or Parcel Maps associated with civil improvement plans submitted for Outsourced Land Development review, if qualified City Staff cannot provide the service on an overtime basis. Review shall determine if the map as submitted are substantially complete and in compliance with the CITY imposed conditions of approval, and the appropriate Supplemental Technical Documents (which will be defined by the CITY), and the criteria specifically approved by CITY for the PROJECT. CONSULTANT will responsible for inputting comments into the City's EnerGov land development tracking software.

# BUSINESS LICENSE

City of North Las Vegas  
2250 Las Vegas Blvd. North, Suite 110  
North Las Vegas, NV 89030

Mailing Address:

**VTN NEVADA  
2727 S RAINBOW BLVD  
LAS VEGAS, NV 89146**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

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License Number: **BL116143**

Expiration Date: **11/30/2025**

Type of License: **PROFESSIONALS**

Classification: **PRO SERVICES - LAND DEVELOPMENT**

Business Location: **VTN NEVADA  
2727 S RAINBOW BLVD  
LAS VEGAS, NV 89146**

Owner/Principal(s): **VTN NEVADA**

  
\_\_\_\_\_  
Alfredo Melesio  
Director of Land Development & Community  
Services

This license is not transferable  
POST IN A CONSPICUOUS PLACE



