

**FIRST AMENDMENT PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR THE CNLV WRF FLOW EQUALIZATION BASIN DESIGN PROJECT**

This First Amendment to the Professional Engineering Services Agreement for the CNLV WRF Flow Equalization Basin Design Project ("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 Greeley and Hansen LLC, an Illinois limited liability company ("Consultant").

**WITNESSETH:**

WHEREAS, on July 17, 2019, the City and Provider, entered into Professional Engineering Services Agreement for the CNLV WRF Flow Equalization Basin Design Project ("Original Agreement"), a copy of which is attached hereto as "Exhibit A";

WHEREAS, the parties wish to amend to include additional compensation for a redesign of the septic dump station and site area. The current design is not efficient for the volume of trucks the WRF is expecting from Apex.

WHEREAS, the Original Agreement shall be amended as described herein as of the Effective Date of this First Amendment.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

**AGREEMENT**

1. Section VIII Subsection A of the Original Agreement is hereby deleted and replaced with the following:

**A. TOTAL COMPENSATION**

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

<b><u>Basic Services</u></b>		<b><u>Lump Sum Amount</u></b>
1. Planning and Conceptual Design	Not to exceed	\$ 81,965.00
2. Design Engineering Services	Not to exceed	\$ 433,385.00
3. Geotechnical Investigation And Site Survey	Not to exceed	\$ 34,600.00
4. Quality Control	Not to exceed	\$ 25,337.00
5. Construction Cost Opinion	Not to exceed	\$ 41,820.00
6. Project Management	Not to exceed	\$ 31,125.00
7. Bid Services	Not to exceed	\$ 23,518.00
8. Construction Management Support	Not to exceed	<u>\$ 139,120.00</u>

Subtotal \$810,870.00

Time & Materials Amount

Supplemental Services Not-to-exceed \$50,000.00

**Additional Design Support**

**At Septic Dump Station**

Not to exceed \$175,376.00

Grand Total Not-to-Exceed

\$1,036,246.00

2. In all other respects, the Parties confirm and re-affirm the terms and provision of the Original Agreement.

3. For the purpose of this Amendment, the use of signatures via facsimiles, email or other electronic medium shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the City and Provider have caused this First Amendment to be executed as of the day and year first above written

City of North Las Vegas,  
a Nevada municipal corporation

Greeley and Hansen LLC  
a Illinois limited liability company,

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

By: Fernando Sarmiento  
Name: FERNANDO SARMIENTO  
Title: VICE PRESIDENT SOUTHWEST AREA

Attest:

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

Approved as to form:

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

EXHIBIT A

Original Agreement

Please see the attached page(s).

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**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR THE CNLV WRF FLOW EQUALIZATION BASIN DESIGN PROJECT**

This Professional Engineering Services Agreement (as such may be modified, amended or supplemented, the "Agreement") is made and entered into as of the 17<sup>th</sup> day of July, 2019, by and between the City of North Las Vegas, a Nevada municipal corporation, (the "City"), and Greeley and Hansen LLC, an Illinois limited liability company, hereinafter referred to as CONSULTANT, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office at 1120 North Town Center Drive, Suite 120, Las Vegas, NV 89144-6302.

**RECITALS:**

1. The City intends secure services for Design Services for Flow Equalization Basin Design Services Project within the Water Reclamation Facility (hereinafter referred to as the "Improvements").
2. The City desires to obtain quality professional services of the Consultant to perform Design 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 engineering 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 Joseph M. Gorgan, PE, whose Professional Engineer license number is 023615 as the Principal-in-Charge ("Principal-in-Charge"), and Darla Jean

Guerrero, PE whose Professional Engineer license number is 023623 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 fourteen (14) 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 assessors maps, record-of-surveys, parcel maps, final maps, improvement plans, drainage studies, utility plans, geotechnical studies, and survey datum which are within the Project specific area; and

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. Design review comments;
  2. Printing of the construction bidding document package;
  3. Completing the competitive bidding procedures for public works projects; and
  4. 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:

<b><u>Basic Services</u></b>	<b><u>Lump Sum Amount</u></b>
1. Planning and Conceptual Design	\$ 81,965
2. Design Engineering Services	\$ 433,385
3. Geotechnical Investigations & Site Survey	\$ 34,600
4. Quality Control	\$ 25,337
5. Construction Cost Opinion	\$ 41,820
6. Project Management	\$ 31,125

7. Bid Services	\$ 23,518
8. Office Construction Management Support Services	\$ 139,120

**Subtotal: \$ 810,870**

**Time & Material Amount**

<b>Supplemental Services</b>	Not-to-exceed	\$ 50,000
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**Grand Total Not-to-Exceed \$ 860,870**

**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) The City shall make progress payments for completed Basic Services on a Time and Materials basis in accordance with Section VIII (A) (1) above and the Fee Schedule provided in Exhibit "B."
  - (b) With respect to Supplemental Services that are authorized in writing by the City's representative, the City shall make progress payments for completed Supplemental Services on a Time and Material basis in accordance with the Fee Schedule provided in Exhibit "B".
2. Payment to the Consultant under Section VIII.A.1 shall be made within thirty (30) calendar days of the date City receives each invoice provided by the Consultant to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information:
  - (a) With respect to progress payments for 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**

Consultant hereby represents for the benefit of City, in addition to any other representations made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

- A. Consultant is a duly formed and validly existing limited liability company and is in good standing pursuant to the laws of the State of Illinois, and is duly qualified to do business in, and is in good standing in, Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.
- B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Consultant will not result in a breach of any instrument to which Consultant is a party or by which Consultant is bound or of any judgment, decree or order of any court or governmental body or any law, rule or regulation applicable to Consultant.
- C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering and performing the same on behalf of Consultant, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other

Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Consultant, enforceable in accordance with their respective terms.

- D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution of this Agreement by Consultant.
- E. The Consultant's Project Manager and Principal-in-Charge are each a duly licensed Engineer with the State of Nevada, and each has a license that is in full force and effect. Consultant has obtained any and all licenses, certificates and permits that are required to be obtained by Consultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to Consultant and to the performance of the Project by Consultant.
- F. Consultant is duly licensed and authorized to do business in the City.
- G. Consultant is a sophisticated and qualified Consultant, whose personnel possess the level of professional expertise and experience that is necessary to properly perform the Project within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Consultant has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Project within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.
- H. Consultant is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the time period required by this Agreement, and to perform its obligations under this Agreement.
- I. Consultant shall require that each Subconsultant performing any portion of the Project:
  - 1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
  - 2. Is a duly licensed or registered architect, engineer or geotechnical engineer, as the case may be, with the State of Nevada, and such license or certificate of registration is in full force and effect;
  - 3. Has obtained any and all licenses, certificates and permits that are required to be obtained by Subconsultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to Subconsultant and to the performance of any part of the Project by Subconsultant;
  - 4. Is duly licensed and authorized to do business in the City; and
  - 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 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 Utilities 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 Utilities Director and the Consultant's Principal-in-Charge. Within thirty (30) calendar days thereafter, the City's Utilities 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 Utilities Director or his designee, and the City's Utilities Director or his designee, will render a determination regarding such dispute.

3. If the Consultant disagrees with the determination of the City's Utilities 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: Joemel D. Llamado, PE  
City of North Las Vegas  
2250 Las Vegas Boulevard North, Suite 610  
North Las Vegas, NV 89030

To Consultant: Joseph M. Gorgan, PE  
Greeley and Hansen, LLC  
1120 N. Town Center Dr., Suite 120  
Las Vegas, NV 89144

**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

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

Greeley and Hansen LLC  
an Illinois Limited Liability Company

By:   
\_\_\_\_\_  
Joseph M. Gorgan, Member

Attest:

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

Approved as to Form:

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

## EXHIBIT A

(See attached pages)

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR THE  
CITY OF NORTH LAS VEGAS WATER RECLAMATION FACILITY  
EQUALIZATION BASIN DESIGN SERVICES**

**EXHIBIT A  
SCOPE OF BASIC SERVICES**

**INTRODUCTION**

This exhibit describes the Consultant's (Engineer) Scope of Work for the City of North Las Vegas Water Reclamation Facility (CNLV-WRF) Equalization Basin Design Services (Project).

**PROJECT DESCRIPTION**

**Background**

The Water Reclamation Facility (WRF) was developed with the following in mind:

- Ultimate Treatment Capacity of 50 mgd (with future expansion)
- End of the line treatment facility
- Onsite O&M Facility
- Treat to standards suitable for discharge and reuse
- Solids processed onsite for trucking to disposal in a landfill
- Good Neighbor Facility

The CNLV WRF is designed to treat an annual average daily flow of 25 mgd with a maximum monthly average daily flow of 30 mgd. Sufficient open space on the plant site is available to allow the plant to be expanded to treat an average annual flow of 50 mgd with a maximum monthly average flow of 60 mgd. The existing headworks, biological treatment system, pumps, membrane equipment and chlorine contact tank have a peak hydraulic capacity of 60 mgd.

The WRF site is located in the City at the intersection of Betty Lane and Carey Ave and at the southwest corner of Nellis Air Force Base (NAFB). The wastewater is received at the plant and lifted for subsequent preliminary treatment, biological treatment using the Membrane Bioreactor (MBR) process and clarifiers, and disinfection. The waste solids from preliminary treatment (grit and screenings) are dewatered and collected for disposal in a landfill. Waste activated sludge (WAS) is collected from the MBR process, and then thickened and dewatered prior to disposal at a landfill.

The WRF was constructed as a "good neighbor" facility that produces minimal odors and noise to accommodate the nearby residential and commercial interests. Potential odors at the treatment plant are mitigated by covering all unit processes, capturing the foul air and treating it to remove the odor causing constituents prior to its discharge.

The WRF is experiencing a wide variation flows on a daily basis; the cyclical flow variation is impacting the efficiency of the biological treatment processes, in particular biological phosphorus removal. The cyclic nature of wastewater flows and strengths at the plant are well documented. Improved treatment efficiency, reliability and control are possible at or near steady-state conditions. For these reasons, plants employ the use of flow equalization basins (FEBs).

The primary objective of flow equalization is to dampen the diurnal flow pattern and therefore produce a constant or nearly constant flow rate for the downstream treatment processes. A secondary objective is to dampen the concentration or mass loadings of wastewater constituents by blending the wastewater within the flow equalization basin. This results in a more uniform loading of organics, nutrients and other suspended and dissolved constituents for treatment in downstream processes. Through achieving these objectives, flow equalization significantly improves the performance of an existing treatment facility, and potentially decrease the capacity requirements of downstream treatment processes.

The FEB Feasibility Study prepared by Greeley and Hansen for CNLV stated that by constructing a FEB at the CNLV WRF uniform or steady-state flows can be achieved for better operational performance. The equalization basin would provide a more uniform plant flow and loading, and allow the biological process to be more efficient and reduce operational wear on the membranes as well to deliver a more consistent air flow.

### **FEB Description**

The FEB will be partially constructed below grade with automatic controls for filling and gravity draining to equalize wastewater influent flows to the biological treatment process. Flow into the FEB will have grit and screenings removed by preliminary treatment to minimize operational and maintenance issues. Mixing and aeration, if required, within the FEB to blend the contents and prevent septicity of the wastewater during retention within the basins. The FEB will connect to the pipe line after preliminary treatment and prior to entering the biological process to store flows above average. The FEB discharge will return to the Plant's Influent Lift Station wet well by gravity to provide supplemental flow when plant flows are below average.

To continue the "Good Neighbor" policy, the FEB will be covered and provided with an odor control treatment system to collect and treat any air released by the FEB.

### **STANDARDS**

The Project shall be designed in accordance with the following locally adopted standards, rules and regulations.

1. Design and Construction Standards for Wastewater Collection Systems, Southern Nevada, current edition.
2. Uniform Standard Specifications for Public Works' Construction Off-site Improvements, Clark County Area, Nevada, current edition.
3. Uniform Standard Drawings for Public Works Construction Off-site Improvements, Clark County Area, Nevada, Volume I and Volume II, current editions.
4. Nevada Department of Transportation (NDOT), Standard Plans and Specifications for Road and Bridge Construction, current edition.
5. Nevada Department of Environmental Protection, Guidance Document for Reclaimed Water Storage Ponds.
6. Standard Guidelines for Collection and Depiction of Existing Subsurface Utility Data CI/ASCE 38-02. City of North Las Vegas Water Service District Rules and Regulations, current edition.
7. Uniform Design and Construction Standards for Water Distribution Systems, Clark County Nevada, current edition.
8. Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District, current edition.
9. A Policy on Geometric Design of Highways and Streets, American Association of State Highways and Transportation Officials (AASHTO), current edition.

10. Access Management System and Standards, Nevada Department of Transportation (NDOT), current edition.
11. Manual on Uniform Traffic Control Devices, Federal Highway Administration, current edition.

### **SCOPE OF SERVICES**

The services provided under this project shall include design services for constructing a Flow Equalization Basin at the CNLV WRF necessary to dampen the diurnal flow pattern and improve the performance of the existing WRF and potentially decrease the capacity requirements of downstream processes, and lengthen the useful life of the MBR Equipment. The Engineer shall perform professional engineering services as hereinafter stated, which include civil, mechanical, structural, geotechnical, environmental, architectural, and electrical engineering services. Greeley and Hansen and its sub-consultants shall furnish all labor, materials, equipment, and technical and professional services required to perform the work as described below.

The Scope of Work is divided into eight tasks as follows:

**Task 1 – Basis of Design Memorandum (30% Design)**

**Task 2 – Design Engineering Services (60%, 90%, 100% Design)**

**Task 3 – Geotechnical Investigations**

**Task 4 – Quality Control**

**Task 5 – Construction Cost Opinion**

**Task 6 – Project Management**

**Task 7 – Bid Services**

**Task 8 – Construction Management Support Services**

### **SUBCONSULTANTS**

The following local sub-consultants will be utilized by the Consultant:

- Lochsa Engineering (structural)
- VTN (civil, survey, SUE and cost estimation)
- GES (geotechnical)

After the City's written authorization to proceed, the Engineer shall proceed with the FEB Design Services, which will include the following services:

### **TASK 1 –BASIS OF DESIGN SERVICES (30% DESIGN)**

The Engineer shall perform a 30% Design and prepare the Basis of Design ((BOD) Memorandum to document technical and engineering decisions, which are then used as the basis for development of detailed design documents. The FEB Feasibility Study recommendations will serve as the basis for development of the BOD Memorandum. The Engineer will document the decisions, recommendations, preliminary plans, site layout, equipment and system descriptions, and design criteria by engineering discipline established during the preliminary design phase into a BOD Memorandum. The BOD Memorandum will serve as a record of the decisions made during the preliminary design and provide the basis for detailed design.

**Task 1a – Field Investigations**

Consultant staff will conduct as needed field/site visits to the CNLV WRF in conjunction with their Design activities. The purpose of the visits will include, but not limited to the following:

- Collect background information and data regarding the Project
- Inspect details of pertinent existing facilities
- Assess condition of existing facilities and systems associated with the Project
- Coordinate any necessary site surveys and geotechnical investigations regarding the Project
- Discuss specific issues related to the Project with WRF staff

Visits will be prearranged with the City's Project Manager and will include WRF staff participation during each visit. As appropriate, the Engineer will advise the City of any specific areas or information they wish to see or access during each visit. No City property or information will be removed from the site by the Engineer without prior written authorization from the City's Project Manager. While at the plant, the Engineer and its Subconsultants staff will comply with WRF security and safety policies and procedures.

Following each field/site visit, the Engineer will prepare and submit to the City a field trip report, which will include:

- Date and time of site visit
- Names of personnel involved in the visit
- Purpose of the site visit
- Areas at the WRF inspected, or visited
- Summary of observations, or discussions that occurred
- Copies of photographs taken
- Required follow-up actions

**Deliverables:** Deliverables associated with this work task include:

- Memorandum regarding collection of critical information
- Site visit reports

**Task 1b – Systems Development and Evaluation**

Plant operational data since the data collected for the FEB Alternatives Development and Evaluation Technical Memorandum will be collected and influent wastewater flow fluctuations and flow patterns will be identified including the maximum hourly and daily hydraulic loads to the biological treatment process. This data will be analyzed to confirm the duration and amplitudes of the peaking factors for the solids, organic and flow loads to the secondary treatment process that was previously evaluated.

**Deliverable:** The deliverable associated with this work task include:

- Tabular and graphical data of the hydraulic loads to the treatment plant with maximum hourly and daily hydraulic loads to the biological treatment process

**Task 1c – Meetings and Workshops**

The Engineer will attend project progress meetings throughout the design of the facilities. These meetings will be attended by the Engineer's key team members necessary to conduct the meeting, present technical information, and to answer questions.



The following project meetings are anticipated:

- Kickoff Meeting
- Seven (7) Progress Meetings
- Basis of Design Report Review Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting
- 100% Design Review Meeting

**Deliverables:** Deliverables associated with this work task include:

- Meeting agenda
- Summary of Meeting/Workshop Notes (includes meeting presentation materials)

#### **Task 1d – Basis of Design Memorandum**

Consultant shall perform the initial design development and prepare a BOD Memorandum to document technical and engineering decisions, which are then used as the basis for development of detailed design documents. The BOD Memorandum will serve as a record of the decisions made during the preliminary design and provide the basis for detailed design.

#### **Basis of Design Memorandum Outline:**

- I. General
  - a. Background and Purpose
  - b. General Facilities Description
  - c. Design Criteria
  - d. Codes and Standards
- II. Flow Equalization Basin
  - a. Basic System Description
    - i. Process Description including an Overall Process Flow Diagram
    - ii. System Hydraulics
    - iii. Site Plan
  - b. Site and Civil Design
    - i. Roads, driveways and parking
    - ii. Site Grading
    - iii. Stormwater
    - iv. Yard Piping
    - v. Existing and New Site Plan
    - vi. Existing and New Yard Piping Drawing
  - c. Structural Design
    - i. Basins (foundation, floor, walls and roof)
    - ii. Valve Vault (foundation, floor, and walls)
    - iii. Access Ramp
    - iv. Equipment and Piping Supports
    - v. Foundations (electrical structure, odor control system & miscellaneous equipment)
    - vi. Structural Calculations
    - vii. Overall Longitudinal and Latitudinal Sections through FEB

- d. Process and Mechanical Design
    - i. Piping System
    - ii. Valves and Gates
    - iii. Basin Mixing and Aeration System
  - e. Odor Control Design
    - i. Odor Control Equipment and Systems
    - ii. Ductwork System
    - iii. Odor Control Process Flow Diagram
  - f. Electrical Design
    - i. Power Systems and Distribution including One Line Diagram
    - ii. Instrumentation and Control overall P&ID Diagram
    - iii. Electrical Structure Systems and Details
    - iv. Communications
  - g. Safety
- III. Cost and Schedule
- a. Opinion of Probable Construction Costs
  - b. Opinion of Probable Operation and Maintenance Costs
  - c. Preliminary Construction Schedule
- IV. Final Deliverables
- a. Plans
  - b. Specifications
  - c. Construction Schedule
  - d. Opinion of Probable Construction Cost
- V. Appendices
- a. Opinion of Probable Construction Cost Estimate and
  - b. Preliminary Construction Schedule
  - c. Hydraulic Computations and Graphs
  - d. Meeting Notes
  - e. 30% Design Drawings as defined above.

**Deliverable:** Deliverable associated with this work task include:

- Basis of Design Memorandum with Appendices (PDF format)

## **TASK 2 – DETAILED ENGINEERING SERVICES**

### **Task 2a – Detailed Design Drawings**

The Engineer shall prepare the following:

- Contract Documents
- Prepare plans to bid and construct facilities as recommended in the Basis of Design Memorandum, and as directed by the CNLV.

Design includes: Design Criteria, Site Plan, Grading Plans, Yard Piping, Civil, Structural, Mechanical, Electrical, and Instrumentation and Control.

- **Codes and Standards**  
Prepare plans and specifications in accordance with the latest editions of the pertinent codes and regulations, as adopted by the CNLV.
- **Design Compliance to Standards Certification**  
Provide Design Compliance to Standards Certification.
- **Format**  
Design drawings shall prepared and submitted in accordance with CNLV project CAD standards. The design plans will be set up on a 22" x 34" standard ANSI plan size template with CNLV title block. Document drawings to show the CNLV Project # and Project Name under the project name on every drawing.

### **Task 2b – Detailed Design Specifications**

The Engineer shall prepare the following:

- **Specifications**  
Prepare specifications in CSI 2010 format including CNLV's standard specifications, where applicable. Prepare Specifications, to show the CNLV Project # and Project Name as a foot note on each page of the Specifications.
- **Codes and Standards**  
Prepare plans and specifications in accordance with the latest editions of the pertinent codes and regulations, as adopted by the CNLV.

**Deliverables:** Deliverables associated with this work task include:

- 60% Detailed Design Documents – plans and specifications (PDF format) and cost opinion.
- 90% Detailed Design Documents – plans and specifications (PDF format) and cost opinion.
- 100% Detailed Design Documents – plans and specifications (PDF format) and cost opinion.
- Bid Documents – plans and specifications (PDF format) and Cost opinion.

## **TASK 3 – GEOTECHNICAL INVESTIGATIONS AND SITE SURVEY SERVICES**

### **Task 3a – Geotechnical Investigations**

The Engineer shall provide geotechnical engineering services;

Prepare and submit to the CNLV a GIS Subsurface Exploration Metadata spreadsheet within two (2) weeks of field data collection. This contract includes five (5) borings (four at 50 feet depth and one at 25 feet depth).

**Deliverables:** The deliverables associated with this work task include:

- GIS Subsurface Exploration Metadata Spreadsheet
- Draft Geotechnical Report
- Final Geotechnical Report

**Task 3b – Site Survey and Subsurface Utility Engineering (SUE)**

Establish survey controls (horizontal and vertical), provide 1-foot contours, and utility location field surveys. Horizontal survey control to be based on Nevada 1983 State Plane, East Sone; and vertical control based on NAVD 1968.

The Engineer shall contract SUE to determine utility locations and depths along pipeline alignment. This contract assumes up to four (4) potholes will be provided.

**Deliverables:** The deliverables associated with this work task include:

- Site Survey CAD file
- SUE pothole information

**TASK 4 – QUALITY CONTROL SERVICES**

The Engineer will institute and maintain quality control (QC) activities throughout the entire project. The purpose of the QC activities will be to perform checks and reviews as necessary on the work in progress and at completion. These activities are done to verify that the Design conforms to the requirements of the agreement, published codes, good design standards, and regulatory agency requirements. The intent is to provide the necessary checks and balances between completing the work and getting the work done correctly. This activity will be founded upon the Engineer's internal QC procedures and performed by the Project Director and others not directly associated with the design. Generally, the Engineer's QC reviews will be done in advance of scheduled milestone reviews by the City.

This work activity will be comprised of the following subtasks:

- Draft and Final FEB Basis of Design Memorandum QC Review.
- Draft and Final FEB 60% Design QC Review.
- Draft and Final FEB 90% Design QC Review.
- Draft and Final FEB 100% Design QC Review.

The Engineer's QC team's review comments will be compiled and forwarded to the Engineer's Project Manager for appropriate action. Required changes will be incorporated into the Design prior to submittal to the City for their review.

**Deliverables:** The deliverables associated with this work task include:

- Draft FEB Basis of Design Report QC Review Documentation
- Draft FEB 60% Design QC Review Documentation
- Draft FEB 90% Design QC Review Documentation
- Final FEB 100% Design QC Review Documentation

**TASK 5 – CONSTRUCTION COST OPINION**

The Engineer shall prepare construction cost estimates (opinions of probable cost) for Basis of Design Memorandum, 60%, 90% 100% Detailed Design and Bid Document Submittals.

**Deliverables:** The deliverables associated with this work task include:

- BOD Memorandum Cost Opinion (PDF format)
- 60% Cost Opinion (PDF format)
- 90% Cost Opinion (PDF format)

- 100% Cost Opinion (PDF format)
- Bid Document Cost Opinion (PDF format)

## **TASK 6 – PROJECT MANAGEMENT SERVICES**

The Engineer will provide overall Project Management and coordination of the project, which consists of the administrative tasks necessary to maintain the overall project budget and schedule through the preparation and assembly of the task deliverables.

### **Task 6a – Project Performance Plan**

This task consists of developing a detailed Project Performance Plan (PPP) that will define and identify each of the tasks required to complete the professional services described in the agreed upon scope of services including a project organization chart, project contact information, project schedule with milestone completion dates, and cash flow projections outlining the probable monthly expenditures.

**Deliverables:** The deliverables associated with this work task include:

- Draft Project Performance Plan
- Final Project Performance Plan

### **Task 6b – Project Reporting**

The Engineer will provide the City with a monthly project status report that will include descriptions of work that took place during the past month, budget status and an updated project schedule based on actual project progress completed to date. It is assumed that the Flow Equalization Basin (FEB) Design Services will take approximately eight (8) months to complete.

**Deliverable:** The deliverables associated with this work task include:

- Monthly Progress Status Reports

### **Task 6c – Meetings**

The Engineer will attend project progress meetings throughout the completion of the design of the facilities. These meetings will be attended by the Engineer's key team members necessary to conduct the meeting, present technical information, and to answer questions.

The following project meetings are anticipated:

- Kickoff Meeting
- Eight (8) Progress Meetings
- Basis of Design Memorandum Review Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting
- 100% Design Review Meeting

**Deliverables:** Deliverables associated with this work task include:

- Draft and Final Kick-Off Meeting Agenda and Meeting Notes
- Draft and Final Progress Meeting Agendas and Meeting Notes
- Draft and Final Basis of Design Memorandum Review Meeting Agenda and Notes
- Draft and Final 60% Design Review Meeting Agenda and Notes
- Draft and Final 90% Design Review Meeting Agenda and Notes

- Draft and Final 100% Design Review Meeting Agenda and Notes

**Task 6d – Schedule and Progress Reporting**

The Engineer shall prepare and provide schedule and progress reports for each monthly project status meeting.

**Task 6e – Opinion of Probable Construction Cost**

The Engineer shall prepare opinion of probable construction cost for Basis of Design Memorandum, 60%, 90%, and 100% Detailed Design and Bid Document Submittals.

**Task 6f – Project Coordination**

The Engineer shall perform project coordination for all activities internal to Consultant Design Team, including sub-consultants. The Engineer shall maintain a project correspondence log.

**Task 6g – Invoicing**

The Engineer shall provide invoices in accordance with the requirements stated within the Agreement and the City of North Las Vegas standards. All tasks are performed on a lump sum basis.

**TASK 7 – BID SERVICES****Task 7a – Bidding Phase Support Services**

Upon receipt of written authorization by the City, the Engineer shall perform the following tasks:

- Pre-Bid Conference

The Engineer shall attend and provide technical support at one pre-bid conference to be held at the City offices.

**Deliverable:** The deliverable associated with this work task include:

- No deliverables associated with this task.

- Coordination/Clarifications

The Engineer shall interpret and provide written responses, figures and/or revised drawings to address requests from the City for technical clarifications on construction contract documents during the bid period.

**Deliverable:** The deliverables associated with this work task include:

- Provide written responses to requests from the City on technical clarifications on the construction contract documents.

- Addenda Preparation

The Engineer shall prepare addenda to the construction documents as requested by the City. The City will sign and issue addenda to the plan holders.

**Deliverables:** The deliverables associated with this work task include:

- Submit written addenda.

- Bid Report

Tabulate bids and prepare bid report, including checking the references of the two lowest responsive and responsible bidders.

**Deliverable:** The deliverable associated with this work task include:

- Submit draft and final bid report.
- Conformed Plans and Specifications

The Engineer shall prepare a conformed set of drawings and specifications for convenience of use during construction phase incorporating all addend and charges addressed during the Bidding Phase and provide reproducible copies to the City.

**Deliverables:** The deliverables associated with this work task include:

- Two (2) copies of full scale plans (22"x34") and one (1) electronic copy (PDF).
- Two (2) sets of conformed specifications and one (1) electronic copy (PDF).

## **TASK 8 – OFFICE CONSTRUCTION MANAGEMENT SUPPORT SERVICES**

### **Task 8a – Submittals**

The Engineer shall review up to five hundred (500) civil, electrical, structural, architectural, civil site or instrumentation and control shop drawings, product submittals, and/or O&M manuals for compliance with the design intent as expressed in the contract documents.

Costs associated with review of third and subsequent submittals shall be invoiced separately from the other tasks. Costs associated with review of third and subsequent submittals are not included in the compensation set forth in this AGREEMENT for Professional Engineering Services and shall be compensated for as additional services.

**Deliverables:** The deliverables associated with this work task include:

- Reviewed and approved submittals

### **Task 8b – Site Visits and Progress Meetings**

The Engineer shall visit the site on a bi-weekly basis to attend progress meetings, inspect project, or as requested by CNLV, for up to eighteen (18) four (4) hour visits during construction. Progress meetings will be attended by up to 2 project team members.

**Deliverables:** The deliverables associated with this work task include:

- Observation reports for each site visit.

### **Task 8c – Contractor's Request for Information and Clarifications**

Respond to Contractor's Request for Information (RFIs) and clarifications and provide recommendations to CNLV for disposition for up to fifty (50) civil, electrical, structural, architectural, civil site or instrumentation and control RFIs.

**Deliverables:** The deliverables associated with this work task include:

- Up to fifty (50) requests for information and clarifications.

## **PROJECT SCHEDULE**

The proposed project schedule is attached. The recommended eight (8) tasks can be completed within 10 months or 221 work days. Sufficient project time as been allotted for CNLV staff to review the identified project deliverables prior to any milestone deliverable.

#### ENGINEER'S COMPENSATION

We propose to provide the above-described scope of services for Lump Sum fee of \$810,870 and propose the following breakdown of each task:

Tasks	Fee
Task 1 – Planning and Conceptual Design	\$ 81,965
Task 2 – Design Engineering Services	\$433,385
Task 3 – Geotechnical Investigations and Site Survey	\$ 34,600
Task 4 – Quality Control	\$ 25,337
Task 5 – Construction Cost Opinion	\$ 41,820
Task 6 – Project Management	\$ 31,125
Task 7 – Bid Services	\$ 23,518
Task 8 – Office Construction Management Support Services	<u>\$139,120</u>
Lump Sum Total	\$810,870



**PROFESSIONAL ENGINEERING SERVICES AGREEMENT****FOR THE  
CNLV WATER RECLAMATION FACILITY  
EQUALIZATION BASIN DESIGN****EXHIBIT A-1  
SUPPLEMENTAL SERVICES****INTRODUCTION**

The CONSULTANT shall provide Supplemental Services directly related to the Project when requested and authorized in writing to do so by the CITY. Compensation for Supplemental Services shall be made pursuant to Section VIII, B1(b). The fee schedule included as Exhibit "B" shall be in effect for the duration of the Project. Supplemental Services of the CONSULTANT may include any, or all of the following:

**SS 1.0 Additional Mapping and Survey Services**

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

- Provide additional mapping and survey services that include additional items not covered in this Agreement.

**SS 2.0 Additional Soil Exploration/Testing**

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

- Perform, or perform through Subconsultant, supplemental soil exploration and/or testing determined during the design process to be essential to address unanticipated problematic subsurface soils and geologic conditions. This work shall include amending the geotechnical report to include a description of the problem, additional field exploration program performed, testing done, test results, and recommendations for design and construction.

**SS 3.0 Supplemental Utility Potholing**

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

- Perform, or perform through a Subconsultant, supplemental potholing in addition to the work specified in Task 4 of Exhibit A. This work may be determined to be essential to verify the horizontal and vertical location of underground utilities. Vacuum excavation technique is the preferred method to be utilized in paved areas. This work shall include obtaining all permits, traffic control, backfilling, compaction and pavement restoration. The CONSULTANT will provide survey services for additional potholing based on semi-permanent markers (hubs/rebars) set by the CONSULTANT during field explorations.

**SS 4.0 Right-of-Way Engineering**

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

- Provide or obtain additional title reports that are not provided by the CITY; the title report shall include: property acquisition parcel maps, legal descriptions and right-of-way plans relating to property ownership and acquisition.

**SS 5.0 Presentations at Public Workshops and Public Meetings**

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

- Assist CITY with presentations to the City Council, City Planning Commission, and/or Public Information Meetings in addition to the work in Exhibit A.
- Prepare graphics, and presentation materials as required for agenda in addition to the work specified in Exhibit A.
- Attend public meetings or make formal presentations in criteria in addition to the work specified in Exhibit A.

**SS 6.0 Meetings/Site Visits**

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

- Attend additional progress or coordination meetings in excess of the quantities specified in Task 1 of Exhibit A.
- Perform a special site visit requested by the CITY.

**SS 7.0 CADD Support**

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

- Provide CADD support at the direction of the CITY to supplement CITY staff.

**SS 8.0 Additional Design Services**

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

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

**SS 9.0 Sewer and Water Design**

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

- Provide additional engineering design services for the sewer and water facilities not directly related to the Project alignment

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR THE  
CITY OF NORTH LAS VEGAS WATER RECLAMATION FACILITY  
EQUALIZATION BASIN DESIGN SERVICES**

**EXHIBIT B**

**Fee Schedule for Greeley and Hansen**

<b>Fee Schedule for Greeley and Hansen</b>	
<b>PRINCIPAL</b>	<b>\$210/hour</b>
<b>PROJECT MANAGER</b>	<b>\$198/hour</b>
<b>LEAD ELEC AND I&amp;C PROFESSIONAL</b>	<b>\$190/hour</b>
<b>STAFF ELEC AND I&amp;C ENGINEER</b>	<b>\$140/hour</b>
<b>STAFF C/S ENGINEER</b>	<b>\$140/hour</b>
<b>DESIGNER</b>	<b>\$120/hour</b>

**Fee Schedule for Lochsa Engineering**

<b>Fee Schedule for Lochsa Engineering</b>	
<b>PROJECT DIRECTOR</b>	<b>\$ 221/hour</b>
<b>PROJECT STRUCTURAL ENGINEER</b>	<b>\$ 154/hour</b>
<b>CAD DESIGNER</b>	<b>\$ 120/hour</b>

**Fee Schedule for Ninyo and Moore**

<b>Fee Schedule for Ninyo and Moore</b>	
<b>PROJECT DIRECTOR</b>	<b>\$ 180/hour</b>
<b>PROJECT GEOTECHNICAL ENGINEER</b>	<b>\$ 150/hour</b>
<b>STAFF GEOTECHNICAL ENGINEER</b>	<b>\$ 135/hour</b>
<b>OFFICE ADMINISTRATOR</b>	<b>\$ 75/hour</b>

**Fee Schedule for VTN**

<b>Fee Schedule for VTN</b>	
<b>PROJECT DIRECTOR</b>	<b>\$ 220/hour</b>
<b>PROJECT CIVIL ENGINEER</b>	<b>\$ 155/hour</b>
<b>STAFF C/S ENGINEER</b>	<b>\$ 135/hour</b>
<b>CAD DESIGNER</b>	<b>\$ 120/hour</b>
<b>2-MAN SURVEY CREW</b>	<b>\$ 225/hour</b>
<b>OFFICE ADMINISTRATOR</b>	<b>\$ 75/hour</b>

\*The individual hourly rates include salary costs, overhead, administration, and profit. Direct expenses (non-salary costs such as materials) and Subconsultant cost shall be billed at cost with no mark-up.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**FOR THE**

**CITY OF NORTH LAS VEGAS WATER RECLAMATION FACILITY**

**EQUALIZATION BASIN DESIGN SERVICES**

**EXHIBIT C**

**PROJECT SCHEDULE**

## Equalization Basin Design Services

ID	Task Name	Qtr 2, 2021		Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022		
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1	<b>CNLV EQ Basin Project</b>											
2	Notice to Proceed											
3	<b>TASK 1- Field Investigation and Basis of Design</b>											
4	Task 1a- Field Investigations											
5	CNLV Existing Utilities - Receive Records											
6	Task 1b - System Development and Evaluation											
7	Task 1c - Meetings and Workshops											
8	Task 1d - Basis of Design Report											
9	Report Development											
10	GH QA/QC											
11	Submit Draft Report to City											
12	City Review											
13	Preliminary Engineering Review Meeting											
14	Incorporate City Comments											
15	Submit Final Report to City											
16	<b>Prepare Drainage Study</b>											
17	Field Review and Existing Conditions											
18	Hydraulic Calculations											
19	Complete Drainage Study											
20	<b>TASK 2- Design Engineering Services</b>											
21	Task 2a - Detailed Design Drawings											
22	60% Design Documents											
23	Submittal Preparation											
24	GH QA/QC											
25	Submit 60% to City											
26	City Review											
27	60% Submittal Review Meeting											
28	Incorporate City Comments into 90%											
29	90% Design Documents											
30	Submittal Preparation											
31	GH QA/QC											
32	Submit 90% to City											
33	City Review											
34	90% Submittal Review Meeting											
35	Incorporate City Comments into 100%											
36	100% Design Documents											
37	Submittal Preparation											
38	GH QA/QC											
39	Submit 100% to City											
40	City Review											
41	100% Submittal Review Meeting											
42	Incorporate City Comments into Final											
43	Bid Documents											
44	Document Preparation											
45	Signatures											
46	Submit Bidding Documents to City											
47	<b>Task 2b - Detailed Design Specifications</b>											
48	60% Design Documents											
49	90% Design Documents											
50	100% Design Documents											
51	Bid Documents											

Project: Project Schedule

Date: Thu 5/16/19

Task

Split

Milestone





Summary

# Equalization Basin Design Services

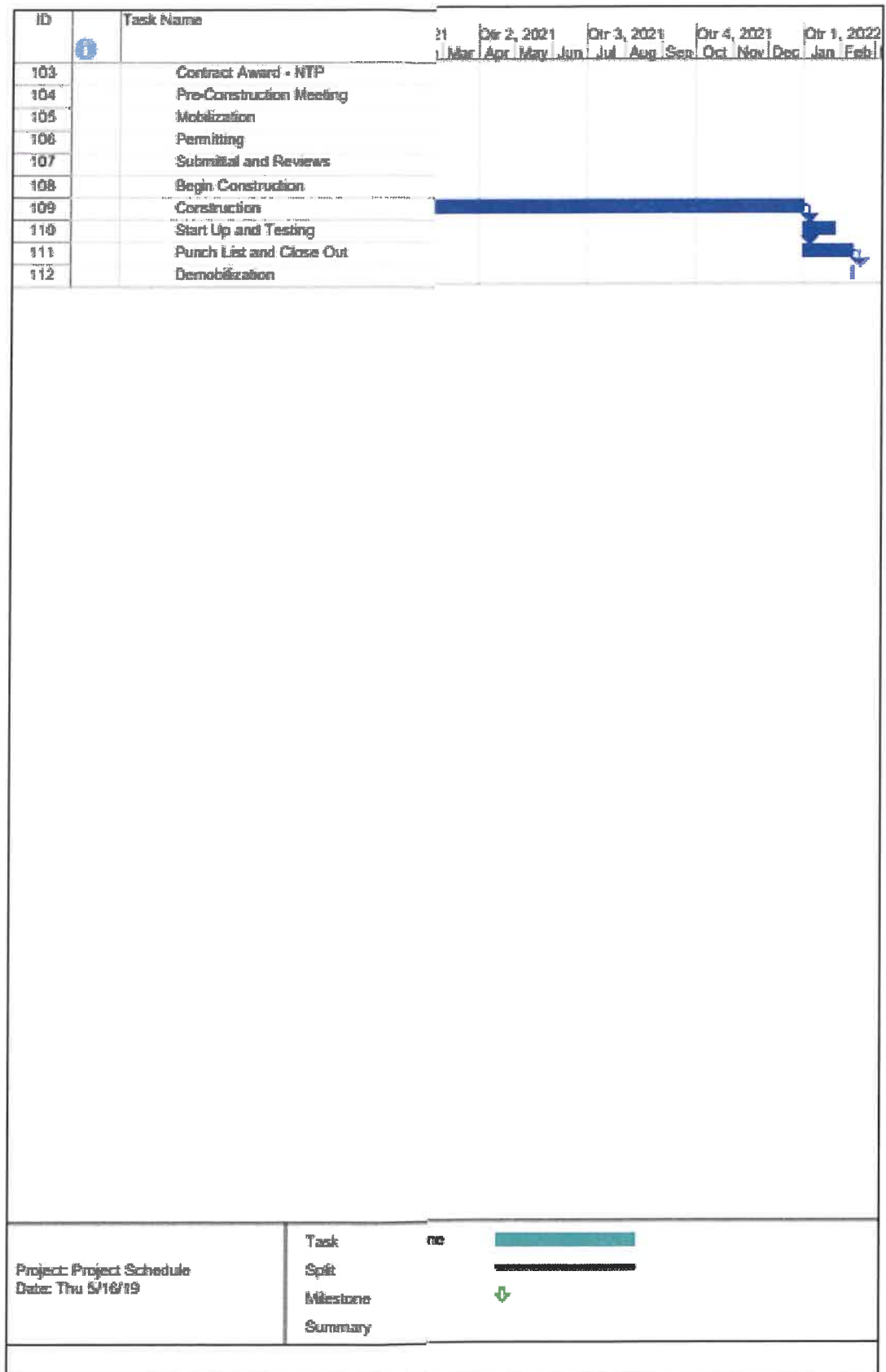
ID	Task Name	21	Qtr 2, 2021				Qtr 3, 2021				Qtr 4, 2021				Qtr 1, 2022			
		1	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
52	<b>TASK 3 - Geotechnical Investigation and S</b>																	
53	Task 3a - Geotechnical Investigations																	
54	Site Investigations																	
55	Draft Geotechnical Report																	
56	City Review																	
57	Final Geotechnical Report																	
58	<b>Task 3b - Site Survey Services</b>																	
59	Prepare Site Survey																	
60	Complete SUE																	
61	<b>TASK 4 - Quality Control</b>																	
62	QA/QC BODR																	
63	QA/QC 60% Design Documents																	
64	QA/QC 90% Design Documents																	
65	QA/QC 100% Design Documents																	
66	<b>TASK 5 - Construction Cost Opinion</b>																	
67	BODR Cost Opinion																	
68	60% Cost Opinion																	
69	90% Cost Opinion																	
70	100% Cost Opinion																	
71	Bid Document Cost Opinion																	
72	<b>TASK 6 - Project Management</b>																	
73	Task 6a - Project Performance Plan																	
74	Task 6b - Project Reporting																	
75	Task 6c - Meetings																	
76	Kick-Off Meeting																	
77	Progress Meetings																	
78	BODR Review Meeting																	
79	60% Design Review Meeting																	
80	90% Design Review Meeting																	
81	100% Design Review Meeting																	
82	Task 6d - Schedule and Progress Reportin																	
83	Task 6e - Construction Cost Estimates																	
84	Task 6f - Project Coordination																	
85	Task 6g - Invoicing																	
86	<b>TASK 7 - Environmental Assessment Deve</b>																	
87	Agency Kick-off Meeting																	
88	Biological and Cultural Resources Survey																	
89	Draft Environmental Assessment																	
90	Agency Review																	
91	Final Environmental Assessment																	
92	Agency Review - FONSI																	
93	<b>TASK 8 - Bid Services</b>																	
94	Advertise Project																	
95	Pre-Bid Conference																	
96	Coordination/Clarifications																	
97	Addenda Preparation																	
98	Bid Opening																	
99	Bid Report																	
100	Conformed Plans and Specifications																	
101	<b>TASK 9 - Office CM Services</b>																	
102	City Procurement Period																	

Project: Project Schedule  
Date: Thu 5/16/19

Task  
Split  
Milestone  
Summary

Equalization Basin Design Services





## BUSINESS LICENSE

City of North Las Vegas  
2250 Las Vegas Boulevard North, Suite 110  
North Las Vegas, NV 89030

Mailing Address:

GREELEY AND HANSEN LLC  
1120 N TOWN CENTER DRIVE  
STE 120  
LAS VEGAS, NV 89144

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:

License Number: 112324      Period Ending: 11/30/2019

Type of License: LD02 PRO SERVICES-LAN DEV (NOT T

Business Location: GREELEY AND HANSEN LLC  
1120 N TOWN CENTER DRIVE  
STE 120  
LAS VEGAS, NV 89144

Owner/Principal(s) GREELEY AND HANSEN LLC

*Your Community of Choice*

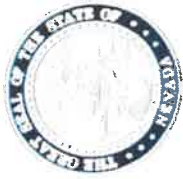
This license is **not** transferable  
POST IN A CONSPICUOUS PLACE



Alfredo Melesio, Jr.

Director  
Land Development & Community Services

# State of Nevada



## Board of Professional Engineers and Land Surveyors

This is to certify that

**Darla Jean Guerrero**

having given satisfactory evidence of the necessary qualifications, as required by the Act of the Legislature of June 1, 1919, and amendments thereto, has been duly licensed and is hereby authorized to practice as a

**Professional Engineer  
Civil**

In the State of Nevada, In Testimony Whereof, Witness the signatures of the Members and Executive Director of the Board under the Seal of the Board.



Attest:

Certificate No. **23623**

Effective as of the **25th** day

of **September 2015**

*[Signature]*  
DIRECTOR

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
CHAIRMAN

# BUSINESS LICENSE

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

Mailing Address:

**GREELEY AND HANSEN LLC  
100 S WACKER DR DR STE 1400  
CHICAGO, IL 60606**

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: **BL112324**                      Expiration Date: **11/30/2023**

Type of License: **PROFESSIONALS**

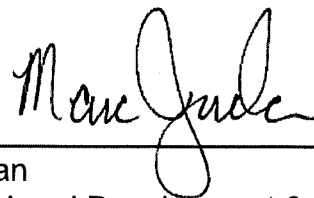
Classification: **PRO SERVICES - LAND DEVELOPMENT**

Business Location: **GREELEY AND HANSEN LLC  
1120 N TOWN CENTER DR STE 260  
LAS VEGAS, NV 89144**

Owner/Principal(s): **GREELEY AND HANSEN LLC**

CITY OF  
NORTH LAS VEGAS

*Your Community of Choice*



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Marc Jordan  
Director of Land Development & Community  
Services

This license is not transferable  
POST IN A CONSPICUOUS PLACE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

1/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C. No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>	<b>FAX</b> (A/C. No):
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance Company		16535
<b>INSURER B:</b> Travelers Property Casualty Company of America		25674
<b>INSURER C:</b> Aspen Specialty Insurance Company		10717
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 19301257**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>SEVERABILITY</b> <input checked="" type="checkbox"/> <b>CLAUSE</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO 3021088	1/1/2023	11/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 3021090	1/1/2023	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	CUP-9T661090	1/1/2023	11/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 3021089	1/1/2023	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>PROFESSIONAL LIABILITY</b>	N	N	LR00JUH22	1/1/2023	11/1/2023	\$15,000,000 PER CLAIM; \$15,000,000 ANNUAL AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROFESSIONAL ENGINEERING SERVICES FOR THE CNLV WRF FLOW EQUALIZATION BASIN DESIGN PROJECT. CITY OF NORTH LAS VEGAS, A NEVADA MUNICIPAL CORPORATION, ITS OFFICERS, AGENTS, SERVANTS & EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION** See Attachment**19301257**NORTH LAS VEGAS, CITY OF  
2250 LAS VEGAS BOULEVARD, NORTH, SUITE 610  
NORTH LAS VEGAS NV 89030-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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	GREELEY AND HANSEN		
	PROFESSIONAL LIABILITY		
	1/1/2023 - 11/1/2023		
	\$15,000,000 PER CLAIM / \$15,000,000 AGGREGATE		
PRIMARY PROFESSIONAL LIABILITY	ASPEN SPECIALTY INSURANCE COMPANY	100%	LR00JUH22
EXCESS PROFESSIONAL LIABILITY	LLOYD'S OF LONDON	50%	GLOPR2302165
	STARR SURPLUS LINES INSURANCE CO	30%	1000633900212
	ALLIED WORLD SURPLUS LINES INSURANCE COMPANY	20%	0313-6010