
**PROFESSIONAL ENGINEERING CONSTRUCTION MANAGEMENT SERVICES
AGREEMENT FOR THE
SLOAN CHANNEL RCB REPAIR**

This Professional Engineering Construction Management Services Agreement for the Sloan Channel RCB Repair Project, as such may be modified, amended, or supplemented (the "Agreement") is made and entered into as of the ____ day of _____, 2023, by and between the City of North Las Vegas, a Nevada municipal corporation, (the "City"), and Diversified Consulting Services, a Nevada corporation, (hereinafter referred to as "Consultant").

RECITALS:

1. The City intends install an impervious pipe liner in an existing above ground precast 4 ft. x 4 ft. box culvert along the Sloan Channel from the City's Water Reclamation Facility (WRF) to the Sloan Channel's confluence with the Las Vegas Wash and construct an overflow structure at the WRF (hereinafter referred to as the "Improvements").
2. The City desires to obtain quality professional services of the Consultant to perform Construction Management, Inspections and Quality Assurance Services (hereinafter referred to as the "Project") for construction of the Improvements.
3. The Consultant's scope of service and compensation have been arrived at after meaningful negotiations between the City and the Consultant.

NOW, THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Sections I through XII hereof.

SECTION I - RESPONSIBILITY OF CONSULTANT

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

- A. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Consultant, by Consultant's subconsultants, and by any of the principals, officers, employees, and agents of Consultant or any subconsultant under this Agreement. In performing these services, Consultant shall follow practices consistent with generally accepted professional standards of care for the profession of the services provided to the City pursuant to this Agreement. The Consultant shall, without additional compensation, promptly correct and revise any errors or deficiencies in its design, drawings, specifications, reports and other services, or in any portion of the Project performed by subconsultants. The City's review or comment, approval, acceptance, or payment for any of the Consultant's documents, products or services shall not be construed to operate as a waiver of any rights the City has under this Agreement or of any cause of action arising out of the performance of this Agreement, and shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of all work delivered under this Agreement. The Consultant shall remain liable to the City for any damages caused by negligent acts or omissions by Consultant or its agents in the performance of the Agreement.

- B. Consultant shall assign Jeffrey Radke, P.E. whose license number is 016036 as the Principal-in-Charge ("Principal-in-Charge") and Tanner Hartranft, P.E. whose license number is 020650 as the Project Manager ("Project Manager"). All of the services specified by this Agreement shall be performed by the Project Manager, or by Consultant's associates, employees and subconsultants under the personal supervision of the Project Manager. Should the Principal-in-Charge or the Project Manager be unable to complete his or her responsibility for any reason, the Consultant shall notify the City in writing, and within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within ten (10) calendar days.
- C. In accordance with NRS 338.140, the Consultant shall not produce a design and/or specification for the Project which would limit the bidding, directly or indirectly, to any one specific concern unless a unique or novel product application is required to be used in the public interest, or only one brand or trade name is known to the City. The City shall be notified of and must pre-approve any sole source proposals.
- D. Consultant and any subconsultant shall furnish City with a preliminary draft of any proposed correspondence to any federal, state or other regulatory agency for the City's review and approval at least seven (7) calendar days prior to mailing such correspondence.
- E. The Consultant agrees that its officers, partners, employees, and subconsultants will cooperate with the City in the performance of services under this Agreement and will be available for consultation with City at such reasonable times with advance notice as to not conflict with other responsibilities.

SECTION II - RESPONSIBILITY OF CITY

- A. The City will cooperate with Consultant in the performance of services under this Agreement and will be available for consultation with Consultant at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services to be performed by Consultant under this Agreement are subject to periodic review by the City. For those documents submitted to the City by the Consultant with regard to the Project, the City will examine and respond in writing to the Consultant within twenty-one (21) calendar days of receipt of such documents. It is understood that City comments upon review of the Consultant's documents do not relieve Consultant from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- C. The City shall assemble selected data and information related to the Project and provide same to the Consultant on or prior to the kick-off meeting. The data and information to be provided by the City is identified as follows:

- 1. Construction Documents for the Improvements.

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. Completing the competitive bidding procedures for public works projects.

SECTION III - SCOPE OF SERVICES

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

SECTION IV - CHANGES TO SCOPE OF SERVICES

- A. The City may at any time, but only by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause a significant increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, the Parties shall formally amend this Agreement. Any claim of Consultant for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the Consultant of notification of changes by the City, or such claim shall be deemed waived by Consultant and Consultant will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder.
- B. No additional compensation shall be paid, and no increase in the time of performance shall be awarded, to the Consultant for changes in scope of work without the prior written authorization of the City to proceed with such changes.
- C. No additional compensation shall be paid to Consultant for additional costs or delay due to the negligence or intentional acts of Consultant or any subconsultant or any of the officers, employees, or agents of Consultant or any subconsultant.

SECTION V - SUPPLEMENTAL SERVICES OF CONSULTANT

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

SECTION VI - SUBCONSULTANTS

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

- A. Consultant agrees to pay the subconsultant when Consultant is paid for the subconsultant's portion of the work by the City and, upon written request by the City, to obtain and provide to City lien releases from the subconsultant for such payment.
- B. The subconsultant does not have any rights against the City.

- C. The subconsultant agrees to be bound by all terms, conditions and obligations of the Consultant under this Agreement. Consultant shall provide a copy of this Agreement to each subconsultant.
- D. City has the right in its reasonable discretion to approve every subconsultant prior to such subconsultant's performance of any portion of the Project.
- E. The term "subconsultant" as used herein, also means a sub-subconsultant.
- F. Unless otherwise approved in writing by the City, the subconsultant shall obtain and maintain professional liability insurance in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION VII - TERM OF AGREEMENT

This Agreement commences upon the date this Agreement is approved by the City in a formal City Council proceeding and shall end two (2) years after the date the City makes final payment to the Consultant for services rendered under this Agreement, unless this Agreement is terminated by the City.

SECTION VIII - COMPENSATION AND TERMS OF PAYMENT

A. TOTAL COMPENSATION

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

<u>Basic Services</u>	<u>Time & Material Amount</u>
Pre-Construction, Construction, and Post Construction Services	\$909,340.00
	Subtotal \$909,340.00
	<u>Time & Material Amount</u>
Supplemental Services	Not-to-exceed \$40,000.00
GRAND TOTAL	Not-to-Exceed \$949,340.00

B. TERMS OF PAYMENT

- 1. Subject to the City's right to dispute any charges, the City shall make monthly progress payments to the Consultant for services performed as follows:
 - (a) With respect to payments for Basic Services, the City shall make progress payments for completed Basic Services on a Time and Material basis as set forth in Section VIII.A.1 above and in accordance with the Fee Schedule provided in Exhibit "B."
 - (b) With respect to Supplemental Services that are authorized in writing by the City's representative, the City shall make progress payments for completed

Supplemental Services on a Time and Material basis in accordance with the Fee Schedule provided in Exhibit "B".

2. Payment to the Consultant under Section VIII.A.1 shall be made within thirty (30) calendar days of the date City receives each invoice provided by the Consultant to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information:
 - (a) With respect to payments for Basic Services, the Consultant shall prepare and submit to the City a written invoice of costs for the work completed during the invoice period. The invoice amount shall be determined on a Time and Material basis as set forth in Section VIII.A.1 above and in accordance with the Fee Schedule provided in Exhibit "B". The invoice shall be supported by backup documentation detailing labor costs and other expenses directly related to the authorized work and a written summary of the various tasks worked on during the invoice period.
 - (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. The books, records and other documents pursuant to paragraph "A" above shall be maintained and made available during performance under this Agreement and until three (3) years from date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim, or exception. This Section X.D. shall survive the completion of the Project and the termination or expiration of this Agreement.
- E. Public Records Act. Pursuant to NRS 239.010, each and every document provided to the City is a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Consultant for the disclosure of any public record. In any event the City is required to defend an action with regard to a public records request for documents submitted by Consultant, Consultant agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and attorney fees, in any action or liability arising under or because of the Nevada Public Records Act, NRS 239.010. This Section X.E. shall survive the completion of the Project and the termination or expiration of this Agreement.
- F. The Consultant agrees to include language substantially similar to the language of paragraphs "A" through "E" of this section in all Consultant subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.00.

SECTION XI - REPRESENTATIONS

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

- A. Consultant is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.
- B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Consultant will not result in a breach of any instrument to which Consultant is a party or by which Consultant is bound or of any judgment, decree or order of any court or governmental body or any law, rule or regulation applicable to Consultant.
- C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering and performing the same on behalf of Consultant, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Consultant, enforceable in accordance with their respective terms.
- D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution of this Agreement by Consultant.
- E. The Consultant's Project Manager and Principal-in-Charge are each a duly 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 engineer, as the case may be, with the State of Nevada, and such license 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:

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Agreement (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Agreement for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that under this Section XII.D, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written agreement executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

1. Confidentiality. The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

2. Contractual Rights. Notwithstanding the provisions of this Section XII.D, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

E. INSURANCE:

The Consultant shall procure and maintain, and shall cause each subconsultant to procure and maintain, at its own expense, during the entire term of this Agreement, the following insurances:

1. Workers' Compensation Insurance. Such insurance must be provided by an insurance company authorized to provide workers' compensation insurance in Nevada by the Nevada Department of Business and Industry, Division of Insurance. This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease or accident.
2. Comprehensive General Liability. This insurance shall protect the Consultant, its agents and vehicles assigned to the prosecution of work under this Agreement from claims of limits no less than \$1,000,000 for combined single limit per occurrence for bodily injury (including death) and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by the Consultant and any auto used for the performance of services under this Agreement. The Consultant's general liability insurance policies shall be endorsed as to include the City as an additional insured.
3. Professional Liability Insurance (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of the performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in an amount of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for the period of time covered by this Agreement. The Consultant will provide City thirty (30) calendar days' notice in writing of any cancellation of, or material change in, the above described policy.
4. The Consultant's Comprehensive General Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and to waive subrogation against the City, its officers, agents, servants, and employees. The policies shall provide that the City will be given thirty (30) calendar days' notice in writing of any cancellation of, or material change in, the policies.

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. Any deductible or self-insured retention will be the sole responsibility of the Consultant and may not exceed \$100,000 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 set forth in Section XII.E, limits of liability set forth therein, or not in lieu thereof, the Consultant shall:

1. **Claims Not Based Upon or Arising out of Professional Services.** The Consultant shall defend, indemnify, and hold the City, its Mayor, Councilpersons, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnities against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnities pursuant to this Section, unless the Indemnities, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnities shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

2. **Claims Based Upon or Arising out of Professional Services.** The Consultant shall indemnify and hold the Indemnities, harmless from any and all claims

(including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Agreement.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section XII.F., "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the Agreement. This Section XII.F. shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

G. ASSIGNMENT:

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

H. WAIVER:

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

I. DESIGNATION OF REPRESENTATIVE:

The Director of Public Works or the Director's authorized representative is hereby designated as the City's representative with respect to the work to be performed under this Agreement. Said representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to the services of the Consultant.

J. CONSULTANT'S EMPLOYEES:

The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event that Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

K. INDEPENDENT CONTRACTOR:

It is hereby expressly agreed and understood that in the performance of the services provided herein, the Consultant and any other person employed by Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. This Agreement is not intended to create, and shall not be deemed to create, any partnership, joint venture or other similar business arrangement between City and Consultant.

L. APPLICABLE LAW:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

M. COMPLIANCE WITH LAWS:

The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the performance of this Agreement, including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

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

N. PROHIBITION AGAINST CONTINGENT FEES:

The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

O. DISPUTE RESOLUTION:

Disputes concerning standards of performance, time of performance, scope of work, compensation or terms specified in the Agreement shall be resolved in the following manner:

1. The City's representative and the Consultant's Project Manager will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.
2. If any disputes between the Parties remain unresolved after thirty (30) calendar days, the City's representative and the Consultant's Project Manager shall, within fourteen (14) calendar days, prepare a brief, concise written report summarizing the:
 - (a) basis for the dispute,
 - (b) negotiations accomplished and results thereof, and
 - (c) current status of all relevant unresolved issues.

Copies of each written summary shall be exchanged between the City's representative and the Consultant's Project Manager, and provided to the City's Public Works Director and the Consultant's Principal-in-Charge. Within thirty (30) calendar days thereafter, the City's Public Works Director, or his designee, and the Consultant's Principal-in-Charge will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize:

- (a) all issues of dispute,
- (b) the resolutions to resolved issues, and
- (c) unresolved issues, if any.

The written record will be reviewed by the City's Public Works Director or his designee, and the City's Public Works Director or his designee, will render a determination regarding such dispute.

3. If the Consultant disagrees with the determination of the City's Public Works Director, or his designee, the Consultant may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available in law or equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

P. ATTORNEY'S FEES:

In the event any action is commenced by either Party against the other in connection herewith, the prevailing Party shall be entitled to its reasonable costs and expenses, including reasonable attorney's fees, as determined by the court. This Section XII.P shall survive the completion of the Project and the termination or expiration of this Agreement.

Q. SITE INSPECTION:

Consultant represents that Consultant has visited the Project location and is satisfied as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including

reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

R. SEVERABILITY:

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties hereto.

S. AMENDMENTS:

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

T. FINAL INTEGRATION:

This Agreement is fully integrated and constitutes the entire Agreement and understanding between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all other oral and written negotiations, Agreements and understandings of any and every kind relating to the subject matter of this Agreement.

U. CONSTRUCTION:

In the event of any dispute regarding any provision of this Agreement, the terms of this Agreement shall not be construed more strongly against or in favor of either party. The parties acknowledge that each has participated equally in the negotiation and drafting of this Agreement.

V. NOTICE:

Any notice required to be given hereunder shall be deemed to have been given when sent to the party to whom it is directed by personal service, hand delivery or U.S. certified mail, return receipt requested, at the following addresses:

To City: John Fitch, P.E.
City of North Las Vegas
2580 North Betty Lane
Las Vegas, NV 89156
Phone: 702-277-4691
Email: Fitchj@cityofnorthlasvegas.com

To Consultant: Jeffrey M. Radke, P.E.
Diversified Consulting Services
8872 Eastern Ave. Suite 200
Las Vegas, NV 89123
Phone: 702-776-7566
Email: jradke@dcsnv.com

W. HEADINGS:

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

provisions of this Agreement, or to be used in any manner in the interpretation of this Agreement.

X. CONFIDENTIALITY:

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

Y. PUBLIC RECORDS:

Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend and action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section XII.Y shall survive the expiration or early termination of the Agreement.

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

City of North Las Vegas, Nevada
a Nevada municipal corporation

Diversified Consulting Services,
a Nevada corporation

By: _____
Pamela A. Goynes-Brown
Mayor

By: Jeffrey M Radke
Jeffrey Radke, P.E.
Principal

Attest:

By: _____
Jackie Rodgers
City Clerk

Approved as to Form:

By: _____
Micaela Moore
City Attorney

PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FOR THE

SLOAN CHANNEL RCB REPAIR

EXHIBIT "A" SCOPE OF SERVICES

GENERAL

The City requires pre-construction services, construction management services, quality assurance (QA) material testing services, post-construction services, and supplemental services to assist with the construction of the Sloan Channel RCB Repair, as depicted and described in the improvement drawings and construction documents, including addendums thereto for Bid No. 1687, respectively.

The Consultant shall provide qualified professional, technical, and administrative personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The City, at its option, may elect to expand, reduce, modify, or delete the extent of each work element described in this Scope of Services, provided such action does not alter the intent of this Agreement.

The Scope of Services is subdivided into four primary tasks: Pre-Construction Services, Construction Management Services, QA Materials Testing Services, and Post-Construction Services.

The Consultant will be supplementing City staff with a specific scope of services not to exceed the following:

Staffing needs will be reviewed and adjusted periodically by the City as the Improvements progress. The City will provide advance notice of any adjustments.

1. Provide one part-time construction manager responsible for management of the construction project, schedule review, estimating, price analysis, construction inspector oversight, and QA/QC coordination.
2. Provide one full-time construction inspector responsible for inspection of construction activities and for ensuring the project is built to the contract plans and specifications.
3. Provide one part-time administrative staff member responsible for all clerical and office functions.
4. Provide QA materials sampling and testing services to coordinate with the contractor's Quality Control (QC) work as requested by the City. The frequency of sampling and testing of all materials shall be as stated in the construction documents.

Task 1.0 PRE-CONSTRUCTION SERVICES

- 1.01 **Construction Document Review** - Perform a review of the final conformed construction documents to gain a thorough understanding of the Improvements, the proposed construction schedule, milestones, traffic control guidelines, and construction conflicts budget.
- 1.02 **Preconstruction Conference** - Organize and conduct the pre-construction conference prior to the start of any field activities. Prepare minutes of the meeting and distribute to the City, Design Team, Contractor, all attendees, and others as requested by the City.
- 1.03 **Mobilization to Project** - The City's contractor shall be responsible for establishing, supplying, and maintaining their own project field office. The Consultant shall provide all supplies necessary for Consultant forces to perform the work, and not provided by the Contractor.

Task 2.0 CONSTRUCTION MANAGEMENT SERVICES

- 2.01 **Construction Administration Procedures** - Consultant shall organize and record all construction management activities utilizing a document control application or process approved by the City. Consultant shall track the Contractor's requests for clarifications and interpretations of the contract documents; shop drawings, samples, and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications and permits. Consultant shall forward to the Design Consultant for review any requests for clarification or interpretation, shop drawings, samples, or other submittals and coordinate such requests with various City divisions. Consultant shall review the Design Consultant's comments on shop drawings, samples and other submittals, and coordinate and transmit submittals to the Contractor. Consultant shall maintain the following documents at the job site: correspondence files; contract addenda; copy of the contract documents, and progress reports. Consultant shall keep records of the names, addresses, and telephone numbers of the Contractor's and all subcontractor's emergency contact personnel. Consultant shall maintain reports of job site conferences, meetings, and discussions between the City and Contractor.
- 2.02 **Change Order Preparation, Negotiation, and Processing** - Consultant shall establish, implement, and coordinate systems for processing contract change orders; negotiate contract change orders with the Contractor; prepare contract change order documents for execution by the Contractor and City; prepare City Council Agendas and other related correspondence for City review and approval of change orders as required.
- 2.03 **Permits** - Consultant shall verify that all required permits, including building, grading, traffic control, storm water and encroachment permits, have been obtained by the Contractor, and that the conditions of permits are adhered to by the Contractor. Such action by Consultant shall not relieve the Contractor of the responsibility to comply with the provisions of the Contract Documents.

- 2.04 **Construction Schedule** - Consultant shall review the Contractor's construction schedule and updates and verify that the schedule is prepared in accordance with the requirements of the contract documents. Consultant shall require the Contractor to prepare and submit a recovery schedule if progress falls behind schedule. Consultant shall prepare and maintain an approved weekly as-built schedule to track the Contractor's work efforts during construction and provide current schedule information to the City.
- 2.05 **Progress Meetings and Reporting** - Consultant shall conduct weekly progress meetings to be attended by the City, subcontractor, utility companies, outside agencies, and other participants. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of construction progress. Consultant shall prepare and distribute agenda and meeting notes of these meetings to the City, Contractor and other project participants. In addition, Consultant shall provide brief weekly reports to the City, including the necessary documents, to keep the City informed about key issues and status of the Improvements.
- 2.06 **Progress Payments** - Consultant shall review the pay applications submitted by the contractor and determine whether the amount requested reflects the actual work performed by contractor in accordance with the contract documents. The Consultant shall make appropriate adjustments to each payment application and prepare and forward to the City a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage, and actual amounts owed for the current period. The City shall prepare final pay applications and the consultant shall sign final pay application.
- 2.07 **Quality Assurance/Construction Inspection** - The City shall provide construction inspection for the Project. The Consultant shall monitor the quality of construction and assist in guarding the Improvements against defects and deficiencies in the work of the contractor. Consultant shall coordinate inspections with the City to review the work for compliance with the contract documents. Consultant shall reject work and transmit to the City and contractor a notice of nonconforming work when it does not conform to the requirements of the contract documents.
- 2.08 **Reports** - Consultant shall prepare monthly reports in Microsoft Word format to be provided to the City for further distribution to other entities and jurisdictions as necessary. The monthly reports shall contain the monthly progress, quantities installed, schedule update, financial update, submittal, RFI, non-compliance, correspondence logs, progress photographs, and change order information. All monthly reports shall be submitted by the tenth of the following month. Consultant shall prepare any other status reports that may be required during construction.

- 2.09 **Photographs & Video** - Consultant shall provide photographic documentation, both still and video, of Improvements site prior to and during construction. Label and date photographs and maintain log of photographs.
- 2.10 **Contractor's Safety Program** - Consultant shall review the Contractor's safety program for general conformance with the requirements of the specifications.
- 2.11 **Traffic Control and Public Safety** - Consultant shall review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Consultant shall review with City all detour, lane closures, temporary access, signing, delineation, and traffic control plans in the public right-of-way. Consultant shall report deficiencies to the City and contractor.
- 2.12 **Surveying Coordination** - Consultant shall coordinate and schedule with the City surveying crews to ensure survey QA and verify contractor's survey of critical Improvements control points such as project alignment and other items as necessary. In addition, Consultant shall coordinate with contractor surveying crew and City inspector to ensure that all new underground facilities are GPS inventoried by City prior to backfill operations.
- 2.13 **Site Visits** - Consultant shall maintain a sign-in log for visitors, and coordinate visitor site visits and tours as required. The City will provide necessary safety equipment for site visitors.
- 2.14 **Public Relations** - Consultant shall assist the City in notifying and explaining the Improvements to local residents, schools, businesses and others that may be affected. In addition, the Consultant shall assist the City in the preparation of any press releases, official notices, and ground breaking or ribbon cutting ceremonies.
- 2.15 **Coordination with Other Agencies and City Divisions** - Consultant shall coordinate the technical inspection, testing, and work required by outside agencies. This shall include, utility companies, all affected City divisions and representatives, and adjacent property owner's engineers.
- 2.16 **Design Revisions** - Consultant shall document all design changes approved for use by the contractor.
- 2.17 **Dispute/Conflict Resolution** - Consultant shall make recommendations and implement procedures for reducing the likelihood of disputes and claims. While construction proceeds, Consultant shall review construction drawings and specifications for future items of work. Consultant shall attempt to identify design conflicts and/or errors and attempt to resolve conflicts in a timely manner. When disputes or claims arise, Consultant shall assist the City in gathering applicable data, reviewing Contractor's documents substantiating disputes or claims, and in resolving construction disputes. Consultant shall make recommendations for Alternate Dispute Resolution methods, as required.

- 2.18 **Safety Briefings** - Consultant shall conduct weekly "tail-gate" safety briefings for City and Consultant personnel.

Task 3.0 QA MATERIAL TESTING SERVICES

- 3.01 **QA Material Testing** - Consultant shall organize and coordinate an effective, complete QA program to act in conjunction with the contractor's QC program. The QA material testing professional will visit the site as needed to ensure a complete QA program and address any unusual soil conditions, asphalt, aggregate or concrete problems. The QA professional shall also provide all test reports and records for review by Consultant and City. Consultant shall provide a monthly testing summary report and a final project report summarizing all test results.

Task 4.0 POST-CONSTRUCTION SERVICES

- 4.01 **Project Closeout** - Consultant shall deliver all Improvements and project files and documents to the City.

- 4.02 **Final Inspection and Punchlist** - Consultant shall conduct final inspection with Improvements participants. Consultant shall prepare a list of construction deficiencies for resolution by contractor and verify completion of these items. The Consultant shall notify the City of substantial completion so that the City may issue a Notice of Substantial Completion. Consultant shall make recommendations to City regarding contractor's final progress payment request. Consultant shall prepare final progress payment report for submission to City.

- 4.03 **Record Drawings** - Consultant shall maintain one set of field contract documents with up-to-date information regarding all addenda, substitutions, clarifications, and change orders. Near the end of construction, Consultant shall transmit corrected set of "Record Drawings" to the City for incorporation of changes into the permanent set of documents.

- 4.04 **Final Report** - Consultant shall provide City with final report that includes a summary of the change orders, schedule review, equipment and material used, construction methods, photographs, and recommendations for future changes in plans, specifications, and other City procedures.

**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
FOR THE**

SLOAN CHANNEL RCB REPAIR

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

Task 5.0 SUPPLEMENTAL SERVICES

- 5.01 **Time Extension** - Consultant shall provide continuous construction management services beyond the specified three hundred (225) calendar days if the construction duration is extended due to "Acts of God" or contract change order time extensions. Consultant shall provide said services in accordance with the hourly rates attached. Said extensions of services will only be provided as directed by the City in writing.
- 5.02 **Overtime Inspection** - Overtime inspection in excess of that included in Basic Services. Overtime inspection will be any work in excess of forty (40) hours a week or eight (8) hours in a 24-hour period. All overtime work must have prior approval by the City and must be in accordance with the hourly rates attached.
- 5.03 **QA Materials Testing Services Extension** - Consultant shall provide for the extension of QA materials testing services beyond the specified construction duration of three hundred (225) calendar days should the construction duration schedule be extended or due to changes in site conditions. Consultant shall provide said services in accordance with the hourly rates attached. Extensions of services will only be provided as directed by the City in writing.

**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
FOR THE
SLOAN CHANNEL RCB REPAIR**

**Exhibit "B"
Fee Schedule**

Diversified Consulting Services

<u>Construction Management Services</u>	<u>Hourly Rate</u>
Construction Manager/Scheduler.....	\$210
Construction Inspector.....	165
Construction Administrator.....	110

Universal Engineering Sciences

<u>Construction Management Services</u>	<u>Hourly Rate</u>
Principal Engineer	\$225
Project Engineer/Geologist/Environmental Scientist	155
Project Manager/Staff Professional	155
Plans Examiner	135
Technician/Inspector	95
Inspector for EIFS, Fire Stopping, Structural Steel, Wood	105
Draftsperson.....	65
Administrative Support.....	65
Specialty Non-Destructive Testing (Xray, Ferrous Scan, Infrared, Etc.)	By Quote
Ground Penetrating Radar (up to 16 inches, 2 hours minimum)	225
Expert Testimony and Court Appearance	By Quote
Asphalt and Concrete Coring (technician and equipment)	120
Final Pad Certification/Grading/QAA/SI Reports	By Quote

Standard Laboratory Testing

	<u>Unit Price</u>		<u>Unit Price</u>
Sieve Analysis		Direct Shear (3-point, remolded)	\$275
a. 3-inch through No.200 sieves	\$105	Sodium, Solubility, Chlorides & Sulfate Content	175
b. Percent passing No.200 sieve only	70	Compressive Strength (each)	
Liquid-Plastic Limit	105	Concrete and Coarse Grout Cylinders...	25
Specific Gravity (Coarse)	80	2x2x2 Grout or Mortar Cubes	25
Specific Gravity (Fine).....	95	CLSM Cylinders	35
Moisture-Density Determination		CMU Mortar.....	30
Modified Proctor	185	CMU Blocks	60
Standard Proctor	185	Shotcrete Cores (coring at hourly rate)	30
One Point Check.....	90	Flexural Beams	70
Moisture Content	20	Concrete Cores (coring at hourly rate).....	30
R-Value	275	Masonry Prisms	125
Sand Equivalent	75	Fireproofing Density	50
Expansion.....	120	Tensile Strength of Rebar (per bar).....	70
Asphalt Max Theoretical Density (Rice).....	100		

Hourly Rates for CONSULTANT and all Subconsultants to remain in effect for the duration of the contract and include Direct Salary, Salary Cost, Overhead and Profit.

Expenses (billed at actual cost without markup):

Expenses for the PROJECT may include, but are not limited to:

<u>Item</u>	<u>Cost</u>
Reproduction (copies/printing)	At cost
Blueprinting	At cost
Graphic Art Displays/Exhibits	At cost
Postage/Overnight Mail Delivery	At cost
Subconsultants	At cost

**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
AGREEMENT FOR THE
SLOAN CHANNEL RCB REPAIR**

**Exhibit "C"
Project Schedule**

<i>Project Schedule</i>	<i>Jul 23</i>	<i>Aug 23</i>	<i>Sep 23</i>	<i>Oct 23</i>	<i>Nov 23</i>	<i>Dec 23</i>	<i>Jan 24</i>	<i>Feb 24</i>	<i>Mar 24</i>	<i>Apr 24</i>	<i>May 24</i>	<i>Jun 24</i>	<i>Jul 24</i>
<i>Months</i>	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13
<i>Pre- Construction</i>													
<i>Construction</i>													
<i>Post- Construction</i>													

Professional Engineering Construction
Management Services

Exhibit B
Schedule of Performance Hours
Sloan Channel RCB Repair

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Total Hours
Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Weeks	4	5	4	4	4	4	5	4	4	4	5	4	5	4	4	5	
Days	20	25	20	20	20	20	25	20	20	20	25	20	25 \	\	\		
Hours																	

Function	Name	FY23/24 Bill Rate	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24		Total Hours
BROOKS																				
PM/Construction Manager		\$235.00	120	150	120	120	120	120	150	120	120	120	150	120	150					1680
Sr. Construction Insp		\$162.00				160	160	160	200	160	160	160	200	160	200					1720
Document Administrator		\$110.00	80	100	80	80	80	80	100	80	80	80	100	80	100					1120
																				0
																				0
																				0
Total			200	250	200	360	360	360	450	360	360	360	450	360	450					4520

Professional Engineering Construction
Management Services

Pre-Construction

Construction

Post-Construction

ASSUMPTIONS:

30 Hrs per week for Project Manager/Consrtruction Manager
Half Time for Documentation Control
Full time Sr. Inspector
Material Testing 6 sets of 5 cylinders per month for compressive strength
Monthly Office Fee
Supplemental Services for additional Months Time
4 months pre-construction/225 calendar dat construction/1 month post construction

Exhibit C

Fee Breakdown
Sloan Channel RCB Repair

Function	Name	FY23/24 Bill Rate	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24		Total Hours
COMMERCE																				
PM/Construction Manager		\$235.00	\$28,200.00	\$35,250.00	\$28,200.00	\$28,200.00	\$28,200.00	\$28,200.00	\$35,250.00	\$28,200.00	\$28,200.00	\$28,200.00	\$35,250.00	\$28,200.00	\$35,250.00					\$394,800.00
Sr. Construction Insp		\$162.00	\$0.00	\$0.00	\$0.00	\$25,920.00	\$25,920.00	\$25,920.00	\$32,400.00	\$25,920.00	\$25,920.00	\$25,920.00	\$32,400.00	\$25,920.00	\$32,400.00					\$278,640.00
Document Administrator		\$110.00	\$8,800.00	\$11,000.00	\$8,800.00	\$8,800.00	\$8,800.00	\$8,800.00	\$11,000.00	\$8,800.00	\$8,800.00	\$8,800.00	\$11,000.00	\$8,800.00	\$11,000.00					\$123,200.00
Subtotal			\$37,000.00	\$46,250.00	\$37,000.00	\$62,920.00	\$62,920.00	\$62,920.00	\$78,650.00	\$62,920.00	\$62,920.00	\$62,920.00	\$78,650.00	\$62,920.00	\$78,650.00					\$796,640.00
Project Office			\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00					\$65,000.00
Materials Testing			\$0.00	\$0.00	\$0.00	\$0.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00					\$47,700.00
Basic Services Total			\$37,000.00	\$46,250.00	\$37,000.00	\$62,920.00	\$68,220.00	\$68,220.00	\$83,950.00	\$68,220.00	\$68,220.00	\$68,220.00	\$83,950.00	\$68,220.00	\$83,950.00					\$909,340.00
Additional Services																				
Supplemental Services																				\$40,000.00
Total Cost				\$46,250.00	\$37,000.00	\$62,920.00	\$68,220.00	\$68,220.00	\$83,950.00	\$68,220.00	\$68,220.00	\$68,220.00	\$83,950.00	\$68,220.00	\$83,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$949,340.00

BUSINESS LICENSE

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

Mailing Address:

**DIVERSIFIED CONSULTING SERVICES
8872 S EASTERN AVE STE 200
LAS VEGAS, NV 89123**

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: **BL115016**

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

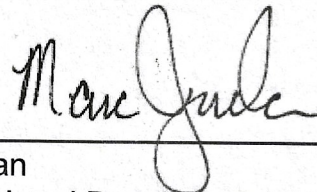
Type of License: **PROFESSIONALS**

Classification: **PRO SERVICES - LAND DEVELOPMENT**

Business Location: **DIVERSIFIED CONSULTING SERVICES
8872 S EASTERN AVE STE 200
LAS VEGAS, NV 89123**

Owner/Principal(s): **DIVERSIFIED CONSULTING SERVICES**

Your Community of Choice



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE