

## CONCRETE SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Terra Contracting, Inc., a Nevada corporation (“Provider”).

### **WITNESSETH:**

WHEREAS, the City requires various concrete services, as more particularly described in **Exhibit A** (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

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:

### **SECTION ONE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

### **SECTION TWO TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect for two years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### **SECTION THREE COMPENSATION**

Provider will provide the Services at the rates as described in Exhibit A, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Fifty Thousand Dollars and 00/100 (\$50,000.00), whereas the fiscal spend is explained in **Schedule A** below. The total not to exceed amount of this Agreement is One Hundred Thousand Dollars and 00/100 (\$100,000).

<b>Schedule A:</b>	
<b>Fiscal Year:</b>	<b>Amount:</b>
July 1, 2021 – June 30, 2022	\$ 50,000.00
July 1, 2022 – June 30, 2023	\$ 50,000.00
<b>Total:</b>	<b>\$ 100,000.00</b>

## **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall

be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data,

information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

## **SECTION NINE INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto(Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

9.1.5. Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000.00 per claim or occurrence and \$2,000,000.00 aggregate per policy period of one year.

9.2. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 2001 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the provider or the City.

9.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.3.4. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **SECTION TEN NOTICES**

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

To City: City of North Las Vegas  
Attention: Marie Leake  
2250 Las Vegas Blvd., North, Suite 710  
North Las Vegas, NV 89030  
Phone: 702-633- 2440

To Provider: Terra Contracting, Inc.  
Attention: Justin Anderson  
2222 West Cheyenne Ave.  
North Las Vegas, NV 89032  
Phone: (702) 651-8100

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its

employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages,

including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If 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.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. 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 Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 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 Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.



13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.


13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

City of North Las Vegas,  
a Nevada municipal corporation

Terra Contracting, Inc.  
a Nevada corporation

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

By:  \_\_\_\_\_  
Name: Justin Anderson  
Title: CEO

Attest:

By: \_\_\_\_\_  
Marie Purcell, CMC, Acting City Clerk

Approved as to form:

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

EXHIBIT A

Services

Please see the attached page(s).



## Complete Solutions for Your Land Development Needs

2222 W Cheyenne  
N. Las Vegas, NV. 89032  
Office: 702-651-8100 Fax: 702-651-8181  
[btursini@terracontracting.com](mailto:btursini@terracontracting.com)

Project Name:	CNLV Annual Pricing
Project Location:	North Las Vegas
Owner:	
Bid To:	CNLV
Prepared By:	Brannon Tursini
TCI Acknowledges Addenda:	n/a
Date:	4/30/2021
Proposal No.	21-04-26-01

**THIS DOCUMENT IS BOTH A PROPOSAL AND A CONTRACT, THIS DOCUMENT MUST BE ATTACHED TO AND A PART OF ALL CONTRACTS GENERATED BY OTHERS, NOTHING IS IMPLIED OR ASSUMED, ANYTHING NOT SPECIFICALLY LISTED AND ITEMIZED IS NOT INCLUDED IN THIS PROPOSAL**

**This proposal is good for 30 days from the time of submittal.**

**Proposal scope items cannot be split up without Terra Contracting consent**

**This proposal was bid per CNLV's request**

Public ROW (excludes prevailing wages)									
NO.	ITEM			DESCRIPTION				PRICE	
1	Flatwork minimum price								
	1	EA	@	\$	1,250.00	=	\$	1,250.00	
2	4" Flatwork price/SF								
	1	SF	@	\$	8.76	=	\$	8.76	
3	6" Driveway approach price/SF								
	1	SF	@	\$	13.14	=	\$	13.14	
4	Curb & gutter price /LF								
	1	LF	@	\$	17.79	=	\$	17.79	
5	Valley gutter price/SF								
	1	LF	@	\$	14.78	=	\$	14.78	

Private (excludes prevailing wages)									
NO.	ITEM			DESCRIPTION				PRICE	
1	Flatwork minimum price								
	1	EA	@	\$	1,250.00	=	\$		1,250.00
2	4" Flatwork price/SF								
	1	SF	@	\$	8.76	=	\$		8.76
3	6" Driveway approach price/SF								
	1	SF	@	\$	13.14	=	\$		13.14
4	Curb & gutter price /LF								
	1	LF	@	\$	17.79	=	\$		17.79
5	Valley gutter price/SF								
	1	LF	@	\$	14.78	=	\$		14.78

Manpower Pricing: Used when any job does not fall under any listing above. Billed at T&M (excludes prevailing wages)									
NO.	ITEM	DESCRIPTION					PRICE		
1		Supervisor: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	59.38	=	\$		59.38
1		Supervisor: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	89.06	=	\$		89.06
2		Foreman: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	45.58	=	\$		45.58
2		Foreman: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	72.87	=	\$		72.87
3		Truck Driver: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	37.79	=	\$		37.79
3		Truck Driver: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	56.68	=	\$		56.68
4		Laborer: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	27.00	=	\$		27.00
4		Laborer: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	40.48	=	\$		40.48
5		Operator: Regular price / hour and Overtime Price / hour							
	1	HR	@	\$	43.19	=	\$		43.19
5		Operator: Regular price / hour and Overtime Price / hour							
	1	EA	@	\$	64.77	=	\$		64.77

## SAFETY FIRST!

- \* Nevada Contractors license #51898 (A-General) limit \$10,000,000.00
- \* Arizona Contractors license #225565 (KA-Dual Engineering) Unlimited
- \* Idaho Contractors license #28277 Unlimited
- \* Prices on proposal valid for 30 days with the exception noted below:
- \* Terra installs Southwest Gas

### Qualifications Concrete

- 1) All materials figured with IQAC approved materials
- 2) All workmanship and installation per CCAUSD Standards. Includes all applicable aggregate base below all concrete, unless noted otherwise
- 3) All fine grading for concrete work figured in grading scope of work. it is excluded from all concrete pricing above

### EXCLUSIONS :

This proposal excludes any and all barricades and or traffic control devices for other subs use, night work, permit fees, construction water/ meter fee's, engineering, surveying, staking, structural excavation/backfill, rip rap if not shown on civil drawings, wall backfill or drainage systems for walls, dewatering if needed, soils stabilization, Caliche/Rock Excavation, any site demolition not listed above, export & replacement of unsuitable materials, building connections, import of select backfill materials, open grade for asphalt paving unless specified, 3rd party testing, lime treated subgrade, sub grade treatments of any kind, removal of other trash and excess spoils generated by other subcontractors, replacement of sod or landscape items, grading of landscape island & planter areas, termite control, and anything not specifically called out above.

Increases in Type II and or AC thickness as a result of on-site or offsite R-value testing of native material by the governing entity, will be charged as an extra to the contract and billed at contract prices. All grading work to adjust subgrade at time of r value testing to new subgrade elevation will be done on a T&M basis.

**All sales tax included unless otherwise stated above.**

**Performance and Payment Bonds are excluded in the proposal pricing.**

Grading will be performed according to staking provided by others. Terra Contracting Inc. will not be held responsible for any mistakes, differences or inconsistencies in elevation, drainage or other miscalculations, defects and or deficiencies caused by others. Terra Contracting Inc. is not, nor purport to be a civil or geotechnical engineer and or a surveyor. Site conditions not expressed, depicted and or represented on the drawings.

**Once Terra Contracting Inc's work has passed applicable compaction testing, Terra Contracting will no longer be responsible for disturbances to our work caused by others. Once our work has been disturbed it is the responsibility of entity performing that work to achieve proper elevation and compaction.**

Terra Contracting will submit invoices on a progressive payment basis and will require payment based on a net 30 day structure, All payments that are held beyond the net 30 deadline is subject to a 1.5% interest accrument for every day past the deadline.

**In the event that ROCK/CALICHE is encountered, excavation/removal will be charged on a time and material basis including standby for onsite equipment**

\_\_\_\_\_  
Terra Contracting Inc  
Brannon Tursini 623-225-5772 cell

Accepted By: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_