

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE CNLV WRF SLUDGE CAKE CONVEYANCE PROJECT**

This First Amendment to the Professional Engineering Services Agreement for the CNLV WRF Sludge Cake Conveyance Project (the "First Amendment") is effective _____ (the "Effective Date") by and between City of North Las Vegas, a Nevada municipal corporation (the "City") and Greeley and Hansen LLC, an Illinois limited liability company ("Greeley") (collectively the "Parties").

RECITALS

WHEREAS, on July 17, 2019, the Parties entered into an Agreement to secure Design Services for Sludge Cake Conveyance Improvements within the water reclamation facility. A copy of the Agreement is attached hereto as "Exhibit A".

WHEREAS, the Parties desire to amend the language contained in Section VII of the Agreement to add two (2) additional years to the Term of the Agreement; and

WHEREAS, the Parties desire to add \$50,046 for additional construction services support in Section VIII A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to amend the Agreement as follows:

AGREEMENT

1. Section VII of the Agreement is amended as follows:

The Agreement commences upon the date this Agreement is approved by the City in a formal City Council proceeding and shall end three (3) 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.

2. Section VIIIA. of the Agreement is amended as follows:

A. TOTAL COMPENSATION

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

<u>Basic Services</u>	<u>Lump Sum Amount</u>
1. Basis of Design Services	\$ 29,196
2. Design Engineering Services	\$ 63,779
3. Construction Cost Opinion	\$ 2,438
3. Bid Phase Support Services	\$ 4,012
4. Office Construction Management Support Services	\$ 8,127
5. Additional Construction Services Support	\$ 50,046

Subtotal \$ 157,597

Time & Material Amount

Supplemental Services	Not-to-exceed	<u>\$ 10,000</u>
<u>Grand total Not-to-Exceed</u>		<u>\$ 167,597</u>

B. All other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, the City and Greeley and Hansen have caused this First Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

Greeley and Hansen LLC
an Illinois corporation

By: _____
John J. Lee, Mayor

By: Sollerio
Fernando Sarmiento, PE, Member

Attest:

By: _____
Marie E. Purcell, CMC, Acting City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A
AGREEMENT

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE CNLV WRF SLUDGE CAKE CONVEYANCE PROJECT**

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

RECITALS:

1. The City intends secure services for Design Services for Sludge Cake Conveyance Improvements within the Water Reclamation Facility (hereinafter referred to as the "Improvements").
2. The City desires to obtain quality professional services of the Consultant to perform Design Services (hereinafter referred to as the "Project") for construction of the Improvements; and
3. The Consultant's scope of service and compensation have been arrived at after meaningful negotiations between the City and the Consultant.

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

SECTION I - RESPONSIBILITY OF CONSULTANT

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

- A. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Consultant, by Consultant's Subconsultants, and by any of the principals, officers, employees and agents of Consultant or any Subconsultant under this Agreement. In performing these services, Consultant shall follow practices consistent with generally accepted professional engineering standards of care. The Consultant shall, without additional compensation, promptly correct and revise any errors or deficiencies in its design, drawings, specifications, reports and other services, or in any portion of the Project performed by Consultant's Subconsultants. Approval by the City of any products or services furnished by Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its services.
- B. Consultant shall assign Joseph M. Gorgan, PE, whose Professional Engineer license number is 023615 as the Principal-in-Charge ("Principal-in-Charge"), and Darla Jean Guerrero, PE whose Professional Engineer license number is 023623 as the Project

Manager ("Project Manager"). All of the services specified by this Agreement shall be performed by the Project Manager, or by Consultant's associates, employees and Subconsultants under the personal supervision of the Project Manager. Should the Principal-in-Charge or the Project Manager be unable to complete his or her responsibility for any reason, the Consultant shall notify the City in writing, and within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of services as required for the Project. An approved replacement shall be assigned to the Project within ten (10) calendar days.

- C. In accordance with NRS 338.140, the Consultant shall not produce a design and/or specification for the Project which would limit the bidding, directly or indirectly, to any one specific concern unless a unique or novel product application is required to be used in the public interest, or only one brand or trade name is known to the City. The City shall be notified of and must pre-approve any sole source proposals.
- D. Consultant and any Subconsultant shall furnish City with a preliminary draft of any proposed correspondence to any federal, state or other regulatory agency for the City's review and approval at least seven (7) calendar days prior to mailing such correspondence.
- E. The Consultant agrees that its officers, partners, employees, and Subconsultants will cooperate with the City in the performance of services under this Agreement and will be available for consultation with City at such reasonable times with advance notice as to not conflict with other responsibilities.

SECTION II - RESPONSIBILITY OF CITY

- A. The City will cooperate with Consultant in the performance of services under this Agreement and will be available for consultation with Consultant at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services to be performed by Consultant under this Agreement are subject to periodic review by the City. For those documents submitted to the City by the Consultant with regard to the Project, the City will examine and respond in writing to the Consultant within seven (7) calendar days of receipt of such documents. It is understood that City comments upon review of the Consultant's documents do not relieve Consultant from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- C. The City shall assemble selected data and information related to the Project and provide same to the Consultant on or prior to the kick-off meeting. The data and information to be provided by the City is identified as follows:
 - 1. Drafting and plan sheet layout standards;
 - 2. Standard "front-end" contract documents and general conditions;
 - 3. Cover sheet format and City logo in AutoCAD Civil 3D format;

4. Copies of existing, publicly available assessors maps, record-of-surveys, parcel maps, final maps, improvement plans, drainage studies, utility plans, geotechnical studies, and survey datum which are within the Project specific area; and

The Consultant shall be responsible for updating this data and information during the Project development process, and shall be responsible for acquiring supplemental data and information which the Consultant deems necessary.

- D. The City will be responsible for performing the work noted below and upon completion will provide the results thereof to the Consultant:
 1. Design review comments;
 2. Printing of the construction bidding document package;
 3. Completing the competitive bidding procedures for public works projects; and
 4. Performing construction management, inspection and quality assurance during construction of the Improvements.

SECTION III - SCOPE OF SERVICES

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

SECTION IV - CHANGES TO SCOPE OF SERVICES

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

SECTION V - SUPPLEMENTAL SERVICES OF CONSULTANT

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

SECTION VI - SUBCONSULTANTS

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

- A. Consultant agrees to pay the Subconsultant when Consultant is paid for the Subconsultant's portion of the work by the City and, upon written request by the City, to obtain and provide to City lien releases from the Subconsultant for such payment.
- B. The Subconsultant does not have any rights against the City.
- C. The Subconsultant agrees to be bound by all terms, conditions and obligations of Consultant under this Agreement. Consultant shall provide a copy of this Agreement to each Subconsultant.
- D. City has the right in its reasonable discretion to approve every Subconsultant prior to such Subconsultant's performance of any portion of the Project.
- E. The term "Subconsultant" as used herein, also means a Sub-Subconsultant.

SECTION VII - TERM OF AGREEMENT

This Agreement commences upon the date this Agreement is approved by the City in a formal City Council proceeding and shall end one (1) year after the date the City makes final payment to the Consultant for services rendered under this Agreement, unless this Agreement is terminated by the City.

SECTION VIII - COMPENSATION AND TERMS OF PAYMENT

A. TOTAL COMPENSATION

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

<u>Basic Services</u>	<u>Lump Sum Amount</u>
1. Basis of Design Services	\$ 29,196
2. Design Engineering Services	\$ 63,779
3. Construction Cost Opinion	\$ 2,438
3. Bid Phase Support Services	\$ 4,012
4. Office Construction Management Support Services	\$ 8,127
Subtotal	\$ 107,551

	<u>Time & Material Amount</u>	
Supplemental Services	Not-to-exceed	\$ 10,000
<u>Grand Total Not-to-Exceed</u>		<u>\$ 117,551</u>

B. TERMS OF PAYMENT

1. Subject to the City's right to dispute any charges, the City shall make monthly progress payments to the Consultant for services performed as follows:
 - (a) With respect to progress payments for Basic Services completed, the City shall pay that percentage of the lump sum amount for each task (as set forth in Subsection VIII.A.1 above) The City shall make progress payments for completed Basic Services on a Time and Materials basis in accordance with Section VIII (A) (1) above and the Fee Schedule provided in Exhibit "B."
 - (b) With respect to Supplemental Services that are authorized in writing by the City's representative, the City shall make progress payments for completed Supplemental Services on a Time and Material basis in accordance with the Fee Schedule provided in Exhibit "B".
2. Payment to the Consultant under Section VIII.A.1 shall be made within thirty (30) calendar days of the date City receives each invoice provided by the Consultant to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information:
 - (a) With respect to progress payments for Basic Services, the Consultant shall prepare and submit to the City a written invoice indicating the percentage of completion of each Basic Services task set forth in Section VIII.A.1 during the invoice period. The invoice amount shall be supported with a written summary noting the various tasks worked on during the invoice period.
 - (b) For payment of Supplemental Services authorized in writing by the City's representative, the Consultant shall prepare and submit to the City a written invoice of costs for the work completed during the invoice period. The invoice amount shall be determined on a Time and Material basis in accordance with the Fee Schedule provided in Exhibit "B", and shall be supported by backup documentation detailing labor costs and other expenses directly related to the authorized work.
3. The City shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Undisputed amounts shall be paid to the Consultant within thirty (30) calendar days of the date City receives the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section XII.O.

4. If the City fails to pay the Consultant an undisputed amount within thirty (30) calendar days after the date the City receives the invoice, the City may be assessed one-half of one percent ($\frac{1}{2}\%$) of the undisputed amount each month, not to exceed \$1,000 total for the Project.
5. Billings shall be submitted during the first week of each month for work performed during the preceding month. Invoices shall conform to the format provided by the City.

SECTION IX - TIME OF PERFORMANCE

Consultant shall commence work immediately following written notice to proceed by the City. Work shall be completed in accordance with the Project Schedule attached as Exhibit "C", as it may be amended from time to time by written agreement between the Consultant and the City.

If the Consultant's performance of services is delayed, Consultant shall notify the City's representative in writing of the reasons for delay and prepare a revised schedule for performance of services and submit the revised schedule to the City's representative. If the Consultant is delayed, the City shall have the right to retain from monthly payments up to ten percent (10%) of subsequent invoices until such time as the Consultant has complied with the schedule or presented an acceptable plan for compliance with the schedule.

No additional time shall be given to Consultant for delay due to the negligence or intentional acts of Consultant or any Subconsultant or any of the officers, employees, or agents of Consultant or any Subconsultant.

SECTION X - AUDIT: ACCESS TO RECORDS

- A. The Consultant shall maintain books, records, documents, and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices, and a copy of the cost summaries and invoices submitted to the City. The City, or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.
- C. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraph "A" above, to any Project funding agency provided that the Consultant is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.
- D. Records pursuant to paragraph "A" above shall be maintained and made available during performance under this Agreement and until three (3) years from date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or

appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim, or exception. This Section X.D. shall survive the completion of the Project and the termination or expiration of this Agreement.

- E. Public Records Act. Pursuant to NRS 239.010, each and every document provided to the City is a "public record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Consultant for the disclosure of any public record. In any event the City is required to defend an action with regard to a public records request for documents submitted by Consultant, Consultant agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and attorney fees, in any action or liability arising under or because of the Nevada Public Records Act, NRS 239.010. This Section X.E. shall survive the completion of the Project and the termination or expiration of this Agreement.
- F. The Consultant agrees to include language substantially similar to the language of paragraphs "A" through "E" of this section in all Consultant subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.00.

SECTION XI - REPRESENTATIONS

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

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

Consultant has obtained any and all licenses, certificates and permits that are required to be obtained by Consultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to Consultant and to the performance of the Project by Consultant.

- F. Consultant is duly licensed and authorized to do business in the City.
- G. Consultant is a sophisticated and qualified Consultant, whose personnel possess the level of professional expertise and experience that is necessary to properly perform the Project within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Consultant has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Project within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.
- H. Consultant is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the time period required by this Agreement, and to perform its obligations under this Agreement.
- I. Consultant shall require that each Subconsultant performing any portion of the Project:
 - 1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;
 - 2. Is a duly licensed or registered architect, engineer or geotechnical engineer, as the case may be, with the State of Nevada, and such license or certificate of registration is in full force and effect;
 - 3. Has obtained any and all licenses, certificates and permits that are required to be obtained by Subconsultant by the Nevada Revised Statutes and the Nevada Administrative Code, and by any other law, rule, regulation or ordinance applicable to Subconsultant and to the performance of any part of the Project by Subconsultant;
 - 4. Is duly licensed and authorized to do business in the City; and
 - 5. Shall comply with all laws, rules, regulations, and ordinances, as such may be amended, supplemented or modified from time to time, that are applicable to Subconsultant and any portion of the Project performed by Subconsultant.
- J. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same original. Facsimile or electronic signatures shall be binding on the parties hereto as if they were original signatures.

The representations made by Consultant herein shall survive the completion of the Project and the termination or expiration of the Agreement. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same original. Facsimile or electronic signatures shall be binding on the parties hereto as if they were original signatures.

SECTION XII - MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by Consultant under this Agreement for such period of time as City, in its sole discretion may prescribe, by providing written notice to Consultant at least seven (7) calendar days prior to the date on which City wishes to suspend such performance. Upon such suspension, City shall pay Consultant compensation based on percentage of Project completion, earned until the effective date of suspension less all previous payments. Consultant shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from City to resume performance. In the event that City suspends performance by Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) calendar days, Consultant shall be entitled to an equitable adjustment of the compensation payable to Consultant under this Agreement to reimburse Consultant for additional costs occasioned as a result of such suspension of performance by City. In no event will the City be liable to the Consultant for more than \$2,000.00.

B. TERMINATION:

The City may terminate this Agreement, with or without cause, upon fourteen (14) calendar days prior written notification of the termination to the Consultant. Notification to the Consultant of such termination shall be sent by the City in accordance with Section XII.V.

In the event of termination, the City agrees to pay the Consultant the reasonable value for all work and services performed to the date of termination in accordance with the Section entitled "Compensation and Terms of Payment" of this Agreement.

C. FISCAL FUNDING OUT:

The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Consultant obtained under this Agreement, this Agreement will be terminated when appropriate funds expire in accordance with Section XII.B.

D. OWNERSHIP OF DOCUMENTS:

All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, or other like documents given, prepared or assembled by the Consultant or any Subconsultant which are related to the performance of this Agreement are deemed to be the property of the City, except to the extent such is not allowed by the Nevada Administrative Code or the Nevada Revised Statutes.

E. INSURANCE:

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

1. Workers' Compensation Insurance. Such insurance must be provided by an insurance company authorized to provide workers' compensation insurance in Nevada by the Nevada Department of Business and Industry, Division of Insurance. Such insurance must protect Consultant and City from employee claims based on Project related sickness, disease or accident.
2. Comprehensive General Liability (bodily injury and property damage) insurance with respect to Consultant's agents and vehicles assigned to the prosecution of work under this Agreement in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Consultant's General Liability insurance policies shall be endorsed as to include the City as an additional insured.
3. Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide for coverage in an amount of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for the period of time covered by this Agreement. Consultant will provide City thirty (30) calendar days' notice in writing of any cancellation of, or material change in, the above described policy.
4. The Consultant's Comprehensive General Liability policy shall automatically include or be endorsed to cover Consultant's contractual liability to the City, to waive subrogation against the City, its officers, agents, servants and employees, and to provide that the City will be given thirty (30) calendar days' notice in writing of any cancellation of, or material change in, the policy.
5. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.
6. Certificates indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Consultant is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. Consultant shall provide the City annually with a Certificate of Insurance as evidence of such insurance. It is further agreed that the Consultant and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Consultant.

F. INDEMNITY:

Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, Consultant shall defend, protect, indemnify and hold harmless the City, its officers, agents and employees from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and

court costs which the City suffers, and/or its officers or employees suffer, as a result of, or arising out of, the intentional or negligent acts or omissions of the Consultant, its Subconsultants, or agents or anyone employed by the Consultant or its Subconsultants or agents, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section XII.F. shall survive the completion of the Project and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

G. ASSIGNMENT:

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

H. WAIVER:

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

I. DESIGNATION OF REPRESENTATIVE:

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

J. CONSULTANT'S EMPLOYEES:

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

K. INDEPENDENT CONTRACTOR:

It is hereby expressly agreed and understood that in the performance of the services provided herein, the Consultant and any other person employed by Consultant hereunder

shall be deemed to be an independent contractor and not an agent or employee of the City. This Agreement is not intended to create, and shall not be deemed to create, any partnership, joint venture or other similar business arrangement between City and Consultant.

L. APPLICABLE LAW:

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

M. COMPLIANCE WITH LAWS:

In connection with the performance of work under this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

Consultant shall comply with laws, rules, regulations, and ordinances applicable to the work performed by Consultant with respect to the Project, as such laws, rules, regulations and ordinances may be modified, supplemented or amended from time to time.

N. PROHIBITION AGAINST CONTINGENT FEES:

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

O. DISPUTE RESOLUTION:

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

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

- (b) negotiations accomplished and results thereof, and
- (c) current status of all relevant unresolved issues.

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

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

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

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

P. ATTORNEY'S FEES:

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

Q. SITE INSPECTION:

Consultant represents that Consultant has visited the Project location and is satisfied as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

R. SEVERABILITY:

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

S. AMENDMENTS:

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

T. FINAL INTEGRATION:

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

U. CONSTRUCTION:

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

V. NOTICE:

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

To City: Joemel D. Llamado, PE
City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 610
North Las Vegas, NV 89030

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

W. HEADINGS:

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

X. CONFIDENTIALITY:

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

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

City of North Las Vegas, Nevada
a Nevada municipal corporation

By: 

John J. Lee
Mayor

Greeley and Hansen LLC
an Illinois Limited Liability Company

By: 

Joseph M. Gorgan, Member

Attest:

By: 

Catherine A. Raynor, MMC
City Clerk

Approved as to Form:

By: 

Micaela Rustia Moore
City Attorney

EXHIBIT A
(See attached pages)

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE
CITY OF NORTH LAS VEGAS WATER RECLAMATION FACILITY
SLUDGE CAKE CONVEYANCE DESIGN SERVICES**

**EXHIBIT A
SCOPE OF BASIC SERVICES**

INTRODUCTION

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

PROJECT DESCRIPTION

Background

The Water Reclamation Facility (WRF) Centrifuge Feed and Sludge Cake is currently designed with the following:

- Centrifuge Feed Pumps (4 progressing cavity pumps, 155 gpm each)
- Sludge Cake Pumps (3 progressing cavity pumps, 30 gpm each)
- Centrifuges: 3 Centrifuges, Feed Solids at 3,100 pph
- Sludge Cake Solids – 20%
- Cake Produced per CFG – 2,945 pph
- Total Cake Produced – 8,835 pph

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

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

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

The primary objective of a screw conveyor or a Schwing Style hydraulic pumping system is to replace the existing pump system to move the sludge cake from the lower floor to the upper floor to the discharge hopper more efficiently.

Sludge Cake Conveyance System Description

The current Sludge Cake Conveyance system at the WRF Solids Building consists of three progressing cavity sludge cake pumps capable of pumping 30 gpm (2,945 pph) of 18% dewatered cake solids. Dewatered sludge cake is conveyed to the dewatered sludge cake storage hoppers via 6" transport tubes. Pump discharge pressures approach 100 psig. A water lubrication system is used to reduce the friction between the sludge cake and transport tubing. The Dewatered Sludge Cake Pumps have become maintenance intensive and are in need of replacement. As part of this project two alternatives to replace the existing pumps, a screw conveyor system or a Schwing Style hydraulic pumping system will be evaluated on a present worth analysis.

STANDARDS

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

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

SCOPE OF SERVICES

The services provided under this project shall include design services for constructing a Sludge Cake Conveyance System at the CNLV WRF necessary to deliver the sludge cake from the centrifuges to the discharge hoppers. The Engineer shall perform professional engineering services as hereinafter stated, which include civil, mechanical, structural, and electrical engineering services. Greeley and Hansen and its sub-consultants shall furnish all labor, materials, equipment, and technical and professional services required to perform the work as described below.

The Scope of Work is divided into five tasks as listed below:

Task 1 – Preliminary Design (30% Design)

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

Task 3 – Construction Cost Opinion

Task 4 – Bid Services**Task 5 – Office Construction Management Support Services****SUBCONSULTANTS**

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

- Lochsa Engineering (structural)

After the City's written authorization to proceed, the Engineer shall proceed with the Sludge Cake Conveyance System Design Services as follows:

TASK 1 – BASIS DESIGN SERVICES (30% DESIGN)

The Engineer shall perform a 30% Design and prepare the Basis of Design ((BOD) Memorandum to document technical and engineering decisions and evaluations used to select an alternative dewatered sludge cake conveyance system. The Basis of Design Memorandum will serve as the basis for the development of detailed Contract Documents. The Sludge Cake Conveyance System Workshop recommendations will serve as the basis for development of the BOD Memorandum. The Engineer will document the decisions, recommendations, preliminary plans, site layout, equipment and system descriptions, and design criteria by engineering discipline established during the preliminary design phase into a BOD Memorandum. The BOD Memorandum will serve as a record of the decisions made during the preliminary design and provide the basis for detailed design.

Task 1a – Field Investigations

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

- Collect background information and data regarding the Project
- Inspect details of pertinent existing facilities
- Assess condition of existing facilities and systems associated with the Project
- Discuss specific issues related to the Project with WRF staff

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

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

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

Deliverables: Deliverables associated with this work task include:

- Memorandum regarding collection of critical information
- Site visit reports

Task 1b – Systems Development and Evaluation

Plant operational data will be collected and reviewed to determine current centrifuge feed rates in terms of flow and total solids and quantity and quality of the dewatered sludge cake produced. This information will be used to confirm the sizing of the dewatered sludge cake conveyance system.

Deliverable: The deliverable associated with this work task include:

- A Basis of Design for Conveyance System including Manufacture's Equipment Information

Task 1c – Basis of Design Memorandum

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

Basis of Design Memorandum Outline:

- I. General
 - a. Background and Purpose
 - b. General Facilities Description
 - c. Design Criteria
 - d. Codes and Standards
- II. Sludge Cake Conveyance System
 - a. Basic System Description
 - i. Process Description including an Overall Process Flow Diagram
 - ii. System Hydraulics
 - iii. Site Plan
 - b. Structural Design
 - i. Conveyor (foundation, floor, walls and roof)
 - ii. Equipment and Piping Supports
 - iii. Structural Calculations
 - iv. Overall Longitudinal and Latitudinal Sections
 - c. Process and Mechanical Design
 - i. Piping System
 - ii. Valves
 - d. Electrical Design
 - i. Power Systems and Distribution including One Line Diagram
 - ii. Instrumentation and Control overall P&ID Diagram
 - iii. Electrical Structure Systems and Details
 - iv. Communications
 - e. Safety

Deliverable: Deliverable associated with this work task include:

- Basis of Design Memorandum with Appendices (PDF format)

TASK 2 – DETAILED ENGINEERING SERVICES

Task 2a – Detailed Design Drawings

The Engineer shall prepare the following:

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

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

Task 2b – Detailed Design Specifications

The Engineer shall prepare the following:

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

Deliverables: Deliverables associated with this work task include:

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

TASK 3 – CONSTRUCTION COST OPINION

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

Deliverables: The deliverables associated with this work task include:

- BOD Memorandum Cost Opinion (PDF format)
- 60% Cost Opinion (PDF format)
- 90% Cost Opinion (PDF format)
- 100% Cost Opinion (PDF format)
- Bid Document Cost Opinion (PDF format)

TASK 4 – BID SERVICES

Task 4a – Bidding Phase Support Services

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

- Pre-Bid Conference

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

Deliverables: The deliverable associated with this work task include:

- No deliverables are associated with this task.

- Coordination/Clarifications

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

Deliverables: The deliverables associated with this work task include:

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

- Addenda Preparation

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

Deliverables: The deliverables associated with this work task include:

- Submit written addenda.

- Bid Report

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

Deliverable: The deliverable associated with this work task include:

- Submit draft and final bid report.

- Conformed Plans and Specifications

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

Deliverables: The deliverables associated with this work task include:

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

TASK 5 – OFFICE CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Task 5a – Submittals

The Engineer shall review up to two hundred (200) civil, electrical, structural, architectural, civil site or instrumentation and control shop drawings, product submittals, and/or O&M manuals for compliance with the design intent as expressed in the contract documents.

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

Deliverables: The deliverables associated with this work task include:

- Reviewed and approved submittals

Task 5b – Site Visits and Progress Meetings

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

Deliverables: The deliverables associated with this work task include:

- Observation reports for each site visit.

Task 5c – Contractor's Request for Information and Clarifications

Respond to Contractor's Request for Information (RFIs) and clarifications and provide recommendations to CNLV for disposition for up to twenty five (25) civil, electrical, structural, architectural, civil site or instrumentation and control RFIs.

Deliverables: The deliverables associated with this work task include:

- Up to twenty five (25) requests for information and clarification responses.

PROJECT SCHEDULE

The proposed project schedule is based on a NTP being received by July 1, 2019. Sufficient project time as been allotted for CNLV staff to review the identified project deliverables prior to any milestone deliverable.

ENGINEER'S COMPENSATION

We propose to provide the above-described scope of services for Lump Sum fee of \$107,551 and propose the following breakdown of each task:

Tasks	Fee
Task 1 – Planning and Conceptual Design	\$ 29,196
Task 2 – Design Engineering Services	\$ 63,779
Task 3 – Construction Cost Opinion	\$ 2,438
Task 4 – Bid Services	\$ 4,012
Task 5 – Office Construction Management Support	\$ 8,127
Lump Sum Total	\$107,551

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

FOR THE CNLV WATER RECLAMATION FACILITY SLUDGE CAKE CONVEYANCE DESIGN SERVICES

EXHIBIT A-1 SUPPLEMENTAL SERVICES

INTRODUCTION

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

SS 1.0 Additional Mapping and Survey Services

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

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

SS 2.0 Additional Soil Exploration/Testing

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

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

SS 3.0 Supplemental Utility Potholing

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

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

SS 4.0 Right-of-Way Engineering

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

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

SS 5.0 Presentations at Public Workshops and Public Meetings

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

- Assist CITY with presentations to the City Council, City Planning Commission, and/or Public Information Meetings in addition to the work in Exhibit A.

- Prepare graphics, and presentation materials as required for agenda in addition to the work specified in Exhibit A.
- Attend public meetings or make formal presentations in criteria in addition to the work specified in Exhibit A.

SS 6.0 Meetings/Site Visits

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

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

SS 7.0 CADD Support

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

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

SS 8.0 Additional Design Services

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

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

SS 9.0 Sewer and Water Design

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

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

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE
CITY OF NORTH LAS VEGAS WATER RECLAMATION FACILITY
SLUDGE CAKE CONVEYANCE DESIGN SERVICES

EXHIBIT B

Fee Schedule for Greeley and Hansen




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

Fee Schedule for Lochsa Engineering

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

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

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE
CITY OF NORTH LAS VEGAS WATER RECLAMATION FACILITY
SLUDGE CAKE CONVEYANCE DESIGN SERVICES
EXHIBIT C
PROJECT SCHEDULE

ID	Task Name	Qtr 2, 2020						Qtr 3, 2020		
		Mar	Apr	May	Jun	Jul	Aug			
1	CNLV Sludge Cake Conveyance Project									
2	Notice to Proceed									
3	TASK 1- Field Investigation and Basis of Design									
4	Task 1a- Field Investigations									
5	CNLV Existing Utilities - Receive Records									
6	Task 1b - System Development and Evaluation									
7	Task 1c - Meetings and Workshops									
8	Task 1d - Design Memorandum									
9	Report Development									
10	GH QA/QC									
11	Submit Draft Report to City									
12	City Review									
13	Preliminary Engineering Review Meeting									
14	Incorporate City Comments									
15	Submit Final Report to City									
16	TASK 2- Design Engineering Services									
17	Task 2a - Detailed Design Drawings									
18	60% Design Documents									
19	Submittal Preparation									
20	GH QA/QC									
21	Submit 60% to City									
22	City Review									
23	60% Submittal Review Meeting									
24	Incorporate City Comments into 90%									
25	90% Design Documents									
26	Submittal Preparation									
27	GH QA/QC									
28	Submit 90% to City									
29	City Review									
30	90% Submittal Review Meeting									
31	Incorporate City Comments into 100%									
32	100% Design Documents									
33	Submittal Preparation									
34	GH QA/QC									
35	Submit 100% to City									
36	City Review									
37	100% Submittal Review Meeting									
38	Incorporate City Comments into Final									
39	Bid Documents									
40	Document Preparation									
41	Signatures									
42	Submit Bidding Documents to City									
43	Task 2b - Detailed Design Specification									
44	60% Design Documents									
45	90% Design Documents									
46	100% Design Documents									
47	Bid Documents									
48	TASK 3 - Construction Cost Opinion									
49	BODR Cost Opinion									
50	60% Cost Opinion									
51	90% Cost Opinion									
Project: Project Schedule Date: Thu 5/16/19		Task								
		Split								
		Milestone								
		Summary								

