

Item # 5-3

**City of Carson City
Agenda Report**

Date Submitted: November 27, 2007

Agenda Date Requested: December 6, 2007
Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to rescind Contract #2007-050 "Robert's House Carriage House" with J. P. Copoulos

Staff Summary: Contract #2007-050 "Robert's House Carriage House" with J. P. Copoulos, Architect, for a contract amount of \$29,440.00 from the RCT Parks Improvement/Nevada Landmark Society Roberts House Fund as provided in FY 2007/2008 was approved by the Board of Supervisors on September 20, 2007, however, Mr. Copoulos never signed the contract due to an issue with the contract's professional liability insurance limit requirement. The City will enter into a new contract for the same service with Mr. Copoulos, however, the professional liability insurance limit will be reduced.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to rescind Contract #2007-050 "Robert's House Carriage House" with J. P. Copoulos

Explanation for Recommended Board Action: The agenda report for Contract #2007-050 "Robert's House Carriage House" with J. P. Copoulos was submitted with an unsigned contract. After the contract was approved by the Board of Supervisors, Mr. Copoulos refused to sign the contract because he had an issue with the requirement for him to maintain professional liability insurance in the amount of One Million Dollars per occurrence as he only had a policy for Five Hundred Thousand Dollars per occurrence.

Applicable Statue, Code, Policy, Rule or Regulation: N/A


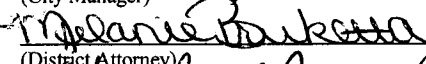
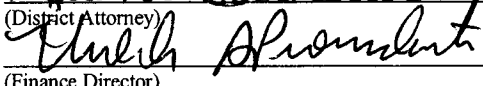
Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Supporting Material: 9/20/07 Contract #2007-050 agenda report

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:  Date: 11-27-07
(City Manager)
 Date: 11-27-07
(District Attorney)
 Date: 11-27-07
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

Item # 5-20

Date Submitted: September 10, 2007

Agenda Date Requested: September 20, 2007

Time Requested: Consent Agenda

To: Mayor and Supervisors
From: Public Works

Subject Title: Action to accept Public Works recommendation to award the contract for "Robert's House Carriage House" Contract #2007-050 and authorize Public Works to issue payments to J.P. Copoulos, Architect, for a contract amount of \$29,440.00 from the RCT Parks Improvement/Nevada Landmark Society Roberts House Fund as provided for in FY 2007/2008.

Staff Summary: The Robert's House Carriage House Project consists of design of a 1,000 square foot, one story building with a vaulted ceiling to provide open roof space over kitchen and bathroom ceilings and design of false carriage house doors on the north side of the building. Project includes all Planning Division's Major Project Review Requirements in document (MPR-07-091), provide cost estimates for each phase and required tests, submittal of complete design with cost estimate for approval to the Carson City Historical Society prior to city submittals, and submit an application, provide samples, cut sheets, and renderings as required to the Historic Resource Commission for review.

Type of Action Requested: (Check One)

- Resolution
- Ordinance
- Formal Action/motion
- Other (Specify)

Does this Action Require a Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to accept Public Works recommendation to award the contract for a contract amount of \$29,440.00 from the RCT Parks Improvement/Nevada Landmark Society Roberts House Fund as provided for in FY 2007/2008.

Explanation for Recommended Board Action: This is a professional services contract. This consultant was selected using the guidelines of NRS as indicated below. A Statement of Qualifications process was used to select this consultant, RFQ 2005-173 "Architectural and Landscape Services". J. P. Copoulos was selected as the one of the firms best qualified for this project.

Applicable Statute, Code, Policy, Rule or Regulation: Architects, Engineers and Surveyors are considered professional services contracts pursuant to the requirements of N.R.S., Chapters 332 and 625; therefore, a formal bidding process is not required.

Fiscal Impact: Not to exceed \$29,440.00



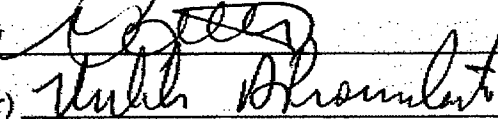
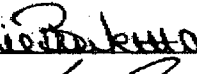
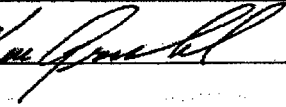
Explanation of Impact: If approved the referenced account(s) could be decreased by \$29,440.00

Funding Source: RCT Parks Improvement/Nevada Landmark Society Roberts House Fund.

Alternatives: Provide Other Direction Pursuant to Board Action.

Supporting Material: Agreement & Proposals from Consultant

Prepared by: Sandy Scott, Contract Coordinator

Reviewed By:		Date:	9/11/07
Parks Department			
Reviewed By: (C/M)		Date:	9/11/07
Reviewed By: (Finance Dir)		Date:	9/11/07
Reviewed By: (DA)		Date:	9/11/07
Reviewed By: (Public Works)		Date:	9/11/07

BOARD ACTION:

Motion _____	1: _____	(Aye)
		(Nay)
	2: _____	_____

(Vote Recorded By)

**PROFESSIONAL SERVICES
AGREEMENT RELATED
TO CONSTRUCTION PROJECTS**

THIS AGREEMENT, made and entered into this 20th day of September, 2007, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY"; and J. P. Copoulos, Architect, a qualified firm, licensed in the State of Nevada and Carson City, with an office located at P.O. Box 2517, Carson City, Nevada 89702, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the Contracts Division for the City and County of Carson City is authorized to approve and accept the Agreement as set forth in and by the following provisions; and

WHEREAS, no contract or Agreement concerning the duties, responsibilities, and/or scope of work by the **CONSULTANT** presently exists; and

WHEREAS, the **CITY** desires to employ the services of the **CONSULTANT** for the intended work hereinafter referred to as "CONTRACT # 2007-050", and titled "Robert's House Carriage House Project"; and

WHEREAS, the **CONSULTANT** shall be compensated for all services rendered as herein agreed.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

ARTICLE 1

1 SCOPE OF WORK:

1.1 Description of Work:

1.1.1 See attached proposal from **Consultant** dated August 23, 2007.

1.2 The **CONSULTANT**, as promptly and as economically as practicable, shall perform the services as described in the *Description of Work*.

1.3 This Agreement represents the entire understanding between the parties. Any amendments to this Agreement shall be agreed upon in writing between the **CITY** and **CONSULTANT**.

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ARTICLE 2

2 TIME OF COMPLETION:

- 2.1 **CONSULTANT** shall complete the *Scope of Work* on or before December 31, 2007, however, this contract continues as long as funding exists to continue. The contract may be terminated after this date by either party giving five (5) days written notice to terminate the contract.
- 2.2 If, however, the **CONSULTANT** is delayed in the performance or completion of the work under this Agreement by labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the **CONSULTANT** and without his fault or negligence, then the time for the performance or completion of said work may be extended for a reasonable period to allow therefore.

ARTICLE 3

3 COMPENSATION:

- 3.1 **CITY** agrees to pay the **CONSULTANT** upon performance of the work described in *Scope of Work*.
- 3.2 **CITY** shall pay **CONSULTANT** compensation based upon a lump sum amount not to exceed \$29,440.00 hereinafter referred to as the **CONTRACT SUM**.
- 3.3 The compensation named herein is for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work.
- 3.4 **CITY** agrees to make payments within thirty (30) days after acceptance of the completed work or from the date the correct invoice is received by the **Contact Person**, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to the **CONSULTANT**.
- 3.5 The **CITY** reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the **CITY** does not allocate funds to continue the function performed by the **CONSULTANT** obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.
- 3.6 None of the sums due or to become due, nor any of the work to be performed under this Agreement shall be assigned, nor shall the **CONSULTANT** subcontract any substantial portion of this Agreement without the **CITY'S** prior written consent.

**PROFESSIONAL SERVICES
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ARTICLE 4

4 PERMITS AND REGULATIONS:

- 4.1 Before commencing with the performance of any work under this Agreement, the **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary.
- 4.2 Before and during the progress of work under this Agreement, the **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement.
- 4.3 If the **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.
- 4.4 **CONSULTANT** agrees to obtain a Carson City Business License and provide a copy of same to Carson City Public Works - Contracts Division prior to commencing work.

ARTICLE 5

5 CITY'S RESPONSIBILITIES:

- 5.1 The **CITY** shall provide requested information to the **CONSULTANT** in a timely manner.
- 5.2 The **CITY** shall designate three (3) representatives who are authorized to act on the **CITY'S** behalf with respect to the Project. These authorized representatives shall render decisions on documents submitted by the **CONSULTANT** in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the services.
 - 5.2.1 **Contract Administrator:**
Sandy Scott, Contract Coordinator
Carson City Public Works - Contracts Division
3505 Butti Way
Carson City, NV 89701
775-887-2355 x1101 / FAX 887-2112
 - 5.2.2 **Project Manager:**
Scott Fahrenbruch
Carson City Parks and Recreation Department
3303 Butti Way, Building 9
Carson City, NV 89701
775-887-2363 x 1003 / FAX 887-2112

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5.2.3 Detailed Invoices using the City's format shall be mailed to:

Daria Petrenko, Management Assistant
Carson City Parks and Recreation Department
3505 Butti Way
Carson City, NV 89701
775-887-2355 x 1023 / FAX 887-2112

ARTICLE 6

6 INSURANCE:

6.1 GENERAL LIABILITY:

6.1.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, such general liability and property damage insurance as shall protect the **CONSULTANT** and any subconsultant performing work covered by the Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the **CONSULTANT'S** performance, or by any subconsultant, person, firm or employee directly or indirectly employed by him.

6.1.2 The **CONSULTANT** agrees that the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701 shall be listed as an additional insured in the amount of One Million Dollars (\$1,000,000.00) per occurrence or accident or Two Million Dollars (\$2,000,000.00) per occurrence.

6.2 PROFESSIONAL LIABILITY:

6.2.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, errors and omissions insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence.

6.3 INDUSTRIAL INSURANCE:

6.3.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, worker's compensation insurance as required by the provisions of Chapter 616 of the NRS.

6.4 ADDITIONAL INSURANCE REQUIREMENTS:

6.4.1 Upon failure to provide insurance, the **CITY** may, at its sole option, order the **CONSULTANT** to stop work, suspend the Agreement, or terminate the Agreement.

6.4.2 The **CONSULTANT** shall furnish to the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701, the certificates of said insurances prior to commencing work.

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- 6.4.3 Within 24 hours of any suspension, cancellation, reduction, or termination of coverage, the **CONSULTANT** agrees to provide the **CITY** written notice of same.
- 6.4.4 In the event the **CITY** must pay any premium(s) on behalf of the **CONSULTANT**, after the execution of this Agreement, the **CONSULTANT** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **CONSULTANT** by the **CITY**.

ARTICLE 7

7 INDEMNIFICATION:

- 7.1 This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the **CONSULTANT** will be an independent contractor and not Carson City's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, The Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Nevada State revenue and taxation law. The **CONSULTANT** will remain sole and absolute discretion in the judgment of the manner and means of carrying out the **CONSULTANTS** activities and responsibilities hereunder. The **CONSULTANT** agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the **CONSULTANT** and the City, and the City will not be liable for any obligation incurred by the **CONSULTANT**, including but not limited to unpaid minimum wages and/or overtime premiums.
- 7.2 The **CONSULTANT** hereby agrees to indemnify, hold harmless and defend, not excluding the City's right to participate, the City, its officers, agents and employees, from and against all liability, claims, actions, damages, losses and expense, including but not limited to reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the Consultant, its officers, agents and employees.
- 7.3 The **CITY** hereby agrees to indemnify, hold harmless and defend, not excluding the Consultant's right to participate, the Consultant, its officers, agents and employees, from and against all liability, claims, actions, damages, losses and expense, including but not limited to reasonable attorneys' fees and costs arising out of any negligent or willful acts or omissions of the City, its officers, agents and employees.

ARTICLE 8

8 TERMINATION:

- 8.1 Anything in this Agreement to the contrary notwithstanding, if the **CONSULTANT** should fail to make progress as to endanger performance of this Agreement in accordance with its terms, or if he should fail to make prompt payments to subconsultants for material or labor, or if he should violate any laws, ordinances or regulations, or otherwise violate any provision of this Agreement; then the **CITY** may, without prejudice to any other right or remedy, terminate

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

this Agreement in whole or from time to time in part upon written notice and proceed to complete or cause the work to be completed.

- 8.2 The CITY may deduct the cost of completing the said work from payments then or thereafter due to the CONSULTANT, who shall pay the CITY any amount by which such cost of completion shall exceed the unpaid monies due or to become due to the CONSULTANT.
- 8.3 In addition to the provisions of the preceding paragraph, the CITY shall have the right to terminate this Agreement without cause upon five (5) days' written notice to the CONSULTANT. In that event, the CITY shall pay to the CONSULTANT a proportionate amount of the CONTRACT SUM, as amended, based upon the percentage of the completion of the work under this Agreement and any amendment hereto.

ARTICLE 9

9 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS:

- 9.1 The Drawing, Specifications and other documents prepared by the CONSULTANT for the Project are instruments of the CONSULTANT'S service for use solely with respect to the Project and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.
- 9.2 The CITY shall be permitted to retain copies, including reproducible copies, of the CONSULTANT'S Drawings, Specifications, and other documents for information and reference in connection with the Project.
- 9.3 The CONSULTANT'S Drawings, Specifications and other documents shall not be used by the CITY or others without expressed permission of the CONSULTANT.

ARTICLE 10

10 MISCELLANEOUS:

- 10.1 This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Nevada.
- 10.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 10.3 The CITY and CONSULTANT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

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- 10.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.
- 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.
- 10.6 CONSULTANT shall be required to maintain telephone service such that the CITY may contact or leave a message for the CONSULTANT or their designee at any time. CONSULTANT shall provide advance notice to the CITY of any change in telephone number.
- 10.7 Written notice under this Agreement, shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered mail to the CONSULTANT at the address shown on page 9, or to the CITY at the address shown herein.
- 10.7.1 Notice to CITY shall be addressed to:
- Carson City Public Works - Contracts Division
C/O Sandy Scott, Contract Coordinator
3505 Butti Way
Carson City, NV 89701
775-887-2355 x1101 / FAX 887-2112
- 10.8 Failure of either party to this Agreement to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of subsequent failures to comply with any such provision.
- 10.9 Severability. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 10.10 This Agreement may not be altered or amended in any way whatsoever, except in writing signed by both of the parties hereto.

ARTICLE 11

11 COST ACCOUNTING AND AUDITS:

- 11.1 If required by the CITY, the CONSULTANT agrees to make available to the CITY within two (2) years after the completion of the work under this Agreement, such books, records, receipts, vouchers, or other data as may be deemed necessary by the CITY to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the work performed under this Agreement.

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12 ACKNOWLEDGMENT AND EXECUTION:

12.1 This **AGREEMENT** entered into as of the day and year first written above.

CITY'S CONTRACTING AGENT

BY: Sandy Scott
Title: Contract Coordinator
Carson City Public Works
Contracts Division
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 x1101

Signature

DATED this ____ day of _____, 2007

CITY CONTACT PERSON

NAME: Scott Fahrenbruch
PHONE: 775-887-2363 x 1003

REVIEWED BY:

Kim Belt
Capital Program Manager
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
775-887-2355 x 1016
FAX: 775-887-2112

Signature

CITY DEPARTMENT:

Public Works

I hereby concur with the initiation of this Agreement and I certify that the consultant will not be given authorization to begin work until this Agreement has been signed by all parties.

BY: Andrew Burnham

Title: Public Works Director

Address: 3505 Butti Way

Carson City, NV 89706

Telephone: 775-887-2355 x 1001

Signature

DATED this ____ day of _____, 2007

I certify that the funds are available for this project.

FUNDING SOURCE: RCT 350-5000-452-7138
Parks Improvement/Nevada Landmark Society
Robert's House Fund

BUDGET ALLOCATION: \$29,440.00

By: Roger Moellendorf, Parks & Rec. Director

Signature

**PROFESSIONAL SERVICES
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TO CONSTRUCTION PROJECTS**

STATE OF NEVADA)
) ss
CARSON CITY)

John P. Copoulos deposes and says: That he is the Consultant, or authorized agent of the Consultant, for whom the aforesaid described work is to be performed by; that he has read the foregoing Agreement and understands the terms, conditions, and requirements thereof.

I further understand that I must not begin work on this project until this Agreement has been signed by the Contracts Division.

CONSULTANT

BY: John P. Copoulos
TITLE: Owner
FIRM: J. P. Copoulos, Architect
BUSINESS LICENSE #: 07-988
Address: P.O. Box 2517
City: Carson City
State/Zip Code: Nevada, 89702
Telephone: 775-885-7907
Fax#

(Signature of Consultant)

DATED this ____ day of _____, 2007

WITNESS

NAME: _____
(printed name of witness)

L.S.

(signature of witness)

DATED this ____ day of _____, 2007

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

SAMPLE INVOICE

Carson City
Attn: Karen White
3505 Butti Way
Carson City NV 89701

Invoice Number:
Invoice Date:

Carson City Contract Number:
Carson City Contract Name (as it appears in the Agreement):
Service Period: From January 1, 2007 through January 31, 2007

Task	Title	Hours This Cycle	Rate	Total \$\$	Hours To Date	Total \$\$ To Date
Name of task (per scope of work)	Title or professional category of person performing the task	Total hours billed this cycle for this title or category	Hourly rate in \$/hr.	\$\$	Total hours for this task for this title or category from notice to proceed to date	\$\$
ditto	Title or professional category of NEXT person performing this task	Total hours billed this cycle for this person	Hourly rate in \$/hr.	\$\$	Total hours for this task for NEXT title or category from notice to proceed to date	\$\$
Continue for all persons performing on this task						
NEXT task	Fill in all personnel and task information as above					

Invoice Amount this cycle \$\$
Budgeted Amount \$\$
Bill to date (incl. This inv.) \$\$
Dollars remaining on Contract \$\$

% of project complete %
% of budget billed to date %

Status of Tasks (as described in scope of work)

List of Tasks Completed

List of Tasks in Progress

Current status of tasks in progress and % complete

Expected date of completion

Critical path/action/items that may impact expected date of completion

List of Future Tasks

Expected date of completion

Critical path/action/items that may impact expected date of completion

ENCLOSE COPIES OF ALL SUPPORTING DOCUMENTATION INCLUDING TIME SHEETS, RECEIPTS, INCLUDING THOSE FOR INVOICES FOR EXPENSES & OUTSIDE SERVICES

END OF DOCUMENT

J.P. COPOULOS, ARCHITECT

P.O. BOX 2517 CARSON CITY, NEVADA 89702 775 885 7907

Date 8/23/2007

Carson City Parks & Rec.
Roger Moellendorf
3303 Butti Way, Bldg #9
Carson City, Nevada 89701

Proposal for Architectural Services

PROJECT Roberts Carriage House

TASK	ITEM	DESCRIPTION	HRS	COST	TOTAL
Construction Drawings					
Architectural	Architectural			7,040.00	7,040.00
Structural	Consultant			5,000.00	5,000.00
Civil	Consultant			7,400.00	7,400.00
Mechanical	Consultant			2,600.00	2,600.00
Electrical	Consultant			1,400.00	1,400.00
Construction Administration					
Architectural	Architectural			2,500.00	2,500.00
Engineering	Consultant			3,500.00	3,500.00
Soils Engineering	Not Included			0.00	
Landscape	Not Included			0.00	

TOTAL \$29,440.00

If the above proposal is agreeable, please sign and return a copy to our office so we can prepare a contract. AIA contract B-155 would be used for this project. This proposal is good for thirty days.

Accepted: _____

SIGNATURE _____