

**City of Carson City  
Agenda Report**

**Date Submitted:** November 19, 2012

**Agenda Date Requested:** December 6, 2012

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Public Works

**Subject Title:** Action to adopt Resolution No. \_\_\_\_\_ a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and Douglas County Relating to Construction Management Services (Schulz)

**Staff Summary:** This agreement provides for Carson City personnel to provide the construction management services for the North County Booster Pump Station Project which will provide water to north Douglas County and Carson City, and sets forth the method of payment for the service.

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

**Does This Action Require A Business Impact Statement:** ( ) Yes (XXX) No

**Recommended Board Action:** I move adopt Resolution No. \_\_\_\_\_ a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and Douglas County Relating to Construction Management Services.

**Explanation for Recommended Board Action:** This agreement provides for Carson City personnel to provide the construction management services for the North County Booster Pump Station Project which will provide water to north Douglas County and Carson City, and sets forth the method of payment for the service. In an effort to provide savings to both Douglas County and Carson City, Public Works staff will perform construction management services for this pump station. Initially the plan was to use a third party consultant to perform these services, but with Carson City Public Works staff available the plan was modified to perform in-house and realize a considerable savings. The North County Pump Station will primarily serve Carson City with water, but will also serve the North Douglas County area also, resulting in the City funding the major share of the pump station construction and construction management. Douglas County will reimburse the City directly for their portion of the construction management performed based on a percentage formula using water usage. It is anticipated that Douglas County will be reimbursing the City approximately \$51,000 in fees under this Agreement. The Douglas County Board of Commissioners will also consider this agreement at their meeting on December 6, 2012.

**Applicable Statue, Code, Policy, Rule or Regulation:** NA

Uranium Limit - 40 CFR Part 141, Subpart G, 141.66 (e)

**Fiscal Impact:** Approximately \$175,000 savings to the Regional Water Project Budget

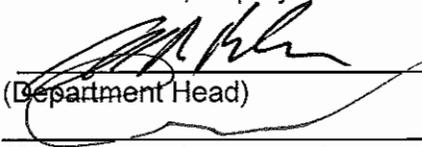
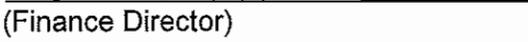
**Explanation of Impact:** \$175,000 savings

**Funding Source:** Water Fund

**Alternatives:** Do not approve and direct staff otherwise.

**Supporting Material:** Interlocal Agreement between Carson City and Douglas County.

**Prepared By:** Darren Schulz, Deputy Public Works Director

**Reviewed By:**  Date: 11-27-12  
(Department Head)  
 Date: 11/27/12  
(City Manager)  
 Date: 11/27/12  
(District Attorney)  
 Date: 11/27/12  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

## INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES

A Contract Between

Carson City  
201 N. Carson Street, Suite 2  
Carson City, Nevada 89701  
775-887-2100

and

Douglas County  
1220 Airport Road, F2  
Post Office Box 218  
Minden, Nevada 89423  
775-782-6227

This Interlocal Agreement Between Public Agencies (the "Agreement") is made this \_\_\_\_\_ day of December, 2012, by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Carson City, Nevada ("Carson City"). The County and Carson City are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the Parties are public agencies pursuant to NRS 277.100; and

WHEREAS, NRS 277.180(1) permits one or more public agencies to contract with any other public agency to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, it is deemed that the services of Carson City are necessary to Douglas County and in the best interests of the Parties; and

WHEREAS, NRS 277.180(3) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include joint use of personnel, equipment and facilities for the promotion of the health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities which are parties to the Agreement; and

WHEREAS, by entering into this Agreement Douglas County and Carson City will be able to provide greater public services to their citizens.

## AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid premises, the Parties mutually agree as follows:

1. REQUIRED APPROVAL. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, and employees.
3. CONTRACT TERM. Once this Agreement is approved and becomes effective, it shall remain in effect until June 30, 2014, unless sooner terminated by either Party as set forth in this Agreement.
4. TERMINATION. This Agreement may be terminated by either Party prior to the date set forth in paragraph (3) provided, however, that a termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Agreement may be terminated immediately by mutual consent of both Parties or unilaterally by either Party, without cause, with proper notice. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State funding to satisfy this Agreement is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth above.
6. INCORPORATED DOCUMENTS. The Parties agree that the services to be performed shall be specifically described and incorporates the following attachment: ATTACHMENT A: STANDARD SCOPE OF SERVICES.
7. CONSIDERATION. CARSON CITY agrees to provide the services set forth in Attachment A to Douglas County at a cost not to exceed Two Hundred Twenty-Seven Thousand, Nine Hundred Forty Dollars (\$227,940.00).
8. ASSENT. The Parties agree that the terms and conditions listed on the incorporated attachment to this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State of Nevada or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

b. Inspection & Audit. Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice to any Party.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years or, if any federal funds are used related to this Agreement, for five years. The retention period runs from the date of the termination of this Agreement. The retention period shall be extended if an audit is scheduled to occur or is in progress for a period reasonably necessary to complete the audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. The failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party's reasonable attorneys' fees and costs incurred. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, \$125 per hour for attorneys employed by the Parties.

11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Both Parties agree that they will not seek punitive damages nor shall punitive damages be awarded to either Party. The Parties understand and agree that any award of actual damages for any breach of contract claim must never exceed the amount of funds which have been appropriated for payment under this Agreement but not yet paid.

12. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph eleven (11) of this Agreement, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys' fees and costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation, mediation or arbitration with legal counsel of its own choice.

14. INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and, in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach or similar future breaches.

16. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, then this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation

by either Party in performance of its obligations under this Agreement shall be the property of the County.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose public records unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.

21. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in paragraph six (6) -- ATTACHMENT A: STANDARD SCOPE OF SERVICES.

22. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Ninth Judicial District Court in and for Douglas County, State of Nevada for enforcement of this Agreement.

23. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

**CARSON CITY**

\_\_\_\_\_  
Robert Crowell, Mayor (Date)

Attest:

By: \_\_\_\_\_  
Alan Glover, Carson City Clerk/Recorder

**DOUGLAS COUNTY**

\_\_\_\_\_  
Lee Bonner, Chairman (Date)  
Douglas County Board of Commissioners

Attest:

By: \_\_\_\_\_  
Ted Thran, Douglas County Clerk/Treasurer

## **ATTACHMENT A** **STANDARD SCOPE OF SERVICES**

### **PROJECT UNDERSTANDING**

The North County Booster Pump Station Project generally consists of a booster pump station with one set of pumps to pump water to Douglas County and a second set of pumps to pump water to Carson City, a backup electrical generator, site waterline piping, paving, fencing, detention basin, and telemetry and SCADA improvements. Carson City will provide construction administration services for the North County Booster Pump Station Project (the "Project") as outlined below.

### **PROGRAM MANAGEMENT**

- ❑ **Meetings** - Organize, schedule, attend and record all program related meetings.
- ❑ **Establish Project Management Information System** - Develop a Management Information System ("MIS") in order to establish communication between the **COUNTY, CARSON CITY, Manhard Consulting Ltd.** (the "Design Professional"), any general contractors retained by **COUNTY** ("Contractor"), and other parties participating on the Project. In developing the MIS, **CARSON CITY** shall interview the **COUNTY's** key personnel, the Design Professional and others in order to determine the type of information for reporting, the reporting format and the desired frequency for distribution of the various reports.
- ❑ **Review Documents** - Review all documents pertaining to the program.

### **CONSTRUCTION MANAGEMENT**

#### **PRE-CONSTRUCTION PHASE SERVICES**

- ❑ **Pre-Construction Conference** - Organize, schedule and attend and record the pre-construction conference prior to the start of any field activities.

#### **CONSTRUCTION PHASE SERVICES**

- ❑ **On-Site Management & Construction Phase Communication Procedures** - **CARSON CITY** shall provide and maintain a management team on the Project site to provide contract administration as an agent of the **COUNTY**, and **CARSON CITY** shall establish and implement coordination and communication procedures among **COUNTY, CARSON CITY, Design Professional** and Contractor.
- ❑ **Construction Administration Procedures** - **CARSON CITY** shall establish and implement procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the

maintenance of all logs and records. As the COUNTY's representative at the construction site, CARSON CITY shall be the designated party to whom all such information shall be submitted.

- **Reports** - Prepare any reports that may be required during the construction phase. Prepare and deliver timely monthly reports to COUNTY.
- **Permits, Bonds and Insurance** - CARSON CITY shall verify that the required permits, bonds and insurance, have been obtained. Such action by CARSON CITY shall not relieve the Contractor of its responsibility to comply with the provisions of the Contract Documents.
- **Review of Requests for Information, Shop Drawings, Samples & Other Submittals**  
CARSON CITY shall review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Master Schedule. CARSON CITY shall forward to the Design Professional for review the request for clarification or interpretation, shop drawing, sample, or other submittal, along with CARSON CITY's comments. CARSON CITY's comments shall not relate to design considerations but rather to matters of constructability, cost, sequencing, scheduling and time of construction, and clarity, consistency, and coordination in documentation. CARSON CITY shall transmit to the Contractor all information it receives from the Design Professional.
- **Work Change Directives and Change Order Preparation, Negotiation and Processing** – CARSON CITY shall establish, implement and coordinate systems for processing all contract work change directives and change orders. Prepare independent cost estimates for all contract work change directives and change orders. Negotiate all contract work change directives and change orders with the Contractor. Prepare contract work change directives and change order document for execution by Contractor and COUNTY.
- **Claim Management and Negotiation** – Establish a system to negotiate potential claim issues and attempt to resolve all potential issues prior to arbitration. Attempt to mediate all issues, evaluate time impact analyses, and evaluate cost issues. Prepare final report on all outstanding issues.
- **Change Order Reports** - CARSON CITY shall periodically prepare and distribute Change Order Reports during the Construction Phase. The Report shall list all COUNTY-approved change orders by number, a brief description of the change order work, the cost established in the change order, and the percent of completion of the change order work.
- **Minor Variations in the Work** - CARSON CITY may authorize minor variations in the Work from the requirements of the contract Documents that do not involve an adjustment in the contract price or the contract time and which are consistent with the overall intent of the Contract Documents. COUNTY shall provide to the Design Professional copies of such authorizations. CARSON CITY will prepare field orders to document and authorize minor variations in the work.
- **Contractor's Construction Schedule** - CARSON CITY shall review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.
- **Recovery Schedules** - CARSON CITY may require the Contractor to prepare and submit a Recovery Schedule, as specified in the Contract Documents.

- ❑ **Maintain "As-Built" Schedule** – CARSON CITY shall maintain a daily track of Contractor's efforts during construction on a printout on a schedule as agreed upon.
- ❑ **Progress Payments** – CARSON CITY shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. CARSON CITY shall make appropriate adjustments to each payment application and shall prepare and forward to the COUNTY a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.
- ❑ **Cash Flow Projections** - Prepare monthly cash flow projections from information derived from monthly schedule update reports.
- ❑ **Certified Payroll Review** - Review Contractor's certified payroll submittals for compliance with prevailing wage requirements and state and federal laws.
- ❑ **Construction Administration Services** - Provide administrative and management services during construction phase. Implement and monitor management procedures. Manage all project documentation.
- ❑ **Quality Review** - CARSON CITY shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the COUNTY against defects and deficiencies in the Work of the Contractors. CARSON CITY shall reject Work and transmit to the COUNTY and Contractor a notice of nonconforming Work when it is the opinion of CARSON CITY, COUNTY or the Design Professional that the Work does not conform to the requirements of the Contract Documents. Except for minor variations, CARSON CITY is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to approve or accept any portion of the work not performed in accordance with the Contract Documents. Communication between CARSON CITY and Contractor with regard to Quality Review shall not in any way be construed as binding COUNTY or as releasing the Contractor from the fulfillment of any of the terms of the applicable Contract Documents. CARSON CITY will not be responsible for, nor does CARSON CITY control, the means, methods, techniques, sequences and procedures of construction for the Project. It is understood that CARSON CITY's action in providing Quality Review as stated herein is a service to the COUNTY and by performing as provided herein, CARSON CITY is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the construction work for the Project. No action taken by CARSON CITY shall relieve any or all of the Contractors from their obligation to perform their work in strict conformity with the Contract Documents and in strict conformity with all other applicable laws, rules and regulations.
- ❑ **Photographs and Videos** - Provide videotape and photographic documentation of project site prior to and during construction.
- ❑ **Maintain "As-Built" Drawings** - Maintain one set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications and change orders.
- ❑ **Subsurface & Physical Conditions** - Whenever the Contractor notifies CARSON CITY that a surface or subsurface condition at or contiguous to the site is encountered that differs from what the Contractor is entitled to rely upon or from what is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, CARSON CITY shall notify the Design Professional. CARSON CITY shall receive from the Design Professional and transmit

to the Contractor all information necessary to reflect any design changes required to be responsive to the differing or changed condition and, if necessary, shall prepare a change order.

- ❑ **Manage Off-site Inspection Services** - Schedule and coordinate all off-site inspection services.
- ❑ **Manage Field Testing Services** - Schedule and coordinate all field testing services.
- ❑ **Manage Laboratory Testing Services** - Schedule and manage all laboratory testing services.
- ❑ **Coordination of Other Independent Consultants** - Technical inspection and testing provided by third parties shall be coordinated by **CARSON CITY**. **CARSON CITY** shall receive a copy of all inspection and testing reports on the day of the inspection or test.
- ❑ **Reports** - Prepare weekly summary reports of construction progress. Prepare any other reports related to field services as directed by **COUNTY**.
- ❑ **Resident Engineering** - Manage all field operations relating to project inspection, materials testing, measurement and payment, administration and conflict resolution.
- ❑ **Field Office Assistance** - Provide engineering and technical support to the resident engineer in managing all field operations.
- ❑ **Field Inspection** - Provide daily detailed field inspection services to verify compliance with the Contract Documents.
- ❑ **Off-site Inspection** - Provide inspection as required at any off-site location to verify compliance with Contract Documents.
- ❑ **Field Testing** - Test installed materials to verify compliance with Contract Documents.
- ❑ **Laboratory Testing** - Utilizing laboratory methods, test construction materials to verify compliance with Contract Documents.
- ❑ **Labor Compliance, Equal Opportunity and Disadvantaged Business Requirements** - Monitor Contractor's efforts in relation to all Equal Employment Opportunity and labor compliance requirements. Discuss all requirements with Contractor at pre-job conference. Conduct employee interviews to ensure compliance with all labor regulations.
- ❑ **Evaluate the Low Bidder's Proposal for Good Faith Effort in Meeting Goals** - Monitor construction contract to verify utilization of DBE subcontractors according to bid proposal. Investigate all complaints regarding non-compliance.
- ❑ **Contractor's Safety Program** - **CARSON CITY** shall require each Contractor that will perform Work at the site to prepare and submit to **CARSON CITY** for general review a safety program as required by the Contract Documents. **CARSON CITY** shall review each safety program to determine that the programs of the various prime Contractors performing work at the site, as submitted, provide for coordination among the Contractors of their respective programs. **CARSON CITY** shall not be responsible for any Contractor's implementation of or compliance with its safety programs or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above with the other prime Contractors performing the work at the site. **CARSON CITY** shall

not be responsible for the adequacy or completeness of any Contractor's safety programs, procedures or precautions.

- ❑ **Notify Contractor of Safety Problems** - Direct Contractor to suspend work if imminent hazard is not immediately remedied or a dangerous condition persists.
- ❑ **Investigate All Accidents** - Gather all information relating to any accidents. Conduct a "committee" investigation if deemed necessary. Prepare accident reports.
- ❑ **Traffic Control and Public Safety** - Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control plans. Report deficiencies to Contractor.

#### **OVERTIME FIELD SERVICES**

- ❑ **Overtime Field Inspection** - Provide overtime field inspection services as authorized.
- ❑ **Overtime Off-site Inspection** - Provide overtime off-site inspection services as authorized.
- ❑ **Overtime Office Engineers** - Provide overtime office engineering services as authorized.
- ❑ **Overtime Office Technicians** - Provide overtime office technician services as authorized.
- ❑ **Overtime Field Testing** - Provide overtime field testing services as authorized.
- ❑ **Overtime Laboratory Testing** - Provide overtime laboratory testing services as authorized.
- ❑ **Overtime Surveying** - Provide overtime surveying services as needed.

#### **FINAL ACCEPTANCE/CLOSEOUT SERVICES**

- ❑ **Meetings** - Conduct and coordinate meetings with COUNTY and Contractor related to the completion of the Project. Prepare meeting notices and prepare and distribute meeting minutes.
- ❑ **Consultant Management** - Monitor and coordinate the efforts of the design consultants and specialty consultants during the final acceptance and Project closeout.
- ❑ **Reports** - Prepare any reports that may be required during the final acceptance and Project closeout.
- ❑ **Final Inspection and Punch List** - Provide final inspection and prepare list of Project construction deficiencies for resolution by Contractor.
- ❑ **Construction Approval/Acceptance** - Make recommendations to COUNTY regarding final Project approval and acceptance.
- ❑ **Final Payment** - Make recommendations to COUNTY regarding Contractor's final progress payment request. Prepare final progress payment report for submission to COUNTY.
- ❑ **Occupancy Assistance** - Assist COUNTY in preparing plan for move-in and occupancy. Assist COUNTY in implementing move-in and occupancy plan.

- ❑ **Start-up Coordination** - Assist COUNTY during start-up and debugging of Project.
- ❑ **Warranty Coordination** - Assist COUNTY during Project warranty period if corrective work is required.
- ❑ **Project Closeout** - Prepare all documentation needed for Project closeout. Deliver all Project documentation to COUNTY.
- ❑ **Final Report** - Provide COUNTY with a Project final report that includes the following:
  - A financial summary of the construction contracts, change orders, architectural services, Project management services and direct purchase items.
  - A summary of Project change orders.
  - A construction summary and schedule review.
  - A summary of final acceptance.
  - A review and report on the general contractor, subcontractors and major equipment suppliers.

#### **ADDITIONAL SERVICES**

At the request of the COUNTY, CARSON CITY shall perform Additional Services and CARSON CITY shall be compensated as agreed to by COUNTY in writing. CARSON CITY shall perform Additional Services only after the COUNTY and CARSON CITY have executed a written Amendment to this Agreement providing such services. Additional Services may include:

- ❑ Services during the Design or Construction Phases related to investigation, appraisal or evaluation of surface or subsurface conditions at or contiguous to the site of the Project, or other existing conditions, facilities, or equipment that differs from what is indicated in the Contract Documents, or determination of the accuracy of existing drawings or other information furnished by the COUNTY.
- ❑ Services related to the procurement, storage, maintenance and installation of the COUNTY-furnished equipment, materials, supplies and furnishings.
- ❑ Preparation of a Project financial feasibility study.
- ❑ Preparation of financial, accounting or MIS reports not provided under Basic Services.
- ❑ Preparation of an Operations and Maintenance Manual.
- ❑ Services related to recruiting and training of maintenance personnel.
- ❑ Services provided in respect of a dispute between the COUNTY and the Contractor.
- ❑ Performing warranty inspections during the warranty period of the Project.

- ❑ Consultation regarding replacement of Work damaged by fire and or other cause during construction and furnishing services in connection with the replacement of such work.
- ❑ Services made necessary by the default of the Contractor.
- ❑ Preparation for, and serving as witness in connection with, any public or private hearing or arbitration, mediation or legal proceeding.

Douglas County - Carson City Booster Station Project  
Construction Management Services

Project Schedule	2013											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
North County Booster Pump Station												

Construction Manager: 2 hours/day  
Inspector: 4 hours/day  
Doc. Control Spec: 2 hours/day

Project Staffing Plan														Total Hours	Extension for 2013	Project Totals
Months	Billing Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Hours Per Month		160	160	200	200	160	160	160	160	200	200	160	160			
<b>Construction Management Services</b>																
Construction Manager	\$80.25	40	40	50	50	40	40	40	40	50	50	40	40	520	\$41,730.00	\$48,150.00
Construction Inspector	\$64.50	80	80	100	100	80	80	80	80	100	100	80	80	1,040	\$67,080.00	\$69,660.00
Doc. Control Specialist	\$47.00	40	60	60	50	40	40	40	40	50	50	40	40	550	\$25,850.00	\$27,730.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Subtotal</b>		160	180	210	200	160	160	160	160	200	200	160	160	2,110	\$134,660.00	\$145,540.00
<b>Overtime Services - Additional Services</b>																
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Subtotal</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Special Services</b>																
Terracon		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$55,000.00
V&A		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$6,900.00
Gnomon		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Hourly Truck Rate	\$0.00	160	180	210	200	160	160	160	160	200	200	160	160	2110	\$0.00	\$0.00
Hourly Cellphone Rate	\$0.00	160	180	210	200	160	160	160	160	200	200	160	160	2110	\$0.00	\$0.00
Computers and Electronics	\$0.00	160	180	210	200	160	160	160	160	200	200	160	160	2110	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Subtotal</b>															\$0.00	\$61,900.00
<b>Totals</b>														2,110	\$134,660.00	\$207,440.00

**Douglas County - Carson City Booster Station Project  
Construction Management Services**

Project Schedule	2014											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
North County Booster Pump Station												

Construction Manager: 2 hours/day  
Inspector: 4 hours/day  
Doc. Control Spec: 2 hours/day

Project Staffing Plan														Total Hours	Extension for 2014	Project Totals		
Months	Billing Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Hours Per Month		160	160	200	200	160	160	160	160	200	200	160	160					
<b>Construction Management Services</b>																		
Construction Manager	\$80.25	40	40	0	0	0	0	0	0	0	0	0	0	0	0	80	\$6,420.00	\$54,570.00
Construction Inspector	\$64.50	80	80	0	0	0	0	0	0	0	0	0	0	0	0	160	\$10,320.00	\$79,980.00
Doc. Control Specialist	\$47.00	40	40	0	0	0	0	0	0	0	0	0	0	0	0	80	\$3,760.00	\$31,490.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Subtotal</b>		160	160	0	0	0	0	0	0	0	0	0	0	0	0	320	\$20,500.00	\$166,040.00
<b>Overtime Services - Additional Services</b>																		
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Subtotal</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Special Services</b>																		
Terracon		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$55,000.00
V&A		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$6,900.00
Gnomon		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Hourly Truck Rate	\$0.00	160	160	0	0	0	0	0	0	0	0	0	0	0	0	320	\$0.00	\$0.00
Hourly Cellphone Rate	\$0.00	160	160	0	0	0	0	0	0	0	0	0	0	0	0	320	\$0.00	\$0.00
Computers and Electronics	\$0.00	160	160	0	0	0	0	0	0	0	0	0	0	0	0	320	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
<b>Subtotal</b>																	\$0.00	\$61,900.00
<b>Totals</b>																320	\$20,500.00	\$227,940.00