



Prepared By: Sheri Russell, Accounting Manager, Purchasing and Contracts Department

Reviewed By: [Signature] Date: 7/28/15  
(Public Works)  
[Signature] Date: 7/28/15  
(City Manager)  
[Signature] Date: 7/28/15  
(District Attorney)  
[Signature] Date: 7/28/15  
(Finance Director)

**Board Action Taken:**

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

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

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT RELATED TO  
CONSTRUCTION PROJECTS (Architects, Engineers, and Land Surveyors)  
AMENDMENT No. 1  
Contract No. 1314-127  
Engineering Services for Water Reclamation Plant Improvements**

**THIS AMENDMENT** is an Amendment to Professional Services Agreement Related to Construction Projects (Architects, Engineers, and Land Surveyors), Amendment No. 1 to Contract No. 1314-127, Engineering Services for Water Reclamation Plant Improvements (hereinafter "Contract Amendment No. 1"). It re-opens and amends **Contract No. 1314-127** and is made and entered into this 6<sup>th</sup> day of August, 2015, by and between Carson City, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**," and Carollo Engineers, Inc., hereinafter referred to as "**CONSULTANT**." **Contract No. 1314-127** is hereinafter referred to as Contract.

**WITNESSETH:**

**WHEREAS**, during the performance of **CONSULTANT'S** duties pursuant to the Contract **CITY** requests an extension of the contract term to allow the **CONSULTANT** appropriate time to complete their work; and

**WHEREAS**, **CITY** and **CONSULTANT** desire to re-open and amend the Contract to provide **CONSULTANT** additional time to perform the **SERVICES** as set forth in the Contract; and

**WHEREAS**, this Contract Amendment No. 1 is at the request of both **CITY** and **CONSULTANT**, and that significant benefit will be derived by **CITY** hereby.

**NOW, THEREFORE**, in consideration of the aforesaid mutual promises herein, **CITY** and **CONSULTANT**, by and through their respective authorized representatives, agree to re-open the Contract and amend it as follows:

1. Amend Paragraph 2.1 of the Contract to provide in its entirety as follows:

This Contract shall be effective from December 19, 2013 to June 30, 2016, unless sooner terminated by either party as specified in the Contract at Section 7, entitled "CONTRACT TERMINATION."

**IT IS ALSO AGREED**, that all unaffected conditions, requirements, and restrictions of the Contract remain in full force and effect for the duration of the extended Contract term.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT RELATED TO  
CONSTRUCTION PROJECTS (Architects, Engineers, and Land Surveyors)  
AMENDMENT No. 1  
Contract No. 1314-127  
Engineering Services for Water Reclamation Plant Improvements**

**ACKNOWLEDGMENT AND EXECUTION:**

In witness whereof, the parties hereto have caused this Contract Amendment No. 1 to be signed and intend to be legally bound thereby.

**CARSON CITY**  
Finance Director  
Attn: Sheri Russell, Accounting Manager  
Purchasing & Contracts Department  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7222  
Fax: 775-887-2107  
SRussell@carson.org

**CITY'S LEGAL COUNSEL**  
Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: \_\_\_\_\_  
Nancy Paulson, Finance Director

By: \_\_\_\_\_  
Deputy District Attorney

DATED \_\_\_\_\_

DATED \_\_\_\_\_

**CITY'S ORIGINATING DEPARTMENT**  
BY: Darren Schulz, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355  
Fax: 775-887-2112  
DSchulz@carson.org

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

DATED \_\_\_\_\_

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT RELATED TO  
CONSTRUCTION PROJECTS (Architects, Engineers, and Land Surveyors)  
AMENDMENT No. 1**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

Undersigned, deposes and says: That he is the **CONSULTANT** or authorized agent of the **CONSULTANT**; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

**CONSULTANT**

**BY:** Eric Leveque, P.E.

**TITLE:** Senior Vice President

**FIRM:** Carollo Engineers, Inc.

**CARSON CITY BUSINESS LICENSE #:** 15-0009702

**Address:** 376 E. Warm Springs Rd., Ste 250

**City:** Las Vegas

**State:** NV

**Zip Code:** 89119

**Telephone:** (702) 792-3711 / **Fax #:** (702) 792-4533

**E-mail Address:** eleveque@carollo.com

\_\_\_\_\_  
(Signature of **CONSULTANT**)

DATED \_\_\_\_\_.

STATE OF \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

Signed and sworn (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by

\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT RELATED TO  
CONSTRUCTION PROJECTS (Architects, Engineers, and Land Surveyors)  
AMENDMENT No. 1  
Contract No. 1314-127  
Engineering Services for Water Reclamation Plant Improvements**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on August 6, 2015, approved the acceptance of the Amendment No. 1, **Contract No. 1314-127**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract Amendment No. 1 in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
ROBERT L CROWELL, MAYOR

DATED this 6<sup>th</sup> day of August, 2015.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 6<sup>th</sup> day of August, 2015.

**City of Carson City  
Agenda Report**

**Date Submitted:** December 19, 2013    **Agenda Date Requested:** December 19, 2013  
**Time Requested:** 15 minutes

**To:** Mayor and Supervisors  
**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To approve Contract No. 1314-127 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Carollo Engineers, Inc., to provide Engineering Services for Water Reclamation Plant Improvements through December 31, 2014 for a not to exceed amount of \$2,996,000.00 to be funded from the Wastewater Capital Projects/Services Account in the Wastewater Fund as provided for in FY 2013/2014. (Kim Belt)

**Staff Summary:** This contract provides for Engineering Services for Water Reclamation Plant Improvements including: Project Management; CMAR Pre-Construction Contract Development; Detailed Design; Reviews, Approvals and Permits; Preparation of Plans and Specifications; CMAR Construction Contract and Front End Document Development; and Develop Cost Model and GMP Review and Validation.

**Type of Action Requested:** (check one)

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

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

**Recommended Board Action:** I move to approve Contract No. 1314-127 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Carollo Engineers, Inc., to provide Engineering Services for Water Reclamation Plant Improvements through December 31, 2014 for a not to exceed amount of \$2,996,000.00 to be funded from the Wastewater Capital Projects/Services Account in the Wastewater Fund as provided for in FY 2013/2014. (Kim Belt)

**Explanation for Recommended Board Action:** Pursuant to **NRS 332.115(1)(b):** (1) Contracts which by their nature are not adapted to award by competitive bidding, including contracts for (b) Professional Services and **NRS 625.530**, contracts for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of service to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding.

**Applicable Statute, Code, Rule or Policy:** NRS 332.115(1)(b) and NRS 625.530

Fiscal Impact: \$2,996,000.00

Explanation of Impact: Amount of contract.

Funding Source: Wastewater Capital Projects/Services account 515-0000-434-70-20 as provided for in FY 2013/2014.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1314-127 and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: [Signature] Date: 12-10-13  
 (Public Works)

[Signature] Date: 12/10/13  
 (City Manager)

[Signature] Date: 12/10/13  
 (District Attorney)

[Signature] Date: 12/10/13  
 (Finance Director)

Board Action Taken:

Motion: App. - Amend. 1) JM 50  
 2) BB? Aye/Nay

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Signature]  
 (Vote Recorded By)



**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

**THIS CONTRACT**, made and entered into this 19<sup>th</sup> day of December, 2013, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Carollo Engineers, Inc. hereinafter referred to as the "**CONSULTANT**".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, it is deemed that the services of **CONSULTANT** for **CONTRACT No. 1314-127 Engineering Services for Water Reclamation Plant Improvements** are both necessary and in the best interests of **CITY**; and

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

**1 REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

**2 CONTRACT TERM:**

2.1 This Contract shall be effective from December 19, 2013, subject to Carson City Board of Supervisors' approval (anticipated to be December 19, 2013) to December 31, 2014, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

For P&C Use Only	
CCBL expires	12/31/14
GL expires	12/31/14
AL expires	12/31/14
PL expires	12/31/14
WC expires	12/31/14

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

**3 NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

3.1.1 Notice to **CONSULTANT** shall be addressed to:

Eric Leveque, P.E., Senior Vice President  
Carollo Engineers, Inc.  
376 East Warm Springs Road, Suite 250  
Las Vegas, Nevada 89119  
702-792-3711/FAX 702-772-4533  
eleveque@carollo.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts  
Kim Belt, Purchasing and Contracts Manager  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
775-283-7137 / FAX 775-887-2107  
[KBelt@carson.org](mailto:KBelt@carson.org)

**4 SCOPE OF WORK:**

4.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONSULTANT** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

**CONSULTANT** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONSULTANT** to **CITY**.

4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **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 Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

**4.7 Special Terms and Conditions for Engineers, Architects, and Land Surveyors:**

**4.7.1 Use of CONSULTANT'S Drawings, Specifications and Other Documents:**

4.7.1.1 The drawing, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

4.7.1.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.7.1.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

**4.7.2 Cost Accounting and Audits:**

4.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** within two (2) years after the completion of the **SERVICES** under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **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 **SERVICES** performed under this Contract.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

**4.8 CITY Responsibilities:**

4.8.1 CITY shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the **SERVICES**.

4.8.2 CITY shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the **SERVICES**.

4.8.3 CITY shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

4.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of **SERVICES** shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the **SERVICES** required under the terms of this Contract until all **SERVICES** have been completed and accepted by **CITY**.

**5 CONSIDERATION:**

5.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule for a not to exceed maximum amount of Two Million Nine Hundred Ninety Six Thousand Dollars and No Cents (\$2,996,000.00).

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **SERVICES**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **SERVICES**.

5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

**6 TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

**7 CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

**7.2 Termination for Nonappropriation:**

7.2.1 The continuation of this Contract beyond June 30, 2013 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONSULTANT** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

**7.3 Cause Termination for Default or Breach:**

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

**7.4 Time to Correct:**

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

**7.5 Winding Up Affairs Upon Termination:**

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 **CONSULTANT** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)  
Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

**8 REMEDIES:**

8.1 Except as otherwise provided for by law or this Contract, 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CONSULTANT to CITY.

**9 LIMITED LIABILITY:**

9.1 CITY will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any CITY breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONSULTANT, for the fiscal year budget in existence at the time of the breach. CONSULTANT'S tort liability shall not be limited.

**10 FORCE MAJEURE:**

10.1 Neither party shall be deemed to be in violation of this Contract 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 this Contract after the intervening cause ceases.

**11 INDEMNIFICATION:**

11.1 As required by AB 483, and NRS 338.155, CONSULTANT shall defend, indemnify and hold harmless the CITY, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph. ~~The CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, loss of anticipated~~

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)  
Contract No. 1314-127**

*WJ*  
*CA* **Engineering Services for Water Reclamation Plant Improvements**

~~profits, termination, or for any other reason whatsoever.~~ Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subconsultants, that impact project completion and/or success.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

**12 INDEPENDENT CONTRACTOR:**

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract 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 **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.



**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

12.4 **CONSULTANT** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

**13 INSURANCE REQUIREMENTS:**

13.1 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

**13.4 Insurance Coverage:**

13.4.1 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)  
Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

**13.5 General Requirements:**

**13.5.1 Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

**13.5.2 Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

**13.5.3 Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

**13.5.4 Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

**13.5.5 Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

**13.5.6 Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

**13.5.7 Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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**Engineering Services for Water Reclamation Plant Improvements**

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**14 COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

14.1.3 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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**15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.1 Minimum Limit required:

15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**16 PROFESSIONAL LIABILITY INSURANCE:**

16.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

16.2 Retroactive date: Prior to commencement of the performance of this Contract

16.3 Discovery period: Three (3) years after termination date of this Contract.

16.4 A certified copy of this policy may be required.

**17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

17.1 **CONSULTANT** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

17.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

**18 BUSINESS LICENSE:**

18.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

18.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

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**19 COMPLIANCE WITH LEGAL OBLIGATIONS:**

19.1 **CONSULTANT** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

**20 WAIVER OF BREACH:**

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract 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.

**21 SEVERABILITY:**

21.1 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.

**22 ASSIGNMENT/DELEGATION:**

22.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

**23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT**

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

(or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CITY and all such materials shall be delivered into CITY possession by CONSULTANT upon completion, termination, or cancellation of this Contract. CONSULTANT shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONSULTANT'S obligations under this Contract without the prior written consent of CITY. Notwithstanding the foregoing, CITY shall have no proprietary interest in any materials licensed for use by CITY that are subject to patent, trademark or copyright protection.

23.2 CITY shall be permitted to retain copies, including reproducible copies, of CONSULTANT'S drawings, specifications, and other documents for information and reference in connection with this Contract.

23.3 CONSULTANT'S drawings, specifications and other documents shall not be used by CITY or others without expressed permission of CONSULTANT.

**24 PUBLIC RECORDS:**

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from CONSULTANT may be open to public inspection and copying. CITY will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. CONSULTANT may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that CONSULTANT thereby agrees to indemnify and defend CITY for honoring such a designation. The failure to so label any document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**25 CONFIDENTIALITY:**

25.1 CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by CONSULTANT to the extent that such information is confidential by law or otherwise required by this Contract.

**26 FEDERAL FUNDING:**

26.1 In the event federal funds are used for payment of all or part of this Contract:

26.1.1 CONSULTANT certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26,

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

26.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

26.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

27 **LOBBYING:**

27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

27.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

28 **GENERAL WARRANTY:**

28.1 **CONSULTANT** warrants that it will perform all services required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar services, under the same or similar circumstances, in the State of Nevada.

29 **PROPER AUTHORITY:**

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**  
by **CONSULTANT** before this Contract is effective or after it ceases to be effective are  
performed at the sole risk of **CONSULTANT**.

**30 ALTERNATIVE DISPUTE RESOLUTION:**

30.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONSULTANT** cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**31 GOVERNING LAW; JURISDICTION:**

31.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**32 ENTIRE CONTRACT AND MODIFICATION:**

32.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.



**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

**33 ACKNOWLEDGMENT AND EXECUTION:**

33.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**CARSON CITY**

Finance Director  
Attn: Kim Belt, Purchasing and  
Contracts Manager  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
KBelt@carson.org

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve  
as to its legal form.

By:   
Kim Belt

By:   
Deputy District Attorney

DATED 12/10/13

DATED 12/10/13

**CITY'S ORIGINATING DEPARTMENT**

BY: Andrew Burnham, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355  
Fax: 775-887-2112  
ABurnham@carson.org

By:   
Andy Burnham

DATED 12-10-13

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements**

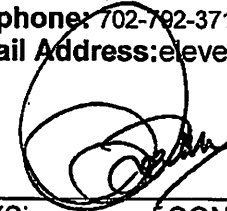
Undersigned deposes and says: That he/she is the **CONSULTANT** or authorized agent of the **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

**CONSULTANT**

BY: Lisa Freestone  
TITLE: Vice President  
FIRM: Carollo Engineers, Inc.  
CC BUSINESS LICENSE #: 13-00009702  
Addr.: 376 E. Warm Springs Rd., Ste 250  
City: Las Vegas State: NV Zip: 89119  
Telephone: 702-792-3711/FAX 702-792-4533  
E-mail Address: lfreestone@carollo.com

BY: Eric Leveque, P.E.  
TITLE: Senior Vice President  
FIRM: Carollo Engineers, Inc.  
CC BUSINESS LICENSE #: 13-00009702  
Addr.: 376 E. Warm Springs Rd., Ste 250  
City: Las Vegas State: NV Zip: 89119  
Telephone: 702-792-3711/FAX 702-792-4533  
E-mail Address: eleveque@carollo.com

  
\_\_\_\_\_  
(Signature of **CONSULTANT**)

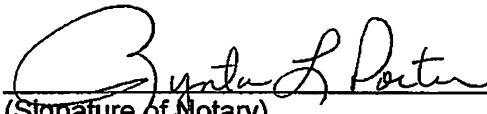
  
\_\_\_\_\_  
(Signature of **CONSULTANT**)

DATED 12-12-13

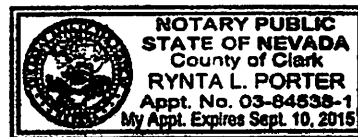
DATED 12-12-13

STATE OF NEVADA )  
County of CLARK ) ss

Signed and sworn (or affirmed) before me on this 12 day of DECEMBER,  
2013, by LISA M FREESTONE and ERIC G LEVEQUE.

  
\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)



**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements  
SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Vendor Number: \_\_\_\_\_  
 Carollo Engineers, Inc.  
 376 East Warm Springs Road, Suite 250  
 Las Vegas, Nevada 89119

Invoice shall be submitted to:

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

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
<b>Total for this invoice</b>				

Original Contract Sum                     \$ \_\_\_\_\_  
 Less amount previously billed         \$ \_\_\_\_\_  
 = contract sum prior to this invoice   \$ \_\_\_\_\_  
 Less this invoice                         \$ \_\_\_\_\_  
 =Dollars remaining on Contract         \$ \_\_\_\_\_

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES**

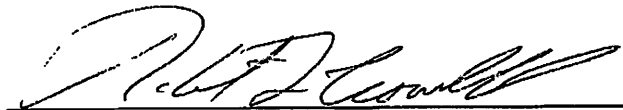
**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1314-127**

**Engineering Services for Water Reclamation Plant Improvements  
CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 19, 2013 approved the acceptance of **CONTRACT No. 1314-127**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**



**ROBERT L. CROWELL, MAYOR**

DATED this 19<sup>th</sup> day of December, 2013.

**ATTEST:**

  
**ALAN GLOVER, CLERK-RECORDER**

DATED this 19<sup>th</sup> day of December, 2013.

**EXHIBIT A  
SCOPE OF SERVICES  
AGREEMENT FOR ENGINEERING SERVICES  
WATER RECLAMATION PLANT IMPROVEMENTS  
PROJECT MANAGEMENT, DETAILED DESIGN, AND ADDITIONAL SERVICES  
CITY OF CARSON CITY  
CONTRACT NO. 2013-XXX**

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**EXHIBIT A  
SCOPE OF SERVICES  
AGREEMENT FOR ENGINEERING SERVICES  
WATER RECLAMATION PLANT IMPROVEMENTS  
PROJECT MANAGEMENT, DETAILED DESIGN, AND ADDITIONAL SERVICES  
CITY OF CARSON CITY  
CONTRACT NO. 2013-XXX**

### **PURPOSE OF EXHIBIT**

The purpose of this Exhibit A is to establish the Scope of Work, the Time of Performance, the Budget Estimate, and Payment Provisions to be provided by Carollo Engineers (Consultant) to the City of Carson City (City) in connection with the Water Reclamation Plant (WRP) Miscellaneous Improvements Project (Project). Nothing in this Exhibit is to be construed to either conflict or take precedence over the terms and conditions of the primary Agreement.

### **PROJECT BACKGROUND**

The existing wastewater treatment facilities have been constructed in numerous phases over the years. The first phase was completed in 1960, with a design capacity of 1.5 million gallons per day (mgd) which consisted of primary treatment, oxidation ponds, chlorination, and one digester for solids handling.

Secondary treatment was added in 1968. The addition consisted of a grit chamber, one high rate trickling filter, secondary clarifier, chlorine building, and chlorine contact tank. This expansion did not increase the average dry weather design flow of 1.5 mgd.

The reclamation plant was expanded to a two-stage trickling filter plant with a design capacity of 3.75 mgd in 1972. This addition included a flow diversion chamber, circular primary clarifier, second stage filter pump station, second stage trickling filter, final clarifier, larger chlorine contact tank, effluent water holding pond, and sludge dewatering and incinerator equipment.

By 1978, it was necessary to add additional treatment capacity to meet discharge requirements as well as keep up with rapid growth in Carson City. Activated sludge was added to the existing facilities in 1979, which included an aerated pond with surface aerators. An additional secondary clarifier, return and waste sludge pumps, chlorine facilities for one-ton cylinders, second stage filter effluent pump station, and a scum pit for the circular primary clarifier were added. The capacity was increased to 4.75 mgd.

In October of 1979, the Carson City Board of Supervisors authorized preparation of a *Comprehensive Water Plan (CWP) Study*. The goal of the study was to identify a plan that would meet the water supply and wastewater disposal needs for an ultimate population of 70,000 people in the year 2000. The water supply and wastewater facilities were becoming strained as growth in the Carson City service area doubled from 15,500 in 1970 to 30,800 in 1980. Also, the pre-existing facilities were not designed to meet the City's NPDES permit requirements for high-level treatment including nutrient removal.

Phased construction of CWP modifications to the plant began in mid 1983. The subsequent reclamation plant flow schematic can be described as primary treatment followed by parallel, biological treatment process of trickling filters and activated sludge treatment units. The modifications included construction of new preliminary treatment processes, additional primary and secondary clarifiers, sludge pump stations, anaerobic digesters, a dissolved air flotation

thickener, an equalization basin, effluent pumping station, chlorine building, and support facilities. The existing trickling filter and activated sludge processes continue to be operated. These two treatment trains are operated in parallel to maximize their overall capacity.

In 2003, the Carson City Wastewater Reclamation Plant Design Report (*Design Report*) was completed by the Consultant. The following are basic concepts upon which the *Design Report* was prepared:

- Treatment processes were identified that will improve reliability and performance of the existing facilities, increase operational and energy efficiency, meet increasing influent flows and loads, and plan for phased implementation of the next increments of capacity.
- It was assumed future discharge requirements for wastewater characteristics (BOD<sub>5</sub> and TSS) will remain the same as those within the existing Authorization to Discharge.
- Consideration was given to a future total nitrogen effluent limit and proposed reuse water regulations to expand the use of treated effluent (i.e., stricter disinfection requirements).

In 2006, the Design Report was revised (*2006 Design Report Update*) to include updated flows and loading information. By the time the *2006 Design Report Update* was complete, the economic recession impacted Carson City and wastewater flows decreased. Around the same time, the City implemented a program to decrease collection system inflow and infiltration (I/I). The decreased population and reduction in I/I combined with water conservation measures has resulted in a reduced hydraulic loading to the treatment plant. The concentrations of the influent wastewater characteristics (namely BOD, ammonia, and suspended solids) have increased, resulting in a more concentrated pollutant loading to the treatment process. This increased pollutant loading combined with the age of the facilities has started to stress the treatment process.

Recognizing that expanding facilities was not the immediate driver, the City focused on interim, operational and efficiency improvements as well as maintenance and rehabilitation enhancements to the WRP. In 2013, Consultant completed the Assistance with Capital Improvement Plan (CIP) project which identified and prioritized capital improvement projects over the next 25-year planning horizon. These capital projects were grouped into three major categories: treatment enhancement/expansion, rehabilitation/replacement, and operational efficiency/reliability. As a result of this project, the following project elements were identified which constitute the scope of this project:

- **Secondary Treatment:** Provide upgraded secondary treatment facilities including aeration basins, secondary clarifiers, distribution structures, blower/MCC building, Intermediate Pumping Station rehabilitation, secondary sludge pump modifications, secondary scum pumping, secondary clarifier rehabilitation, new power transformer and switchgear.
- **Solids Handling and Effluent Pumping:** Provide upgraded solids handling facilities including rehabilitation of Digester No. 2, installing pump mixing, replacing recirculation valves and gas production meters, replacing boilers and heaters, adding air monitoring and control features at the Digester Control Buildings, covering DAFs, providing modifications to DAF No. 1, and rehabilitating the effluent pump station.

- **Preliminary/Primary Treatment:** Provide upgraded facilities including a new screenings/washing compactor, rehabilitating the grit pumps and piping, covering the screening channels and grit basins, covering the primary clarifiers, constructing a preliminary/primary odor control facility, rehabilitating the primary sludge pump station, replacing the primary sludge blanket level system, rehabilitating the primary clarifiers, and rerouting the filter backwash.
- **Overall Site Improvements:** The following are common to all the process elements and include site paving and grading; site access roads; flood control; landscaping; electrical, instrumentation, and control enhancements;

It's the City's intent to deliver the Project using the Construction Manager at Risk (CMAR) delivery method. The CMAR will be initially contracted to provide pre-construction phase services, including but not limited to the following efforts:

- Develop and progressively update a detailed "open book" cost model based on current market conditions to confirm budgets and help guide design decisions.
- Develop a construction management plan and schedule in advance of construction.
- Provide alternative system evaluation and constructability reviews.
- Develop long-lead procurement strategies and potentially initiate early procurement of long-lead items.
- Assist in the permitting process, particularly City building and grading permits.
- Provide procurement services for selection of key subcontractors and suppliers.
- Develop a guaranteed maximum price (GMP) for construction for City review and consideration.

Assuming City acceptance of the GMP, the CMAR will then provide all services required of a general contractor, including self-performance and subcontractor procurement and management, during subsequent construction and post-construction phases of the Project.

The relationship between the CMAR and Consultant is intended to be collaborative and proactive, with both participating as advisors to the City during the pre-construction phase. It is the City's desire to incorporate a contractor's perspective and input to the Project planning and design decisions, and to leverage the ability for early procurement and phased construction of some project elements.

In order to minimize the costs for engineering, minimize the potential for construction cost overruns, and to have better control over project element phasing, it is assumed that a single package GMP will be developed.



**SCOPE OF WORK**

The Project is based on a series of separate task efforts to complete the following parts:

- Part 1 – Project Management
- Part 2 – Detailed Design
- Part 3 – Additional Services

**PART 1 – PROJECT MANAGEMENT**

The Consultant will be responsible for the management of all services provided by Consultant to the City. This management will extend across all phases and parts of the project. The Consultant Project Manager (PM) will monitor, report and coordinate efforts with the City's PM. Tasks include:

**Task 1.1 – Project Administration**

The Consultant will establish internal project controls to monitor status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed by the Consultant weekly. For budget purposes, the Consultant will plan on preparing a total of twelve (12) monthly progress reports. The Consultant's PM will meet monthly with the City's PM, by teleconference and/or video conference, to discuss the following items.

- Summary of work completed during the past 30-day period.
- Summary of work planned during the next 30-day period.
- The status of major Project components.
- Explanation for any schedule changes.
- Progress made on critical activities as well as items that could cause potential delays.
- Additional Project status information as requested by City.
- Key project issues.
- Key project decisions.

The Consultant will provide a monthly progress report that includes:

- a. Brief narrative on the Project's current status:
  - Work done in current month
  - Work scheduled for next month
  - Most recent milestone completed
  - Scheduled date for next milestone to be completed
- b. Issues:
  - Required City Actions
  - Outstanding Issues to be Resolved
- c. Schedule Issues
- d. Progress Issues
- e. Budget/Cost Issues
- f. Deliverable Status

The Consultant will create and maintain an Issues Decisions Log. All requests for changes will be documented in writing and submitted to the City PM within one (1) week of the change being needed. Consultant will maintain a Contract Management log to document and support the need for Additional Services and Amendment authorizations.

Deliverables:

- Monthly Progress Report with Schedule, Issues-Decisions Log, and Change Management Log – one (1) electronic .pdf file (emailed to the City's PM).

**Task 1.2 – Meetings and Workshops**

The City's PM, with the assistance of the Consultant, will facilitate meetings and workshops associated with efficient project execution. This will include establishing the meeting objectives, determining participants, creating agendas, and conducting sessions. The Consultant will prepare summary notes with assigned action items for distribution. The following meetings and workshops are planned for the Project.

Task 1.2.1 – Kick-off Meeting

Within one (1) week of the issuance of the Notice-to-Proceed (NTP), the Consultant will attend an initial two (2) hour kick-off meeting with the City. At a minimum, the kick-off meeting agenda is expected to include the following:

- Introduction of Project team(s).
- Primary lines of communications including distribution of Project team directory.
- Review of Project background.
- Present collective ideas on critical issues and success factors related to Project.
- Review of Project scope.
- Presentation of Project schedule and milestones.

Task 1.2.2 – Technical Workshops

The Consultant will conduct/attend four (4) Technical Workshops as described below:

- **Overall Electrical, Instrumentation and Control Workshop** - one (1) four (4) hour workshop to discuss power demands for existing treatment facilities and future demand, overall distribution block diagram, standby power needs, and philosophies for future instrumentation and control strategies.
- **Overall Civil/Site Workshop** - one (1) two (2) hour workshop to discuss concepts for site paving and grading, access, landscaping, and flood protection.
- **Secondary Treatment Workshop** - one (1) four (4) hour workshop to discuss secondary treatment design criteria and process configurations.
- **Preliminary/Primary/Solids Handling/Effluent Pumping Workshop** - one (1) four (4) hour workshop to discuss preliminary, primary, solids handling and effluent pumping modifications and rehabilitation elements.

Deliverables:

- DRAFT and FINAL meeting notes - one (1) electronic .pdf file (emailed to the City's PM)
- Design Information Memoranda (DIM) – one (1) electronic .pdf file (emailed to the City's PM). The DIM will consist of a brief 3 to 5 page document with supporting figures and tables summarizing the subject matter, major findings, and recommendations. The DIM will be submitted to the City's PM within two (2) weeks after the workshop.

Task 1.2.3 – Deliverable Review Meetings

The Consultant will conduct three (3), four (4) hour review meetings related to deliverables at each phase of the project including:

- Preliminary Design Submittal Review Meeting (~30%)
- Intermediate Design Submittal Review Meeting (~60%)

- Intermediate Design Submittal Review Meeting (~90%)

Prior to each deliverable review meeting, the City's PM will compile all City review comments into one package and transmit that package to the Consultant. The Consultant will review and provide a response for all City comments prior to the associated deliverable review meeting. All review documents (reports, plans, etc.) with markups provided by the City to the Consultant will be returned to the City prior to receipt of the revised submission incorporating the City's input.

#### Task 1.2.4 – Utility and Agency External Meeting and Coordination

The City will perform overall coordination with the various utility agencies. All correspondence, coordination, submittals, signatures, etc. to obtain the necessary final approvals from these agencies will be the responsibility of the City. Consultant will support the activities of the City by making necessary materials available, attending a minimum of one (1) meeting per utility agency, and attending a coordination meeting with City staff to address comments related to the Intermediate (60% and 90%) design submittals. The following anticipated utility companies include:

- Southwest Gas
- NV Energy – Distribution
- NV Energy – Transmission
- Nevada Division of Environmental Protection (NDEP)
- Carson City Building Department
- Carson City Fire Department

#### **Task 1.3 – Reviews, Approvals and Permits**

At the start of the Project, the Consultant will determine the required reviews, approvals, and permits including easements and rights-of-way, associated with project implementation. A Permit Matrix listing the necessary reviews, approvals and permits, including total processing time and associated fees, will be submitted to the City. The Consultant will assist the City in preparing a plan and schedule for the execution of time sensitive reviews, approvals and permits.

##### Deliverables:

- DRAFT and FINAL Permit Matrix - one (1) electronic .pdf file (emailed to the City's PM)

#### **Task 1.4 – Subconsultant Coordination**

The Consultant will be responsible for all internal coordination activities among the Consultant's design team, including subconsultants. The Consultant will provide for and coordinate the activities of the following major subconsultants.

Task 1.4.1 – Civil/Site Work. The Consultant will coordinate with Lumos & Associates to perform civil/site work, site access, landscaping design, and site improvements for flood protection.

#### **Task 1.5 – “DRAFT” CMAR Pre-Construction Contract Development**

Consultant will coordinate with the City to provide input and review of the CMAR Pre-Construction Phase contract, with particular emphasis on CMAR scope of work activities as they relate to the specific Consultant scope and associated assumptions.

##### Deliverables:

- Written comments to the “DRAFT” CMAR Pre-Construction Phase Contract - one (1) electronic .pdf file (emailed to the City's PM)

**Task 1.6 – General CMAR Coordination**

In addition to Tasks 3.2 and 3.3 herein, Consultant will provide general coordination with CMAR during the pre-construction phase to include, but not necessarily be limited to:

- soliciting input from CMAR during design development as appropriate;
- provide input to construction management plan and schedule development;
- evaluate alternative systems and materials proposed or suggested by CMAR;
- respond to constructability review comments;
- provide input to MOPO plan and schedule; and
- attend subcontractor pre-selection meetings conducted by CMAR as appropriate.

Should the City be unable or unwilling to accept the CMAR GMP and instead decide to procure and deliver the Project using a traditional "design-bid-build" delivery method, subsequent modifications to the front-end documents, technical specifications, and associated design drawings specifically applicable to the CMAR delivery method will be handled under Additional Services or a Contract Amendment, if desired by the City.

**PART 2 - DETAILED DESIGN**

The intent of Detailed Design is to prepare a set of plans, technical specifications, and Contract Documents that can be constructed using CMAR, based on the design concepts and criteria developed in Part 1. The deliverables associated with this work will be final Contract Documents, suitable for developing a GMP from the CMAR.

**Task 2.1 – Utility Location and Rights-of-Way**

Consultant will research the location of existing and planned above and below ground utilities within the affected areas of the Project. Buried utility maps and record drawings will be transmitted to Consultant from the City from the affected agencies. This information will be incorporated into the Contract Documents.

**Task 2.2 – Field Investigations**

Task 2.2.1 - Surveying

The City will provide the necessary supplemental field design surveys for the preparation of construction drawings and specifications. Surveys will determine site topography, contours, and insofar as possible, utility locations. Consultant will identify locations where utility potholing will be required and provide, to the City, the physical location of existing utilities by potholing from the surface. It is expected that approximately 20 potholes/utility locates will be required for this Project.

Task 2.2.2 - Geotechnical

The City will contract directly with Kleinfelder to provide geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. Consultant will provide City with a scope of work and information needed to perform the geotechnical investigation to support the design effort. A general scope of services is included below:

Initial geotechnical exploratory work, such as soil borings, penetration tests, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which

are required to provide information for design, and other field and laboratory tests and analyses which are required to provide design information. It is anticipated that approximately 15 soils borings at a depth of 10 feet below process unit foundation depth will be required.

An initial geotechnical data report will be provided by a qualified geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated from this initial exploratory work.

After final design has proceeded to the point where it can be accomplished, a final geotechnical data report will be provided by the City evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical data. The final evaluation will be based on the actual design, including sizes, locations, and loading of structures; types, extent, and procedures of excavations; and will consider both design parameters and constructability. If, in the opinion of the review professional or Consultant, additional geotechnical data is required for the preparation of the final report, the additional data will be provided under as part of additional services or as an amendment to the subcontract. The final report will indicate the anticipated performance of the subsurface material to be encountered on the project under the loading conditions, use, and types of excavation anticipated.

Deliverables for Task 2.2.2:

- City to provide to Consultant two (2) hard copies of the FINAL Geotechnical Report and one (1) electronic.pdf file.

**Task 2.3 - Prepare Plans and Specifications**

The Consultant will prepare a set of plans, technical specifications, and Contract Documents based on the design concepts and criteria developed in Task 2. The Consultant will prepare intermediate design submittals (~30%, 60% and 90%) and Final Contract Documents. The Final Contract Document submittal will be suitable for securing a GMP from the CMAR.

The Consultant will facilitate design review workshops with the City at the completion of the 30, 60, and 90 percent complete stage of the Project to discuss City comments and collect valuable input on the construction plans and specifications.

Plans and specifications will be prepared in accordance with guidelines provided by the City as listed below:

- A. **Contract Documents.** Prepare plans and specifications to bid and construct facilities as recommended in Part 1, as directed by the City, and in accordance with Task 2.4 herein.
- B. **Codes and Standards.** Plans and specifications will be prepared in accordance with the standard of care for public works construction. The facilities will be designed in accordance with the latest editions of the pertinent codes and regulations, as adopted by the City, or as agreed to by the City and Consultant at the beginning of the Detailed Design effort. Changes in codes and regulations that occur after the design is 60 percent complete may be considered a change in scope.
- C. **Format.** Plans will be prepared on 22-inch by 34-inch format, using electronic CAD software. Electronic files of the plan sheets will be provided to the City on completion of design. The City Project # will be placed under the project name in all title sheets pertaining to the project. All document pages, including specifications and drawings will show the City Project #. The City Project # will be located in the foot-note on specifications and other written documents.

- D. **Submittal.** Consultant will submit one (1) electronic copy of half-size progress plans and technical specifications to the City for review and comment at the 30, 60, and 90 percent complete stage of design. The intent of these submittals is to obtain review comments from the City's staff. The Consultant will respond to all written comments and incorporate comments where appropriate. The bid ready document submittal will include original, sealed drawings and specifications.
- E. **Specifications.** Specifications will be prepared in CSI MF10 format and will incorporate City's standard specifications for Front End Documents and in accordance with Task 2.4 herein. All specifications will be prepared using Microsoft Word and all specifications will be provided to the City in electronic format on completion of the design.

Deliverables:

- Drawings (30%, 60%, and 90%) – one (1) electronic .pdf copy of half size plans.
- Specifications (30%, 60% and 90%) – one (1) electronic .doc copy and one (1) electronic .pdf copy.

**Task 2.4 – CMAR Construction Contract and Front End Documents Development**

Consultant will coordinate with City in the development of the CMAR Construction Post-Construction Phase Services contract and/or applicable Front End Documents (Division 0 and 1). Front End Documents may be stand-alone specifications or incorporated into the City's contract for CMAR services.

Deliverables:

- "DRAFT" CMAR Construction/Post-Construction Phase Contract and/or associated Division 0 and Division 1 Front End Documents.

**PART 3 – ADDITIONAL SERVICES**

When requested by the City, Consultant will provide additional services. Consultant will perform additional services only as authorized in writing by the City. Upon new activity identification, Consultant will provide a written scope of work, cost estimate and proposed schedule for City approval. Consultant will start the activity only upon receipt of written approval from City. Services may include but are not limited to:

**Task 3.1 – Meeting Support**

The public meeting program will be developed, managed, and implemented by the City. The Consultant will support the program on an as-requested basis. The Consultant will provide support as requested by the City with a total effort not to exceed 80 hours.

**Task 3.2 - Cost Model and GMP Review and Validation**

Consultant will coordinate with CMAR and City to provide input and information on equipment and other major capital cost items throughout the Detailed Design Phase. Consultant will review and validate the initial cost model (post-30% design submittal) and subsequent cost model updates (based on 60% and 90% design submittals) developed by CMAR. Cost validation activities will include a review and verification of direct and indirect costs, CMAR fee and CMAR contingency; review/audit supplier and subcontractor quotes and request supplemental quotes, as necessary; compare costs with other applicable projects; and perform review of risk analysis model and/or cost contingencies developed by the CMAR. Indirect costs included in the CMAR

cost model will include applicable general conditions and general requirements, bonds, insurance and sales tax.

Using the cost models and GMP(s) as the basis for the total construction cost(s), the Consultant will coordinate with the City regarding additional City administrative costs, engineering fees, construction administration and inspection fees, and (if applicable) City contingency to develop a Total Project Cost Estimate (TPCE).

Deliverables:

- Written recommendations to the City regarding opinion of cost models at 30, 60, and 90 percent completion - one (1) electronic .pdf file (emailed to the City's PM)
- Written recommendations to the City regarding opinion of GMP acceptance (90 or 100 percent completion, as appropriate) - one (1) electronic .pdf file (emailed to the City's PM)

**Task 3.3 - Early Procurement Activities**

Consultant will coordinate with CMAR and City to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on "best value" or low-bid strategies, and define the parameters associated with "best value" selection as applicable. Those items selected for early procurement will also identify the acceptable manufacturers and associated Bid Documents requirements.

Consultant will coordinate with CMAR and City to develop multiple packages of the applicable front-end documents (Division 0 and 1), technical specifications (Division 2 through 17), and supporting design drawings for early procurement of major long-lead equipment items with the specific acceptable manufacturers. Consultant will coordinate with CMAR as part of the bidding process and prepare any addenda as required. Consultant will assist the City and CMAR with the review of the supplier proposals and bid packages and the subsequent selection process.

It is assumed that the CMAR will be responsible for packaging front-end documents, technical specifications and applicable design drawings developed by Consultant; submittal of packages to applicable manufacturers and/or vendors; coordination of vendor proposals; pre-selection of equipment and appurtenances (with City and Consultant input); delivery of detailed design criteria and documents of selected equipment to Consultant for further use and incorporation into detailed design documents; and coordination of delivery, storage, and payment of procured items accordingly.

For budget purposes, the following major equipment will be considered as early procurement items (firm pricing and/or purchase order):

- Influent Screens
- Intermediate Pump Station (IPS) Pumps
- Aeration Blowers
- Aeration Diffusers
- Secondary Clarifier Mechanism
- Return/Waste Activated Sludge (RAS/WAS) Pumps
- Boilers/Heat Exchangers
- Electrical Equipment (MCCs, VFDs, Transformers)

Deliverables:

- Equipment and Materials Procurement Plan
- Early procurement bid packages (elements of CMAR development)

**TIME OF PERFORMANCE**

Consultant will commence work immediately following authorization to proceed. Consultant has reviewed the project with the City and agrees that the following schedule is a reasonable time frame within which to accomplish the work.

<u>Item</u>	<u>Approximate Dates Following Authorization to Proceed</u>
1. Notice to Proceed	December 20, 2013
2. Deliver Intermediate Design Review Submittal (~30 percent complete stage)	March 20, 2013
3. Deliver Intermediate Design Review Submittal (~60 percent complete stage)	June 19, 2014
4. Deliver Intermediate Design Review Submittal (~90 percent complete stage)	October 23, 2014
5. Deliver Final Contract Documents	December 19, 2014

Consultant and City mutually agree that they will work earnestly toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedules, it is understood that both the City and Consultant will develop a revised schedule and budget limit, if required, to address scope changes, delays by the City or other problems. It is understood that the Consultant must proceed with the work during the review period in order to complete the work on schedule. Impacts from City comments which are received more than 21 days after the submittal or comments which require extensive rework may impact the schedule and budget and may be considered a change in scope.

**BUDGET ESTIMATE**

A labor hour breakdown and budget estimate has been prepared and is presented in Attachment No. 2 to this Scope of Work. Budgets for individual tasks shown in Attachment No. 2 are for estimating purposes only and are not limiting for each task. Labor hours and costs may be re-allocated within the task, in such a manner so as not to exceed the ceiling price. The budget for this Scope of Work assumes that all work will be completed by December 31, 2014. Should the Project be delayed beyond this time for reasons beyond Consultant's control, the Consultant reserves the right to renegotiate the agreement to cover actual cost increases.



**ATTACHMENT 1 TO EXHIBIT A  
PRELIMINARY DRAWING LIST**

**Attachment No.1 to Exhibit A**  
**City of Carson City**  
**Wastewater Reclamation Plant Miscellaneous Improvements Project**  
**Preliminary Drawing List**

**General Drawings**

- 1 G-1 Title Sheet
- 2 G-2 Location, Vicinity Maps, and Sheet Index
- 3 G-3 Overall Site Plan, Vertical & Horizontal Control
- 4 G-4 Overall Process Schematic & Design Criteria
- 5 G-5 Hydraulic Profile
- 6 G-6 Abbreviations
- 7 G-7 Legends & Symbols
- 8 G-8 Staging & Shoring Plan

**Civil Drawings**

- 9 C-1 Civil Notes
- 10 C-2 Site Drawings Key Sheet
- 11 C-3 Subsurface Demolition Plan - Area A
- 12 C-4 Subsurface Demolition Plan - Area B
- 13 C-5 Subsurface Demolition Plan - Area C
- 14 C-6 Subsurface Demolition Plan - Area D
- 15 C-7 Subsurface Demolition Plan - Area E
- 16 C-8 Surface Demolition Plan - Area A
- 17 C-9 Surface Demolition Plan - Area B
- 18 C-10 Surface Demolition Plan - Area C
- 19 C-11 Surface Demolition Plan - Area D
- 20 C-12 Surface Demolition Plan - Area E
- 21 C-13 Paving & Grading Plan - Area A
- 22 C-14 Paving & Grading Plan - Area B
- 23 C-15 Paving & Grading Plan - Area C
- 24 C-16 Paving & Grading Plan - Area D
- 25 C-17 Paving & Grading Plan - Area E
- 26 C-18 Paving & Grading Details
- 27 C-19 Paving & Grading Details
- 28 C-20 Yard Piping Plan - Area A
- 29 C-21 Yard Piping Plan - Area B
- 30 C-22 Yard Piping Plan - Area C
- 31 C-23 Yard Piping Plan - Area D
- 32 C-24 Yard Piping Plan - Area E
- 33 C-25 Yard Piping Details
- 34 C-26 Yard Piping Details
- 35 C-27 Piping Profile - 36" Primary Effluent (PE)
- 36 C-28 Piping Profile - 24" RAS
- 37 C-29 Piping Profile - 24" PE to Aeration Basins
- 38 C-30 Piping Profile - 24" ML to Mixed Liquor Distribution Structure
- 39 C-31 Piping Profile - 24" ML to SC No. 4; 24" SE SC No. 4
- 40 C-32 Piping Profile - 30" SE
- 41 C-33 Piping Profile - 30" ML to SC Nos 2 & 3
- 42 C-34 Piping Profile - 30" RAS/WAS and 16" RAS/WAS
- 43 C-35 PE Distribution Structure - Plans
- 44 C-36 PE Distribution Structure - Sections & Details
- 45 C-37 Mixed Liquor Distribution Structure - Plans
- 46 C-38 Mixed Liquor Distribution Structure - Sections & Details
- 47 C-39 Secondary Scum Pump Station - Plan, Sections & Details

**Attachment No.1 to Exhibit A**  
**City of Carson City**  
**Wastewater Reclamation Plant Miscellaneous Improvements Project**  
**Preliminary Drawing List**

**Architectural Drawings**

- 48 A-1 General Code Information, Room Finish Schedule & Door Schedule  
 49 A-2 Blower & MCC Building - Floor Plans & Roof Plan  
 50 A-3 Blower & MCC Building - Exterior Elevations and Reflected Ceiling Plan

**Structural Drawings**

- 51 S-1 Structural Notes  
 52 S-2 Existing Headworks Facility Modifications - Bottom Plan  
 53 S-3 Existing Headworks Facility Modifications - Top Plan  
 54 S-4 Existing Headworks Facility Modifications - Sections & Details  
 55 S-5 Preliminary/Primary Odor Control Facility - Foundation Plan  
 56 S-6 Preliminary/Primary Odor Control Facility - Sections & Details  
 57 S-7 Existing Primary Clarifiers Covers - Top Plan  
 58 S-8 Existing Primary Clarifiers Modifications - Sections & Details  
 59 S-9 Aeration Basins - Bottom Plan  
 60 S-10 Aeration Basins - Top Plan  
 61 S-11 Aeration Basins - Partial Bottom Plan  
 62 S-12 Aeration Basins - Partial Top Plan  
 63 S-13 Aeration Basins - Overall Sections  
 64 S-14 Aeration Basins - Wall Elevations  
 65 S-15 Aeration Basins - Wall Elevations  
 66 S-16 Aeration Basins - Overall Sections  
 67 S-17 Aeration Basins - Sections & Details  
 68 S-18 Aeration Basins - Sections & Details  
 69 S-19 Aeration Basins - Miscellaneous Details  
 70 S-20 Blower & MCC Building - Foundation Plan  
 71 S-21 Blower & MCC Building - Roof Framing Plan  
 72 S-22 Blower & MCC Building - Sections  
 73 S-23 Blower & MCC Building - Sections & Details  
 74 S-24 Blower & MCC Building - Miscellaneous Details  
 75 S-25 Secondary Clarifier No.4 - Plan  
 76 S-26 Secondary Clarifier No.4 - Sections  
 77 S-27 RAS Meter Vault - Plans  
 78 S-28 RAS Meter Vault - Sections & Details  
 79 S-29 RAS Pump Station Modification - Plans, Sections & Details  
 80 S-30 Existing Secondary Clarifier Nos. 1 - 3 - Plan  
 81 S-31 Existing Secondary Clarifier Nos. 1 - 3 - Sections & Details  
 82 S-32 Existing Secondary Clarifier Nos. 1 - 3 - Sections & Details  
 83 S-33 Existing DAF Nos.1 & 2 Covers - Top Plan  
 84 S-34 Existing DAF Nos.1 & 2 Covers - Sections & Details  
 85 S-35 Existing DAF No.1 Modifications - Plan  
 86 S-36 Existing DAF No.1 Modifications - Sections & Details  
 87 S-37 Demolition - Existing Digester No.2 Overall Roof Plan  
 88 S-38 Demolition - Existing Digester No.2 Partial Plan & Sections  
 89 S-39 Existing Digester No.2 - Overall Roof Plan  
 90 S-40 Existing Digester No.2 - Partial Plan & Sections  
 91 S-41 Existing Digester No.2 - Details  
 92 S-42 Existing Digesters Nos.1 & 2 Pump Mixing - Foundation Plan  
 93 S-43 Existing Digesters Nos.1 & 2 Pump Mixing - Sections & Details

**Attachment No.1 to Exhibit A**  
**City of Carson City**  
**Wastewater Reclamation Plant Miscellaneous Improvements Project**  
**Preliminary Drawing List**

**Process Drawings**

94	P-1	Process Notes
95	P-2	Process & Mechanical Symbols
96	P-3	Existing Headworks Screening Facility Modifications - Top Plan
97	P-4	Existing Headworks Facility - Sections & Details
98	P-5	Existing Headworks Grit Facility Modifications - Plan
99	P-6	Existing Headworks Grit Facility Modifications - Sections & Details
100	P-7	Preliminary/Primary Odor Control Facility - Plan
101	P-8	Preliminary/Primary Odor Control Facility - Sections & Details
102	P-9	Existing Primary Sludge Pump Station Modifications - Plan
103	P-10	Existing Primary Sludge Pump Station Modifications - Sections & Details
104	P-11	Intermediate Pump Station Modifications - Plan
105	P-12	Aeration Basins - Bottom Plan
106	P-13	Aeration Basins - Intermediate Plan
107	P-14	Aeration Basins - Top Plan
108	P-15	Aeration Basins - Diffuser Layout
109	P-16	Aeration Basins - Diffuser Details
110	P-17	Aeration Basins - Sections & Details
111	P-18	Aeration Basins - Sections & Details
112	P-19	Aeration Basins - Sections & Details
113	P-20	Blower & MCC Building - Floor Plan
114	P-21	Blower & MCC Building - Sections
115	P-22	Blower & MCC Building - Sections & Details
116	P-23	Blower & MCC Building - Miscellaneous Details
117	P-24	Secondary Clarifier No. 4 - Plan
118	P-25	Secondary Clarifier No. 4- Section
119	P-26	Secondary Clarifier No. 4 - Sections & Details
120	P-27	RAS Meter Vault - Plan
121	P-28	RAS Meter Vault - Sections & Details
122	P-29	RAS Pump Station - Demo Plan
123	P-30	RAS Pump Station - Plan
124	P-31	RAS Pump Station - Sections & Details
125	P-32	Existing Secondary Clarifier Nos. 1 - 3 - Plan
126	P-33	Existing Secondary Clarifier Nos. 1 - 3 - Sections & Details
127	P-34	Existing Secondary Clarifier Nos. 1 - 3 - Sections & Details
128	P-35	Existing Secondary Sludge Pumping Station - Sections & Details
129	P-36	Existing Secondary Sludge Pumping Station - Plan
130	P-37	Existing DAF No.1 Modifications - Plan
131	P-38	Existing DAF No.1 Modifications - Sections & Details
132	P-39	DAF Polymer System - Plan
133	P-40	DAF Polymer System - Sections & Details
134	P-41	Existing Digesters No.1 & 2 Pump Mixing - Plan
135	P-42	Existing Digesters No.1 & 2 Pump Mixing - Sections & Details
136	P-43	Existing Digester No.2 - Top Plan
137	P-44	Existing Digester No.2 - Section & Details
138	P-45	Existing Digester Control Building - Plan
139	P-46	Existing Digester Control Building - Sections & Details
140	P-47	Existing Effluent Pump Station Modifications - Pumps Nos.1 - 3 - Plan
141	P-48	Existing Effluent Pump Station Modifications - Pumps Nos.1 - 3 - Sections & Details

**Attachment No.1 to Exhibit A**  
**City of Carson City**  
**Wastewater Reclamation Plant Miscellaneous Improvements Project**  
**Preliminary Drawing List**

**Mechanical Drawings**

142	M-1	Mechanical Notes
143	M-2	Blower & MCC Building Roof Plan HVAC System
144	M-3	Blower & MCC Building HVAC System Section
145	M-4	Blower & MCC Building HVAC System Section
144	M-5	RAS Meter Vault Ventilation - Plan, Sections & Details
145	M-6	Existing Digester Control Building - Air Monitoring and Control System - Plan
146	M-7	Existing Digester Control Building - Air Monitoring and Control System - Sections & Details

**Electrical Drawings**

147	E-1	Electrical Legend & General Notes
148	E-2	Electrical Site Plan
149	E-3	Electrical Site Plan - Area A
150	E-4	Electrical Site Plan - Area B
151	E-5	Electrical Site Plan - Area C
152	E-6	Electrical Site Plan - Area D
153	E-7	Electrical Site Plan - Area E
154	E-8	Area Classifications
155	E-9	Duct Bank Sections
156	E-10	Duct Bank Sections
157	E-11	Duct Bank Sections
158	E-12	MCC Elevations
159	E-13	MCC Elevations
160	E-14	Main Single Line Diagram SWBD A and SWBD B
161	E-15	Single Line Diagram - MCC PSB
162	E-16	Single Line Diagram - MCC RSP & IPS Modification
163	E-17	Single Line Diagram - MCC BB
164	E-18	Single Line Diagram
165	E-19	Single Line Diagram
166	E-20	Single Line Diagram
167	E-21	Schematics
168	E-22	Schematics
169	E-23	Schematics
170	E-24	Schematics
171	E-25	Schematics
172	E-26	Schematics
173	E-27	Electrical Details
174	E-28	Existing Headworks Facility Plan - Power, Grounding & Lighting
175	E-29	Existing Headworks Grit System Plan - Power, Grounding & Lighting
176	E-30	Primary/Primary Odor Control Facility Plan - Power, Grounding & Lighting
177	E-31	Existing Primary Sludge Pump Station Plan - Power, Grounding & Lighting
178	E-32	Intermediate Pump Station Modification - Instrumentation
179	E-33	Aeration Basins Plan - Power, Grounding & Lighting
180	E-34	Aeration Basins Plan - Instrumentation & Ctrl
181	E-35	Aeration Basins Details
182	E-36	Aeration Basins Details
183	E-37	Blower & MCC Building Plan - Power & Grounding
184	E-38	Blower & MCC Building Plan - Lighting
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**Attachment No.1 to Exhibit A**  
**City of Carson City**  
**Wastewater Reclamation Plant Miscellaneous Improvements Project**  
**Preliminary Drawing List**

187	E-41	Blower & MCC Building Roof Plan
188	E-42	Blower & MCC Building Details
189	E-43	Secondary Clarifier No. 4 Plan - Power, Grounding, & Lighting
190	E-44	Secondary Scum Pump Station Plan - Power, Grounding & Lighting
191	E-45	RAS Meter Vault - Power, Grounding, & Lighting
192	E-46	RAS Pump Station Modification - Power, Grounding, & Lighting
193	E-47	Existing Secondary Clarifier Nos. 1 -3 - Power, Grounding & Lighting
194	E-48	Existing Secondary Sludge Pumping Station - Power, Grounding, & Lighting
195	E-49	Existing DAF No.1 and No.2 Plan - Power, Grounding & Lighting
196	E-50	Existing Digester No.2 - Power, Grounding, & Lighting
197	E-51	Existing Digester Control Building Plan - Power, Grounding & Lighting
198	E-52	Existing Effluent Pump Station Nos.1 - 3 Plan - Power, Grounding & Lighting

**Instrumentation Drawings**

199	N-1	Instrumentation & Control Legend, Notes and Abbreviations
200	N-2	Symbols
201	N-3	Existing Headworks Facility Screenings Washing/Compacting P&ID
202	N-4	Existing Headworks Facility Grit Removal P&ID
203	N-5	Preliminary/Primary Odor Control Facility P&ID
204	N-6	Existing Primary Sludge Pump Station P&ID
205	N-7	IPS & PE/RAS Distribution Structure P&ID
206	N-8	Aeration Basins Liquid Flow P&ID
207	N-9	Aeration Basins Liquid Flow P&ID
208	N-10	Aeration Basins Liquid Flow P&ID
209	N-11	Aeration Basins Air flow P&ID
210	N-12	Aeration Basins Air Flow P&ID
211	N-13	Aeration Basins Air Flow P&ID
212	N-14	ML Dist Structure and Secondary Clarifier No.4 P&ID
213	N-15	Secondary Scum PS P&ID
214	N-16	RAS Meter Vault P&ID
215	N-17	RAS Pump Station P&ID
216	N-18	WAS Wet Well P&ID
217	N-19	Existing Secondary Clarifier Nos. 1 -3 P&ID
218	N-20	Existing Secondary Sludge Pumping Station P&ID
219	N-21	Existing DAF No.1 & No.2 P&ID
220	N-22	Existing DAF Polymer System P&ID
221	N-23	Existing Digester Nos. 1 & 2 Pump Mixing P&ID
222	N-24	Existing Digester Nos.1 & 2 Gas Flow P&ID
223	N-25	Existing Digester Nos.1 & 2 Heating System P&ID
224	N-26	Existing Effluent Pump Station P&ID
225	N-27	SCADA Network Demolition
226	N-28	SCADA Network Diagram

**Typical Details**

227	T01	Typical Details
228	T02	Typical Details
229	T03	Typical Details
230	T04	Typical Details
231	T05	Typical Details
232	T06	Typical Details
233	T07	Typical Details

**Attachment No.1 to Exhibit A**  
**City of Carson City**  
**Wastewater Reclamation Plant Miscellaneous Improvements Project**  
**Preliminary Drawing List**

234	T08	Typical Details
235	T09	Typical Details
236	T10	Typical Details
237	T11	Typical Details
238	T12	Typical Details
239	T13	Typical Details
240	T14	Typical Details
241	T15	Typical Details
242	T16	Typical Details
243	T17	Typical Details
244	T18	Typical Details
245	T19	Typical Details
246	T20	Typical Details
247	T21	Typical Details
248	T22	Typical Details
249	T23	Typical Details
250	T24	Typical Details

**EXHIBIT B - FEE SCHEDULE  
 SCOPE OF SERVICES  
 AGREEMENT FOR ENGINEERING SERVICES  
 WATER RECLAMATION PLANT IMPROVEMENTS  
 PROJECT MANAGEMENT, DETAILED DESIGN, AND ADDITIONAL SERVICES  
 CITY OF CARSON CITY  
 CONTRACT NO. 2013-XXX**

**PAYMENT**

A budget of \$2,802,000 for basic services, \$194,000 for additional services, for a total contract amount of \$2,996,000 is hereby established for Consultant's services under this Exhibit unless amended as a result of scope of services or schedule changes. The Consultant certifies that proposed cost and pricing data used herein are complete, current, and accurate.

Compensation for services under this Exhibit shall be on a lump sum basis. The rates provided below shall be in effect until January 1, 2015. Services provided by Carollo's personnel in various labor categories will be billed at the following negotiated hourly rates:

Labor Category	Direct Rate <sup>1</sup>
Senior Professional	\$70.00
Lead Project Professional	\$58.84
Project Professional	\$52.18
Professional	\$48.46
Assistant Professional	\$45.00
Senior Technician	\$53.60
Technician	\$37.25
Document Processing/Clerical	\$27.25

<sup>1</sup> Individual hourly rates include direct salary based on labor category. Overhead and profit are included in the multiplier. Non-salary expenses directly attributed to the project, such as (1) Other Direct Costs (ODCs), including living and traveling expenses of employees when away from home office on business connected with Work when approved by the City, (2) Sub consultant costs, including a mark-up of 5 percent; (3) Mileage per IRS guidelines (currently \$0.55 per mile for 2013), (4) postage/FedEx/UPS, incidental photocopying, and related equipment will be billed at cost. Exceptions and extraordinary items not included in these costs are billed separately.



**ATTACHMENT 2 TO EXHIBIT A  
LABOR HOUR BREAKDOWN AND FEE ESTIMATE**

EXHIBIT A

Attachment 2 to Exhibit A  
 City of Carson City  
 Wastewater Reclamation Plant Miscellaneous Improvements Project  
 Carollo Engineers, Inc.

Labor Hour and Budget Estimate Breakdown

Task No.	Activity	Multiplier	Rate	Labor Category							Task Totals					
				Senior Project Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Technician	Document Processing	Hours	Raw Labor Activity	Burdened Labor Activity	Subconsultants and ODC's	Total
		3.40	\$70.00	\$58.84	\$52.18	\$48.48	\$45.00	\$53.80	\$37.25	\$27.25						
<b>PART I - PROJECT MANAGEMENT</b>																
1.1	Project Administration		80	180	0	0	0	0	0	80	340	\$ 18,371	\$ 82,462	\$ -	\$ 82,462	
1.2	Meetings and Workshops		60	100	160	160	450	80	80	120	1210	\$ 58,974	\$ 193,713	\$ 35,000	\$ 228,713	
1.3	Reviews, Approvals, Permits		20	100	100	0	0	0	8	80	308	\$ 14,890	\$ 60,032	\$ -	\$ 50,932	
1.4	Subconsultant Coordination		8	32	80	0	0	100	0	80	300	\$ 14,157	\$ 48,135	\$ -	\$ 48,135	
1.5	General CMAR Coordination		80	180	80	40	0	0	0	40	400	\$ 22,217	\$ 75,538	\$ -	\$ 75,538	
1.8	"DRAFT" CMAR Pre-Construction Contract Development		18	0	0	0	0	0	0	0	18	\$ 1,120	\$ 3,808	\$ -	\$ 3,808	
<b>PART 2 - DETAILED DESIGN</b>																
2.1	Utility Location and Rights of Way		8	40	40	0	0	0	40	24	152	\$ 7,145	\$ 24,292	\$ -	\$ 24,292	
2.2	Field Investigations		4	12	40	0	0	24	0	24	104	\$ 5,014	\$ 17,047	\$ -	\$ 17,047	
2.3	Prepare Plans and Specifications		100	600	650	3275	2625	3275	2825	650	13700	\$ 838,202	\$ 2,169,898	\$ 100,000	\$ 2,269,888	
2.4	CMAR Construction Contract and Front End Documents Development		40	40	0	0	0	0	0	40	120	\$ 6,248	\$ 21,228	\$ -	\$ 21,228	
<b>PART 3 - ADDITIONAL SERVICES</b>																
3.1	Meeting Support		40	40	0	0	0	0	0	0	80	\$ 5,154	\$ 17,522	\$ 5,800	\$ 23,122	
3.2	Cost Model and GMP Review and Validation		60	100	100	80	40	0	0	40	420	\$ 22,089	\$ 75,034	\$ -	\$ 75,034	
3.3	Early Procurement Activities		20	40	60	180	180	40	0	80	600	\$ 28,031	\$ 95,308	\$ -	\$ 95,308	
			<b>Total</b>	<b>538</b>	<b>1344</b>	<b>1310</b>	<b>3735</b>	<b>3295</b>	<b>3519</b>	<b>2763</b>	<b>1258</b>	<b>17750</b>	<b>\$ 838,678</b>	<b>\$ 2,884,905</b>	<b>\$ 140,800</b>	<b>\$ 2,998,000</b>

Details for Other Direct Cost's (ODC's)	
Description	Amount
Travel and Subsistence	\$ 40,600
Vehicle Mileage	\$ -
Shipping and Reproduction	\$ -

Subconsultants		Description
Name	Amount	Role
Lumos Engineering	\$ 100,000	Civil, Flood Control, Landscaping