



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: January 7, 2016

Staff Contact: Laura Tadman and David Bruketta

Agenda Title: For Possible Action: To approve Contract No. 1516-082 Water Resource Recovery Facility Phase 1A Engineering Services During Construction, to Carollo Engineers, Inc., for an amount not to exceed \$930,802.00, to be funded from the Sewer Capital-Construction Fund as provided in fiscal years 2015/2016, 2016/2017 and 2017/2018 budgets. (Laura Tadman; LTadman@carson.org and David Bruketta; DBruketta@carson.org)

Staff Summary: This contract provides for Engineering Services during construction of the Water Resource Recovery Facility Phase 1A improvements and includes the following tasks: Construction Documents, Information Support, Services During Construction, and Additional Services which may include preparing bidding documents, technical meetings, change order assistance, and other services such as progress coordination meetings, design clarification, requests for information, and the review of shop drawings.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Contract No. 1516-082 Water Resource Recovery Facility Phase 1A Engineering Services During Construction, to Carollo Engineers, Inc., for an amount not to exceed \$930,802.00, to be funded from the Sewer Capital-Construction Fund as provided in fiscal years 2015/2016, 2016/2017 and 2017/2018 budgets.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

Background/Issues & Analysis

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, Policy, Rule or Regulation

NRS 332.115(1)(b) and NRS 625.530.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 510-3205-434.70-40

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the Sewer Capital-Construction Fund will be reduced by \$930,802.00 for fiscal years 2015/2016, 2016/2017 and 2017/2018

Alternatives

Not award contract and provide other direction.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1516-082
Title: WRRF Phase 1A Engineering Services During Construction

THIS CONTRACT made and entered into this 7th day of January, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Carollo Engineers, Inc. hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve X) (does not involve) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT'S compensation under this agreement (does X) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONSULTANT for **CONTRACT No. 1516-082** (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.2 **CONSULTANT** represents that it is duly licensed by CITY for the purposes of performing the SERVICES.

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

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

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

2.5 **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**.

2.6 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, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

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

2.7.1.1 The drawings, 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.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for 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.

2.7.3 *If Land Surveying or Testing **SERVICES** are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1.3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered **SERVICES**. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

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wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 **FEDERAL FUNDING:** In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording **and** a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 **CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:** The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project **SERVICES.** Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT.** **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY.**

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

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(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

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

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

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

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2.7.3.5.1 In connection with the performance of SERVICES under this Contract, CONSULTANT agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If CONSULTANT fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.8 CITY Responsibilities:

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

2.8.2 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.

2.8.3 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.

2.8.4 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.

3. CONTRACT TERM:

3.1 This Contract shall be effective from January 7, 2016, subject to Carson City Board of Supervisors' approval, to June 18, 2018, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by CITY on its Finance Department/Bid Opportunities website (www.carson.org), 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, by 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.

4.2 Notice to CONSULTANT shall be addressed to:

Eric Leveque, P.E./Senior Vice President
Carollo Engineers, Inc.
376 E. Warm Springs Road, Suite 250
Las Vegas, NV 89119
702-792-3711
email: eleveque@carollo.com

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4.3 Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Nine Hundred Thirty Thousand Eight Hundred Two Dollars and 00/100 (\$930,802.00), and hereinafter referred to as "Contract Sum".

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 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

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

5.5 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 later date.

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

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**.

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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.

7.1.2 CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall CONSULTANT be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONSULTANT shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against CONSULTANT for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONSULTANT of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

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 any 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 or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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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 (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

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 Subsection 7.5 (Winding Up Affairs Upon Termination) 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; and

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

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; and

7.5.1.4 CONSULTANT shall preserve, protect, and promptly deliver into CITY possession all proprietary information in accordance Section 19 (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice

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period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

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 attorney's 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:

CITY will not waive and intends to assert available NRS 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 expressly provided for elsewhere in this Contract. 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:

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 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. 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 Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, 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 attorney's 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 section. However, with respect to any anticipated benefits to CITY resulting from the Scope of Work, CONSULTANT shall not be responsible or liable to CITY for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT'S subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in Subsection 11.5 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

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claim(s) or cause(s) of action to the indemnifying party, along with:

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

11.3.2 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.

11.4 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.

11.5 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 **CONSULTANT**, as 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 CITY, except as to the results of the SERVICES, 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.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), 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 (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **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.

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

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13.4 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.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **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 later of:

13.6.1 Final acceptance by CITY of the completion of this Contract; or

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

13.6.3 Any insurance or self-insurance available to CITY under its coverage(s) 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 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.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **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.

13.9 **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.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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

13.12 **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 \$50,000.00 per occurrence, unless otherwise approved by CITY.

13.13 **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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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13.14 **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.

13.15 **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:

13.16 **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**.

13.17 **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 13.9** (Additional Insured).

13.18 **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.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **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.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required:*

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

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

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

13.20.5 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).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

- 13.22.1 *Minimum Limit required:*
- 13.22.2 One Million Dollars (\$1,000,000.00).
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 Discovery period: Three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **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 NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

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

14.2 The Carson City business license shall continue in force until the later 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.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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 or any 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 NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **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.

16. WAIVER OF BREACH:

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.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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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. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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 (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.

20. PUBLIC RECORDS:

Pursuant to; NRS 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 NRS 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.

21. CONFIDENTIALITY:

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.

22. FEDERAL FUNDING:

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

22.1.1 CONTRACTOR 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, 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.

22.1.2 CONTRACTOR 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.

22.1.3 CONTRACTOR 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 Executive Order 11478 (July 21, 2014) and shall not

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 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:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

24. GENERAL WARRANTY:

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.

25. PROPER AUTHORITY:

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 by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the **SERVICES** under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a 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 (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1516-082
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27. GOVERNING LAW / JURISDICTION:

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.

28. ENTIRE CONTRACT AND MODIFICATION:

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. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. 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 CONSULTANT AGREEMENT
Contract No.1516-082
Title: WRRF Phase 1A Engineering Services During Construction

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@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, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Darren Schulz, Director of Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
dschulz@carson.org

Funding Source: 510-3205-434.70-40
Project # 051301

By: _____

Dated _____

PROJECT CONTACT PERSON:

David Bruketta, Project Manager
Telephone: 775-283-7357

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1516-082
Title: WRRF Phase 1A Engineering Services During Construction

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she 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 #: 15-9702
Address: 376 E. Warm Springs Road, Suite 250
City: Las Vegas **State:** NV **Zip Code:** 89119
Telephone: 702-792-3711
E-mail Address: eleveque@carollo.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1516-082
Title: WRRF Phase 1A Engineering Services During Construction

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

CONSULTANT
BY: Keli Callahan, P.E.
TITLE: Associate Vice President
FIRM: Carollo Engineers, Inc.
Address: 1027 S. Carson Street, Suite N
City: Carson City **State:** NV **Zip Code:** 89701
Telephone: 775-324-4427
E-mail Address: Kcallahan@carollo.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1516-082
Title: WRRF Phase 1A Engineering Services During Construction

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 7, 2016 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-082**. 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 7th day of January 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 7th day of January, 2016.

**EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS PHASE 1A
CONSTRUCTION DOCUMENTS INFORMATION SUPPORT
AND SERVICES DURING CONSTRUCTION
CARSON CITY, NV
CONTRACT NO. 1516-082**

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**EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS PHASE 1A
CONSTRUCTION DOCUMENTS INFORMATION SUPPORT
AND SERVICES DURING CONSTRUCTION
CARSON CITY, NV
CONTRACT NO. 1516-082**

BACKGROUND

In 2013, Carollo Engineers Inc. (Consultant) completed the Assistance with Capital Improvement Plan (CIP) project for Carson City (City) 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 and replacement, and operational efficiency/reliability. As a result of that project, the following project elements were identified which constituted the scope of the engineering design services for the project: preliminary treatment, secondary treatment, solids handling, and overall site improvements.

Implementation of the Water Resource Recovery Facility Improvements Phase 1A project is based on a series of tasks to complete the following parts of this project.

- Part 1 - Detailed Design
- Part 2 – Construction Documents Information Support
- Part 3 - Services During Construction
- Part 4 – Additional Services

Part 1 - Detailed Design will soon be completed and this Agreement provides for Part 2 – Construction Documents Information Support, Part 3 – Services During Construction, and Part 4 – Additional Services.

PURPOSE

The purpose of this Exhibit A is to establish the Scope of Work, the Time of Performance, the Budget Estimate, and Payment Provisions for Part 2 – Construction Documents Information Support, Part 3 - Services During Construction, and Part 4 – Additional Services for the Water Resource Recovery Facility Improvements Phase 1A project.

SCOPE OF WORK

This Scope of Work identifies the tasks to complete Part 2 – Construction Documents Information Support, Part 3 - Services During Construction, and Part 4 – Additional Services for the Project.

PART 1 – CONSTRUCTION DOCUMENTS INFORMATION SUPPORT

The intent of the Construction Documents Information Support phase of this Project is to provide engineering services to the City, CMAR, equipment suppliers, and others in the technical aspects of the construction documents. Specific services to be provided are as follows:

Task 1.1 – Distribution of Contract Documents

The Consultant shall make plans and specifications available to the City in hard copy and electronic format for distribution to the CMAR, equipment suppliers, and others. The City will make complete sets of Contract Documents available for Industry plan rooms.

Deliverables for Task 2.1:

Complete sets of construction documents (plans and specifications):

- a. One (1) hard copy set of original sealed drawings (22 x 34)
- b. One (1) hard copy set of reproduced sealed drawings (22 x 34)
- c. One (1) hard copy set of original sealed specifications (unbound)
- d. One (1) hard copy set of reproduced sealed specifications (bound)
- e. Four (4) CD's (plans and specifications)
- f. One (1) Flash Drive (plans and specifications)
- g. Structural Calculations for Masonry Flood Wall

Task 1.2 – Response to Questions During Construction Pricing and Bidding

The CMAR, equipment manufacturers, and others will be required to formally submit questions to the City via e-mail which will be forwarded to the Consultant. The Consultant shall document and answer up to one hundred (100) questions in writing on a standard Project Information Request Form (or spreadsheet) to be provided by the City. The Consultant shall forward completed Project Information Request Forms (or spreadsheet) to the City for review, approval, and forwarding to CMAR and others, as necessary.

Deliverables for Task 2.2:

Completed Project information Request Forms (or spreadsheet) – one (1) electronic .pdf file for all pricing and bid period questions (to be delivered via e-mail).

Task 1.3 – Pre-bid Conference and Site Walk

The City will prepare an agenda and conduct a pre-bid conference and site walk. The Consultant's Construction Coordinator shall attend a four (4) hour pre-bid conference. Following the conference, the City will prepare minutes of the meeting to be forwarded to all attendees.

Task 1.4 – Addendum

The Consultant shall prepare one (1) addendum to the Contract Documents for issue during the CMAR pricing and bidding period. The Consultant shall forward completed addendum to the City for review and approval and the City will forward approved addendum to the CMAR.

Deliverables for Task 2.4:

Addendum – one (1) electronic .pdf file per addendum (to be delivered to the City via e-mail)

PART 2 – SERVICES DURING CONSTRUCTION

The intent of the Engineering Services During Construction phase of this project is to provide overview of design intent, interpretation of the plans and specifications, and support of the City's construction management staff. This effort includes office engineering services and field support services.

Task 2.1 – Internal Project Coordination

The Consultant will manage and coordinate Design Team engineering support during construction. This task includes internal management activities, internal progress and budget tracking, and submittal of monthly invoices to the City. This task also includes the cost for a license agreement for EADOC (Project Controls System).

Task 2.2 – Partnering Workshop

The Consultant will attend a four (4) hour partnering workshop organized and facilitated by the City and CMAR. Following the workshop, the City will prepare notes for the workshop and distribute to all parties in attendance. For budget purposes, a total of one (1) full-day visit (of up to three (3) persons) requiring travel is assumed.

Task 2.3 – Construction Progress Meetings

The Consultant's Construction Coordinator will attend up to twenty-four (24), four (4) hour construction progress meetings. Half of the meetings will be attended at the Project Site and the others by teleconference. All construction progress meetings will be organized and facilitated by City staff, including the preparation of meeting agendas and notes. For budget purposes, a total of twelve (12) full-day visits (of up to one (1) person) requiring travel is assumed. Should there be additional Construction Progress Meeting attendance, the Consultant will provide support as a part of Additional Services.

Task 2.4 – Design Clarifications and Requests for Information (RFI)

The City will process and transmit to the Consultant the CMAR's requests for interpretation and clarification (RFI) using EADOC. The Consultant will interpret the technical content of drawings and specifications with respect to up to fifty (50) RFIs, then review, document, recommend specific action, and respond to those RFIs within EADOC. For budget purposes, it is assumed that on average, an RFI will require four (4) hours to answer. Should there be additional RFIs, the Consultant will provide support as a part of Additional Services.

Task 2.5 – Review Shop Drawings

The City will process and transmit to the Consultant the CMAR's technical submittals, shop drawings and permits using EADOC. The Consultant will review, approve (or reject as

necessary) and document / log up to a total of two hundred (200) submittals (including resubmittals) of the CMAR technical submittals, shop drawings and permit requirements for compliance with the contract documents. The Consultant will document / log the submittal responses using EADOC. Should the number of submittals exceed the number above, the Consultant will provide support as part of Additional Services. For budget purposes, it is assumed that on average, a submittal will require six (6) hours to review.

Task 2.6 – Record Documents

After final completion of the Project, the Consultant will revise the original Contract Documents (drawings and specifications) to conform to construction records. Revisions may include incorporation of addenda, contract clarifications, field changes, and change orders. The City's Construction Manager will provide a single, 22" x 34" set of complete, compiled red-lined mark-ups of the drawings as well as a single, set of complete, compiled red-lines of the specifications to the Consultant.

Deliverables for Task 3.6:

Drawings – one (1) electronic .pdf set and one (1) electronic .dwg set of drawings on CD or DVD; Specifications: one (1) electronic .pdf and one (1) electronic .doc set of specifications on CD or DVD.

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 – Prepare Bidding Documents

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, the Consultant will be required to modify the front-end documents, technical specifications, and associated design drawings that were specifically applicable to the CMAR delivery method.

Deliverables for Task 4.1:

Revised sets of construction documents (plans and specifications):

- a. One (1) hard copy set of original sealed drawings (22 x 34)
- b. One (1) hard copy set of reproduced sealed drawings (22 x 34)
- c. One (1) hard copy set of original sealed specifications (unbound)
- d. One (1) hard copy set of reproduced sealed specifications (bound)
- e. Four (4) CD's (plans and specifications)
- f. One (1) Flash Drive (plans and specifications)
- g. Structural Calculations for Masonry Flood Wall

Task 3.2 – Technical Meetings

The Consultant will attend technical meetings, as required, to discuss and assist in resolving issues and special technical concerns as they occur during construction. For budget purposes, ten (10), four (4) hour meetings are assumed. Site visits will be necessary by design engineers from various design disciplines, in the performance of this task. For budget purposes, a total of ten (10) full-day visits (of up to two (2) persons) requiring travel is assumed.

Deliverables for Task 4.2:

Meeting Notes – One (1) electronic .pdf copy transmitted to the City Project Manager and City Construction Manager.

Task 3.3 – Change Order Assistance

The City will process and transmit to the Consultant the CMAR's change order requests (COR) using EADOC. When requested by the City, the Consultant will provide engineering services, prepare drawings / sketches, specifications, and cost estimates in order to assist the City in up to fifteen (15) COR negotiations with the CMAR. The Consultant will document / log the COR responses using EADOC.

Task 3.4 – Other Services

As noted above, should there be additional services requested above those budgeted, the Consultant will provide support as a part of Additional Services. Other services could include:

- Progress Coordination Meetings
- Design Clarifications and Requests for Information
- Review Shop Drawings

TIME OF PERFORMANCE

Work related tasks that will be required through Part 2 – Construction Documents Information Support and Part 3 – Services During Construction is tied to the Contractor's schedule and is anticipated to last 916 days.

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.

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, 2018. 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
PAYMENT PROVISIONS

**ATTACHMENT 1
TO
EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS PHASE 1A
CONSTRUCTION DOCUMENTS INFORMATION SUPPORT
AND SERVICES DURING CONSTRUCTION
CARSON CITY, NV
CONTRACT NO. 1516-082**

PAYMENT

A budget of \$589,234 for basic services, \$341,569 for additional services, for a total contract amount of \$930,802 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 cost plus basis. Services provided by Carollo's personnel in various labor categories will be billed at the following negotiated hourly rates:

Labor Category	Direct Labor Hourly Rate¹
Senior Professional	\$76.50
Lead Project Professional	\$64.25
Project Professional	\$57.00
Professional	\$53.00
Assistant Professional	\$49.25
Senior Technician	\$58.50
Technician	\$40.75
Document Processing/Clerical	\$29.75

⁽¹⁾ Individual direct labor hourly rates include direct salary only. 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 \$0.56 per mile for 2015), (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
LABOR HOURS AND BUDGET ESTIMATE

