



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** June 1, 2017

**Staff Contact:** Laura Rader and David Bruketta

**Agenda Title:** For Possible Action: To approve Amendment No. 1 to Contract No. 1415-213, Water Resource Recovery Facility Phase 1A Special Inspections and Materials Testing, to Construction Materials Engineers, Inc. to extend the term through December 31, 2020. (Laura Rader; Lrader@carson.org and David Bruketta; Dbruketta@carson.org)

**Staff Summary:** This amendment extends the time term only, making no change to the original amount of \$998,639. To date, staff has spent \$263,221 of the contract. This extension will cover the special inspections and materials testing required for the WRRF Capital Improvements FY 18 project, where elements of this project were listed as bid alternates in the phase 1A project but not completed due to financial constraints.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

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## **Proposed Motion**

I move to approve Amendment No. 1 to Contract No. 1415-213, Water Resource Recovery Facility Phase 1A Special Inspections and Materials Testing, to Construction Materials Engineers, Inc. to extend the term through December 31, 2020.

## **Board's Strategic Goal**

Sustainable Infrastructure

## **Previous Action**

Contract 1415-213 was approved at the March 3, 2016 Board of Supervisor's meeting.

## **Background/Issues & Analysis**

## **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: This project is included in the FY18 budget.

## **Alternatives**

Not approve amendment and provide other direction.

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

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

# AMENDMENT FOR CONTRACT

Contract #: # 1415-213

Title: Water Resource Recovery Facility Phase 1A Special Inspections & Materials Testing  
Amendment # 1

If Consideration will be amended, please indicate amount: No Change \_\_\_\_\_

Reason for amendment: To extend the contract to December 31, 2020

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: Public Works

Name/Title: Darren Schulz, Director

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(2) District Attorney's Office:

Name/Title: Deputy District Attorney

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(3) Carson City Purchasing and Contracts:

Name/Title: Laura Rader, Purchasing and Contracts Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(4) Construction Materials Engineers, Inc.:

Name/Title: Martin Crew, President

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** March 3, 2016

**Staff Contact:** Laura Tadman and David Bruketta

**Agenda Title:** For Possible Action: To approve Contract No. 1415-213 Water Resource Recovery Facility Phase 1A upgrades Special Inspections and Materials Testing to Construction Materials Engineers, Inc. for an amount not to exceed of \$998,639.00 to be funded from the Sewer Capital-Construction Fund as provided in FY 2015/2016 and FY 2016/2017. (Laura Tadman, LTadman@carson.org and David Bruketta, DBruketta@carson.org).

**Staff Summary:** This contract is to provide special inspections and materials testing during the Water Resource Recovery Facility Phase 1A upgrades. The firm Construction Materials Engineers, Inc. was selected via RFP #1415-213- Request for Proposals for Materials Testing & Special Inspections.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### Proposed Motion

I move to approve Contract No. 1415-213 Water Resource Recovery Facility Phase 1A upgrades Special Inspections and Materials Testing to Construction Materials Engineers, Inc. for an amount not to exceed \$998,639.00 to be funded from the Sewer Capital-Construction Fund account provided in FY 2015/2016 and FY 2016/2017.

### 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 (project 051301)

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: If approved the Sewer Capital-Construction Fund will be reduced by an amount not to exceed \$998,639.00 for FY 2015/2016 and FY2016/2017. 398

Alternatives

Not award contract and provide other direction.

**Board Action Taken:**

Motion: APP

- 1) BB
- 2) LB

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/1 JS

DM

(Vote Recorded By)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.1415-213**  
**Title: WRRF Phase 1A Special Inspections and Materials Testing**

THIS CONTRACT made and entered into this 3rd day of March, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Construction Materials 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. 1415-213** (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	5/29/16
AL expires	5/29/16
PL expires	5/30/16
WC expires	5/21/16

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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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 March 3, 2016 subject to Carson City Board of Supervisors' approval, to March 3, 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](http://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:

Martin Crew, President  
Construction Materials Engineers, Inc.  
6980 Sierra Center Parkway, Suite 90  
Reno, NV 89511  
775-737-7562  
email: mcrew@cmenv.com

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**Title: WRRF Phase 1A Special Inspections and Materials Testing**

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](mailto: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 Ninety Eight Thousand Six Hundred Thirty Nine Dollars and 00/100 (\$998,639.00), 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 claim(s) or cause(s) of action to the indemnifying party, along with:

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-213

### Title: WRRF Phase 1A Special Inspections and Materials Testing

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**.

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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-213

### Title: WRRF Phase 1A Special Inspections and Materials Testing

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.

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



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No.1415-213**

**Title: WRRF Phase 1A Special Inspections and Materials Testing**

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

Contract No.1415-213

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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 discriminate

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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.1415-213**

**Title: WRRF Phase 1A Special Inspections and Materials Testing**

**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.1415-213**

**Title: WRRF Phase 1A Special Inspections and Materials Testing**

**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](mailto: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 4/12/16

Dated 4/11/16

**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](mailto:dschulz@carson.org)

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

By: 

Dated 4/14/16

**PROJECT CONTACT PERSON:**

Jim Morris, Project Manager  
Telephone: 775-887-2355

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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**Title: WRRF Phase 1A Special Inspections and Materials Testing**

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:** Martin Crew

**TITLE:** President

**FIRM:** Construction Materials Engineers, Inc.

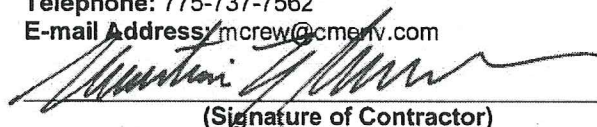
**CARSON CITY BUSINESS LICENSE #:** 16-27041

**Address:** 6980 Sierra Center Parkway, Suite 90

**City::Reno State: NV Zip Code:** 89511

**Telephone:** 775-737-7562

**E-mail Address:** mcrew@cmenv.com



(Signature of Contractor)

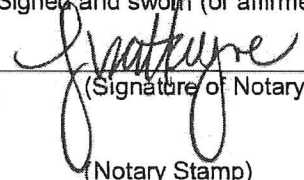
**DATED** March 3, 2016

STATE OF Nevada )

County of Washoe )

)ss

Signed and sworn (or affirmed before me on this 3<sup>rd</sup> day of March, 2016



(Signature of Notary)

(Notary Stamp)

 **LISA HARGROVE**  
Notary Public - State of Nevada  
Appointment Recorded In Washoe County  
No: 13-11280-2 - Expires July 3, 2017

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No.1415-213**

**Title: WRRF Phase 1A Special Inspections and Materials Testing**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of March 3, 2016 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-213**. 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.

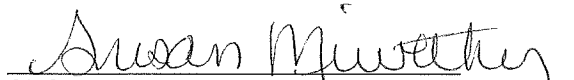
**CARSON CITY, NEVADA**



ROBERT L. CROWELL, MAYOR

DATED this 3rd day of March, 2016.

**ATTEST:**

  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 3rd day of March, 2016.



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No.1415-213**  
**Title: WRRF Phase 1A Special Inspections and Materials Testing**

**SAMPLE INVOICE**

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

Vendor Number: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

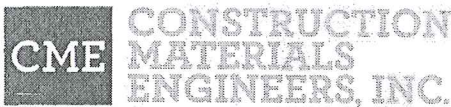
Invoice shall be submitted to:

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**



6980 Sierra Center Parkway, Suite 90  
Reno, NV 89511

January 25, 2016

Jim Morris, CCM, Project Manager  
**CARSON CITY NEVADA PUBLIC WORKS DEPARTMENT**  
3505 Butti Way  
Carson City, NV 89701-3498

**RE: Carson City RFP#1415-213**  
**Water Resource Recovery Facility Improvements Phase 1A**  
**Materials Testing and Special Inspections**

Dear Mr. Morris:

Construction Materials Engineers, Inc. is pleased to provide this cost proposal for materials testing and special inspection. The attached scope of work describes the materials testing and special inspection services to be provided to Carson City by Construction Materials Engineers, Inc.

The total estimated fee for this project including a 5% contingency is \$998,639.00. The fee estimate is based on CME paying prevailing wages listed in the October 1, 2015 Carson City County 2015-16 Prevailing Wage Determination of \$37.09 per hour for soils and materials testers.

All services will be provided on a time and expense basis in accordance with our current standard fee schedule and per the terms and conditions of the Carson City Standard Agreement. As you know, our services are dependent on the construction schedule which at the time of this proposal letter is 24 months (104 weeks). Any changes to the mentioned scope or schedule may result in a change in cost. Please issue a Carson City Professional Services Agreement upon your approval.

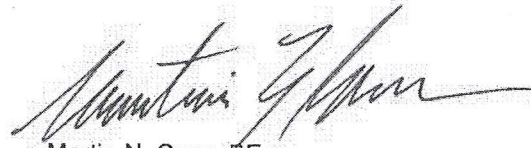
We appreciate the opportunity to provide our materials testing and special inspection services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

**CONSTRUCTION MATERIALS ENGINEERS, INC.**



Jon A. Del Santo, PE  
Project Manager  
[jdelsanto@cmenv.com](mailto:jdelsanto@cmenv.com)  
Direct: 775-737-7564  
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Martin N. Crew, PE  
President  
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JAD:MNC:jj  
Enclosures

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## SCOPE OF WORK

### CARSON CITY WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS PHASE 1A

#### CONSTRUCTION PERIOD SERVICES

Construction services for materials testing and special inspection will include a lead special inspector providing IBC special inspection services along with overall general construction observations services, a materials testing technician with capability and certifications to provide special inspection when needed, a NACE certified coatings inspector and project management/engineering support. In anticipation of plant shutdowns and fast tracked phases of construction Saturday and night inspection fees are included with this scope of work. The construction period services will be provided as detailed in the following four subtasks.

#### *Project Management and Engineering Support*

Provide project management and engineering support throughout construction as follows:

- Review all submittals related to special inspection and materials testing
- Develop a testing table for the project
- Assist with project submittal reviews
- Prepare monthly progress reports for submittal to Carson City
- Provide professional review of daily field reports and materials testing reports
- Provide project coordination and scheduling of CME personnel throughout construction
- Oversee CME Safety Program

#### *Pre and Post Construction Services*

Provide pre and post construction services for two weeks prior to construction and for four weeks post construction as follows:

- Attend the preconstruction conference
- Provide pre-construction review of project plans and specifications
- Prepare final report for submittal to the City Building Department

#### *Construction Special Inspection*

Provide one full time special inspector during all construction activities. Eight-hour work days are anticipated over the contract period with periodic 10-hour work days during heavy construction time frames. Saturday and night inspection times are included for weekend work and plant shut downs. This special inspector will:

- Attend weekly progress meetings upon request
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City, contractor personnel
- Prepare daily inspection reports, submitted twice a week to City and CC'd to the appropriate government jurisdiction(s)
- Assist in preparation of special inspection punch list items.
- Provide NACE certified coating inspection for all coatings installed during construction\*
- Provide backup part time inspection and verification of installation for all sewer line and water line construction when Carson City inspectors are not available at no additional cost.

\*CME has contracted Bay Area Coating Consultants, Inc. to provide backup on-call coating inspection when needed.

### ***Construction Materials Testing***

Provide Materials Testing Technician – Provide one materials testing technician during all construction activities. Part time work days will be provided as needed over the contract period. All laboratory testing services will be provided through Lumos and Associates in Carson City.

- Provide Materials Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, 2012 Edition (Orange Book) testing requirements. Materials to be tested will include bedding soil and slurry backfill, asphalt concrete, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with consultant's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the City.
- Provide materials testing for compliance with the International Building Code (IBC) for structural masonry block, grout, mortar, Portland cement concrete and high strength grout. Test reports, accompanied with consultant's recommendations regarding acceptance/mitigation of materials shall be submitted to the City and the Carson City Building Department.
- Provide additional IBC special inspection when required for reinforced concrete, masonry and structural steel construction.
- Provide On-site nuclear gauge testing and sampling during the placement of bedding and backfill, aggregate base and fill materials, on-site thin-lift nuclear gauge testing and sampling for asphalt concrete placement. Provide on-site PCC testing and sampling. Laboratory tests will include moisture density curves, Atterberg limits, sieve analysis, and concrete compression tests. Test frequency shall comply with the latest edition of the Orange Book.
- Provide Standard Specification for Public Works Construction AC laboratory testing. Provide asphalt concrete tests every 500 tons placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight.
- Provide asphalt concrete coring and laboratory testing. Laboratory tests shall include core unit weight. Test reports will include percent compaction and in-place air void analysis.



# CONSTRUCTION MATERIALS ENGINEERS, INC.

6980 Sierra Center Parkway, Suite 90  
Reno, Nevada 89511  
Ph: 775-851-8205 Fx: 775-851-8593

January 25, 2016

## Standard Fee Schedule

### *Carson City Water Resource Recovery Facility Improvements Phase 1A*

#### *Testing, Inspection, and Construction Administration Services*

#### PERSONNEL BILLING RATES

<i>Clerical/Drafting</i>	\$ 75.00	<i>per hour</i>
<i>Testing Technician- Level 1</i>	85.00	<i>per hour</i>
<i>Testing Technician- Level 2/Project Inspector - Level 1</i>	95.00	<i>per hour</i>
<i>Project Inspector - Level 2</i>	100.00	<i>per hour</i>
<i>Project Inspector - Level 3</i>	110.00	<i>per hour</i>
<i>Senior Project Inspector/Engineer - Level 1</i>	120.00	<i>per hour</i>
<i>Senior Project Inspector/Engineer - Level 2</i>	130.00	<i>per hour</i>
<i>Professional Engineer / Project Manager - Level 1</i>	140.00	<i>per hour</i>
<i>Professional Engineer / Project Manager - Level 2</i>	155.00	<i>per hour</i>
<i>Professional Engineer / Project Manager - Level 3</i>	170.00	<i>per hour</i>
<i>Principal</i>	185.00	<i>per hour</i>

#### EQUIPMENT CHARGES

<i>Nuclear Densometer (Soils)</i>	\$ 10.00	<i>per hour</i>
<i>Nuclear Densometer (Asphalt Thin-Lift)</i>	10.00	<i>per hour</i>
<i>Core Rig</i>	60.00	<i>per hour</i>
<i>Pachometer</i>	30.00	<i>per hour</i>
<i>Schmidt Hammer</i>	15.00	<i>per hour</i>
<i>MIT Dowel Bar Scanner</i>	60.00	<i>per hour</i>
<i>Floor Flatness Dipstick</i>	30.00	<i>per hour</i>
<i>Concrete Maturity/Temperature Probes</i>	75.00	<i>per probe</i>
<i>Pull Out Equipment</i>	100.00	<i>per day</i>
<i>Torque Wrench</i>	30.00	<i>per day</i>
<i>Skidmore Wilhelm Bolt Tension Calibrator</i>	50.00	<i>per day</i>
<i>Ultrasonic</i>	20.00	<i>per hour</i>
<i>Magnetic Particle Testing Equipment and Supplies</i>	10.00	<i>per hour</i>
<i>Laser Level</i>	15.00	<i>per hour</i>
<i>Mobile Laboratory</i>		<i>Quote</i>



## MISCELLANEOUS CHARGES

<i>Vehicle</i>	\$ 0.75 per mile or \$10.00 per hour minimum
<i>Per Diem</i>	125.00 per man per day
<i>Supplies</i>	Cost +10%
<i>Outside Services</i>	Cost +10%

## SOIL TESTING

<i>Sieve Analysis</i>	\$ 90.00
<i>Coarse Combined Sieve Analysis</i>	120.00
<i>Plasticity Index</i>	90.00
<i>Moisture Determination of Soil</i>	20.00
<i>Soil Specific Gravity (ASTM D854)</i>	85.00
<i>Hydrometer Analysis (includes soil specific gravity)</i>	300.00
<i>Moisture-Density Curve</i>	185.00
<i>Moisture-Density Curve (Rock Corrected)</i>	250.00
<i>Moisture-Density Checkpoint</i>	90.00
<i>R-Value</i>	250.00
<i>CBR (ASTM D1883)</i>	500.00
<i>CBR (AASHTO T-193)</i>	500.00
<i>Consolidation (includes soil specific gravity)</i>	310.00
<i>Direct Shear - 3 point (includes soil specific gravity)</i>	350.00
<i>Unconfined Compression</i>	195.00
<i>FHA Swell Test</i>	90.00
<i>Swell Test (AASHTO T-116)</i>	90.00
<i>Soil Resistivity</i>	100.00
<i>pH Measurement</i>	50.00
<i>Ring Moisture Density</i>	65.00
<i>Soluble Sulfates</i>	55.00
<i>Permeability</i>	Upon Request
<i>Density Tests (sampling)</i>	Hourly Rate

## AGGREGATE TESTING

<i>Sieve Analysis</i>	\$ 90.00
<i>Plasticity Index</i>	90.00
<i>Dry Rodded Unit Weight of Aggregate</i>	90.00
<i>Specific Gravity and Absorption of Aggregate</i>	90.00
<i>Sand Equivalent</i>	90.00
<i>Clay Lumps and Friable Particles</i>	90.00
<i>Durability Index</i>	125.00
<i>Sodium Sulfate Soundness (1 sieve)</i>	70.00
<i>Organic Impurities</i>	90.00
<i>Lightweight Pieces in Aggregate</i>	130.00
<i>Mortar Making Properties of Sand (ASTM C87)</i>	500.00
<i>Cleanness Test of Aggregate</i>	120.00
<i>Flat and Elongated Particles</i>	100.00
<i>Fractured Faces</i>	100.00
<i>L.A. Abrasion</i>	175.00
<i>Angularity Test</i>	100.00
<i>Void Content Test</i>	100.00
<i>Potential Reactivity (Accelerated Mortar Bar Method)</i>	800.00
<i>Sampling, Material Preparation</i>	Hourly Rate

## CONCRETE / MASONRY TESTING

<i>Compressive Strength of Concrete Cylinder</i>	\$ 25.00
<i>Flexural Strength of Concrete Beam</i>	90.00
<i>Compressive Strength of Concrete Core</i>	40.00
<i>Compressive Strength of Guniting Cylinder</i>	40.00
<i>Compressive Strength of Grout Sample</i>	25.00
<i>Compressive Strength of Mortar Cylinder/Cubes</i>	25.00
<i>Unit Weight of Cylinder or Core</i>	55.00
<i>Absorption, Moisture and Unit Weight of Masonry Unit</i>	75.00
<i>Lineal Shrinkage of Masonry Block</i>	80.00
<i>Compressive Strength of Masonry Block</i>	75.00
<i>Efflorescence Test of Masonry Unit</i>	75.00
<i>Splitting Tensile Strength of Concrete</i>	75.00
<i>Compressive Strength of Masonry Prism (8-inch)</i>	125.00
<i>Compressive Strength of Masonry Prism (12-inch)</i>	150.00
<i>Absorption of Concrete Core</i>	80.00
<i>Concrete Shrinkage Beam</i>	75.00
<i>Young's Modulus of Elasticity per Age</i>	100.00
<i>Restrained Expansion Beam</i>	100.00
<i>Oven Dry Unit Weight of Concrete Cylinder</i>	50.00
<i>Rapid Chloride Permeability per Age</i>	350.00
<i>Compressive Strength of Hydraulic Cement Mortars (ASTM C109 Per Batch)</i>	200.00
<i>Potential Alkali-Silica Reactivity (Accelerated Mortar Bar Method)</i>	800.00
<i>Concrete Mix Design</i>	Hourly Rate/Quote
<i>Sampling, Sample Preparation, Batch Plant Inspection, Cylinder Pickup</i>	Hourly Rate

## ASPHALT TESTING

<i>Asphalt Cement Content (Solvent Method)</i>	\$ 255.00
<i>Asphalt Cement Content (Ignition Oven Method)</i>	125.00
<i>Ignition Oven Correction Factor Determination</i>	250.00
<i>Asphalt Aggregate Sieve Analysis</i>	90.00
<i>Marshall Properties of Asphalt Concrete</i>	200.00
<i>Coating and Stripping Test</i>	90.00
<i>Swell Test of Asphaltic Concrete</i>	90.00
<i>Unit Weight of Asphalt Core</i>	75.00
<i>Rice Specific Gravity</i>	100.00
<i>Index of Retained Strength</i>	550.00
<i>Sampling, Sample Preparation, Batch Plant Inspection</i>	Hourly Rate

## ASPHALT MIX DESIGN

<i>Marshall Mix Design from Bin Samples/Point</i>	\$ 500.00
<i>Hveem Mix Design from Bin Samples/Point</i>	500.00
<i>Open Grade Mix Design from Bin Samples</i>	700.00
<i>Hveem Stabilometer (1 point)</i>	250.00
<i>Sampling, Sample Preparation</i>	Hourly Rate

## STRUCTURAL STEEL / FIREPROOFING

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<i>Density Determination of Fireproofing</i>	<i>\$ 80.00</i>
<i>Sampling and Thickness Determination of Fireproofing</i>	<i>Hourly Rate</i>
<i>Bend Test of Weld</i>	<i>50.00</i>
<i>Tensile Test of Steel or Weld</i>	<i>85.00</i>
<i>Macroetch</i>	<i>100.00</i>

## NONDESTRUCTIVE EXAMINATION

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<i>Level III Services</i>	<i>\$165.00</i>	<i>per hour</i>
<i>Visual, Magnetic Particle, Liquid Penetrant, Ultrasonic Examination</i>	<i>125.00</i>	<i>per hour</i>
<i>Welder Qualifications</i>	<i>325.00</i>	<i>each</i>
<i>Procedure Qualifications</i>	<i>375.00</i>	<i>each</i>
<i>Welder Qualification Update</i>	<i>150.00</i>	<i>each</i>
<i>Magnetic Particle, Liquid Penetrant, Ultrasonic Examination</i>		<i>Hourly Rate</i>
<i>Welder Qualification Test Procedure</i>		<i>Hourly Rate</i>
<i>Visual Weld Inspection</i>		<i>Hourly Rate</i>

**NOTE:** Overtime will be charged at time-and-one-half. Quoted prices are available upon request for a variety of miscellaneous laboratory and field testing as well as for complete testing and observation programs.

Test prices shown are for laboratory work only and include reporting routine results. Sampling, recommendations, conclusions, comments and reports are billed at the hourly rate. An additional service fee of 20% will be added to all rush orders.





**WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS, PHASE 1A  
CARSON CITY, NEVADA  
SPECIAL INSPECTION AND MATERIAL TESTING  
RFP NO. 1415-213  
2016**

DATE : 1/25/2016

ACTIVITY	QTY/WEEKS	HRS/WEEK	RATE	TOTAL	COMMENTS
<b>PROJECT MANAGEMENT</b> <span style="float: right;">44 WEEKS</span>					
PROJECT MANAGER <sup>2</sup>	2	5	\$ 155.00	\$ 1,550.00	PRE CONSTRUCTION SERVICES
PROJECT MANAGER	42	3	\$ 155.00	\$ 19,530.00	REPORTS/COORDINATION/SITE VISITS
PROJECT MANAGER	5	2	\$ 155.00	\$ 1,550.00	PRE-CON/MEETINGS
PROJECT ENGINEER	2	15	\$ 120.00	\$ 3,600.00	DEVELOP TESTING TABLES
ADMINISTRATIVE SUPPORT	15	1	\$ 75.00	\$ 1,125.00	PREVAILING WAGE ADMINISTRATION
VEHICLE	20	2	\$ 10.00	\$ 400.00	
				\$ 27,755.00	
<b>IBC LEAD SPECIAL INSPECTOR<sup>2</sup></b> <span style="float: right;">44 WEEKS</span>					
INSPECTOR - REGULAR <sup>3</sup>	2	40	\$ 130.00	\$ 10,400.00	2 WKS ADMIN (PRE CONSTRUCTION)
INSPECTOR - REGULAR	42	40	\$ 130.00	\$ 218,400.00	
INSPECTOR - OVERTIME	8	10	\$ 170.00	\$ 13,600.00	
VEHICLE	1840		\$ 10.00	\$ 18,400.00	
NUCLEAR GAUGE	800		\$ 10.00	\$ 8,000.00	
				\$ 268,800.00	
<b>MATERIALS TESTING TECHNICIAN / IBC SPECIAL INSPECTOR<sup>2,4,5</sup></b> <span style="float: right;">AS NEEDED</span>					
TESTING TECHNICIAN - REGULAR	20	20	\$ 95.00	\$ 38,000.00	PART-TIME - 20 WEEKS
TESTING TECHNICIAN - OVERTIME	0	2	\$ 124.00	\$ -	
VEHICLE	400		\$ 10.00	\$ 4,000.00	
NUCLEAR GAUGE	150		\$ 10.00	\$ 1,500.00	
				\$ 43,500.00	
<b>SATURDAYS / NIGHTS<sup>2</sup></b>					
INSPECTOR - OVERTIME	4	8	\$ 170.00	\$ 5,440.00	SATURDAYS AND NIGHTS (4 TOTAL)
VEHICLE	32		\$ 10.00	\$ 320.00	
				\$ 5,760.00	
<b>NACE COATINGS INSPECTOR (CME OR BACC)<sup>2</sup></b> <span style="float: right;">7 WEEKS</span>					
INSPECTOR - REGULAR	5	20	\$ 124.00	\$ 12,400.00	PART-TIME - 4 HOUR MINIMUM
VEHICLE	100		\$ 10.00	\$ 1,000.00	
				\$ 13,400.00	

**MATERIALS TESTING TECHNICIAN (LUMOS)<sup>2</sup>**

MATERIALS TECHNICIAN	44	2	\$ 110.00	\$ 9,680.00	TESTING / CYLINDER PICKUP HELP AS NEEDED
				\$ 9,680.00	

**LABORATORY TESTING (LUMOS)**

PROJECT MANAGER	22	0.5	\$ 155.00	\$ 1,705.00	
PROJECT MANAGER	1	2	\$ 155.00	\$ 310.00	MEETINGS / PRE-CON

MOISTURE DENSITY CURVE	5		\$ 200.00	\$ 1,000.00	
MOSITURE DENSITY CURVE W/ROCK CORRECT	5		\$ 300.00	\$ 1,500.00	
SIEVE ANALYSIS	5		\$ 100.00	\$ 500.00	
SIEVE ANALYSIS COARSE COMBINED	5		\$ 180.00	\$ 900.00	
PLASTICITY INDEX	5		\$ 160.00	\$ 800.00	
CONCRETE - CYLINDERS	50		\$ 120.00	\$ 6,000.00	SET OF FOUR
MORTAR	1		\$ 90.00	\$ 90.00	SET OF THREE
GROUT	1		\$ 90.00	\$ 90.00	SET OF THREE
BLOCK	1		\$ 225.00	\$ 225.00	SET OF THREE
GROUT CUBES	3		\$ 90.00	\$ 270.00	SET OF THREE
<del>ASPHALT TEST SERIES - ORANGE BOOK</del>					
ORANGE BOOK - FULL SERIES	3		\$ 785.00	\$ 2,385.00	INCLUDES CORES
				\$ 15,675.00	

**LABORATORY TESTING (CME)**

MASONRY PRISMS	1		\$ 450.00	\$ 450.00	SETS OF THREE
				\$ 450.00	

- 1) ASSUME A MARCH 1ST START, BASED ON A 44 WEEK CONSTRUCTION SCHEDULE AND 2 WEEKS TOTAL OF ADMINISTRATION BEFORE AND 4 WEEKS AFTER CONSTRUCTION
- 2) RATES ARE BASED UPON PAYING PREVAILING WAGES AT \$37.09 / HR
- 3) MATERIAL TESTING TECHNICIAN (CERTIFIED AS IBC) CAN COVER ADDITIONAL SPECIAL INSPECTION NEEDS AND PIPE INSPECTION AT PEAK CONSTRUCTION PERIODS
- 4) ASSUME STEEL FABRICATOR IS IN THE RENO/SPARKS, CARSON CITY AREA

CME ESTIMATED SUBTOTAL FEE: \$ 359,665.00

LUMOS ESTIMATED SUBTOTAL FEE: \$ 26,623.00 (+ 5% MARK-UP)

5% CONTINGENCY: \$ 19,314.00

TOTAL FEE: \$ 405,602.00

WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS, PHASE 1A  
CARSON CITY, NEVADA  
SPECIAL INSPECTION AND MATERIAL TESTING  
RFP NO. 1415-213  
2017

DATE: 1/25/2016

ACTIVITY	QTY/WEEKS	HRS/WEEK	RATE	TOTAL	COMMENTS
<b>PROJECT MANAGEMENT</b>					<b>52 WEEKS</b>
PROJECT MANAGER	52	3	\$ 160.00	\$ 24,960.00	REPORTS/COORDINATION/SITE VISITS
ADMINISTRATIVE SUPPORT	18	1	\$ 77.00	\$ 1,386.00	PREVAILING WAGE ADMINISTRATION
VEHICLE	20	2	\$ 10.00	\$ 400.00	
				\$ 26,746.00	
<b>IBC LEAD SPECIAL INSPECTOR<sup>2,5</sup></b>					<b>52 WEEKS</b>
INSPECTOR - REGULAR	52	40	\$ 134.00	\$ 278,720.00	
INSPECTOR - OVERTIME	8	10	\$ 174.00	\$ 13,920.00	
VEHICLE	2160		\$ 10.00	\$ 21,600.00	
NUCLEAR GAUGE	800		\$ 10.00	\$ 8,000.00	
				\$ 322,240.00	
<b>MATERIALS TESTING TECHNICIAN / IBC SPECIAL INSPECTOR<sup>2,3,4,5</sup></b>					<b>AS NEEDED</b>
TESTING TECHNICIAN - REGULAR	26	20	\$ 98.00	\$ 50,960.00	PART-TIME - 26 WEEKS
TESTING TECHNICIAN - OVERTIME	0	2	\$ 127.00	\$ -	
VEHICLE	520		\$ 10.00	\$ 5,200.00	
NUCLEAR GAUGE	260		\$ 10.00	\$ 2,600.00	
				\$ 58,760.00	
<b>SATURDAYS / NIGHTS<sup>2,5</sup></b>					
INSPECTOR - OVERTIME	4	8	\$ 174.00	\$ 5,568.00	SATURDAYS (4 TOTAL)
VEHICLE	32		\$ 10.00	\$ 320.00	
				\$ 5,888.00	
<b>NACE COATINGS INSPECTOR (CME OR BACC)<sup>2,5</sup></b>					<b>7 WEEKS</b>
INSPECTOR - REGULAR	7	20	\$ 127.00	\$ 17,780.00	PART-TIME - 4 HOUR MINIMUM
VEHICLE	140		\$ 10.00	\$ 1,400.00	
				\$ 19,180.00	

**MATERIALS TESTING TECHNICIAN (LUMOS)<sup>2,5</sup>**

MATERIALS TECHNICIAN	52	2	\$ 113.00	\$ 11,752.00	TESTING / CYLINDER PICKUP HELP AS NEEDED
				\$ 11,752.00	

**LABORATORY TESTING (LUMOS)**

PROJECT MANAGER	26	0.5	\$ 160.00	\$ 2,080.00	
MOISTURE DENSITY CURVE	5		\$ 200.00	\$ 1,000.00	
MOSITURE DENSITY CURVE W/ROCK CORRECTI	5		\$ 300.00	\$ 1,500.00	
SIEVE ANALYSIS	5		\$ 100.00	\$ 500.00	
SIEVE ANALYSIS COARSE COMBINED	5		\$ 160.00	\$ 800.00	
PLASTICITY INDEX	5		\$ 160.00	\$ 800.00	
CONCRETE - CYLINDERS	45		\$ 120.00	\$ 5,400.00	SET OF FOUR
MORTAR	2		\$ 90.00	\$ 180.00	SET OF THREE
GROUT	2		\$ 90.00	\$ 180.00	SET OF THREE
BLOCK	1		\$ 225.00	\$ 225.00	SET OF THREE
GROUT CUBES	3		\$ 90.00	\$ 270.00	SET OF THREE
ASPHALT TEST SERIES - ORANGE BOOK					
ORANGE BOOK - FULL SERIES	3		\$ 795.00	\$ 2,385.00	INCLUDES CORES
				\$ 15,320.00	

**LABORATORY TESTING (CME)**

MASONRY PRISMS	5		\$ 450.00	\$ 2,250.00	SETS OF THREE
				\$ 2,250.00	

- 1) ASSUME A 52 WEEK CONSTRUCTION SCHEDULE
- 2) RATES ARE BASED UPON PAYING PREVAILING WAGES AT \$37.09 / HR
- 3) MATERIAL TESTING TECHNICIAN CAN COVER (AND CERTIFIED) ADDITIONAL SPECIAL INSPECTION NEEDS AND PIPE INSPECTION AT PEAK CONSTRUCTION PERIODS
- 4) ASSUME STEEL FABRICATOR IS IN THE RENO/SPARKS, CARSON CITY AREA
- 5) 3% ESCALATION ADDED TO LABOR RATES FROM 2016

CME ESTIMATED SUBTOTAL FEE:	\$ 435,064.00	
LUMOS ESTIMATED SUBTOTAL FEE:	\$ 28,426.00	(+ 5% MARK-UP)
5% CONTINGENCY:	\$ 23,175.00	
<b>TOTAL FEE:</b>	<b>\$ 486,665.00</b>	

**WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS, PHASE 1A  
CARSON CITY, NEVADA  
SPECIAL INSPECTION AND MATERIAL TESTING  
RFP NO. 1415-213  
2018**

DATE: 1/25/2016

ACTIVITY	QTY/WEEKS	HRS/WEEK	RATE	TOTAL	COMMENTS
<b>PROJECT MANAGEMENT</b>					
					10 WEEKS
PROJECT MANAGER	4	3	\$ 165.00	\$ 1,980.00	POST CONSTRUCTION SERVICES
PROJECT MANAGER	10	3	\$ 165.00	\$ 4,950.00	REPORTS/COORDINATION/SITE VISITS
ADMINISTRATIVE SUPPORT	10	1	\$ 79.00	\$ 790.00	PREVAILING WAGE ADMIN/FINAL REPORT
VEHICLE	20	2	\$ 10.00	\$ 400.00	
				\$ 8,120.00	

<b>IBC LEAD SPECIAL INSPECTOR<sup>2,5</sup></b>					
					14 WEEKS
INSPECTOR - REGULAR	4	40	\$ 138.00	\$ 22,080.00	4 WKS ADMIN (POST CONSTRUCTION)
INSPECTOR - REGULAR	10	40	\$ 138.00	\$ 55,200.00	
VEHICLE	480		\$ 10.00	\$ 4,800.00	
NUCLEAR GAUGE	60		\$ 10.00	\$ 600.00	
				\$ 82,680.00	

<b>MATERIALS TESTING TECHNICIAN (LUMOS)<sup>2,5</sup></b>					
MATERIALS TECHNICIAN	4	2	\$ 118.50	\$ 932.00	TESTING / CYLINDER PICKUP HELP AS NEEDED
				\$ 932.00	

<b>LABORATORY TESTING (LUMOS)</b>					
PROJECT MANAGER	4	0.5	\$ 165.00	\$ 330.00	
MOISTURE DENSITY CURVE	3		\$ 200.00	\$ 600.00	
MOSITURE DENSITY CURVE W/ROCK CORREC	3		\$ 300.00	\$ 900.00	
SIEVE ANALYSIS	3		\$ 100.00	\$ 300.00	
SIEVE ANALYSIS COARSE COMBINED	3		\$ 160.00	\$ 480.00	
PLASTICITY INDEX	3		\$ 160.00	\$ 480.00	
CONCRETE - CYLINDERS	30		\$ 120.00	\$ 3,600.00	SET OF FOUR
MORTAR	0		\$ 75.00	\$	SET OF THREE
GROUT	0		\$ 75.00	\$	SET OF THREE
BLOCK	0		\$ 225.00	\$	SET OF THREE
ASPHALT TEST SERIES - ORANGE BOOK					
ORANGE BOOK - FULL SERIES	3		\$ 795.00	\$ 2,385.00	INCLUDES CORES
				\$ 9,075.00	

- 1) BASED ON A 10 WEEK CONSTRUCTION SCHEDULE AND 4 WEEKS OF POST CONTRUCTION SERVICES
- 2) RATES ARE BASED UPON PAYING PREVAILING WAGES AT \$37.09 / HR
- 3) MATERIAL TESTING TECHNICIAN CAN COVER (AND CERTIFIED) ADDITIONAL SPECIAL INSPECTION NEEDS AND PIPE INSPECTION AT PEAK CONSTRUCTION PERIODS
- 4) ASSUME STEEL FABRICATOR IS IN THE RENO/SPARKS, CARSON CITY AREA
- 5) 3% ESCALATION ADDED TO LABOR RATES FROM 2017

CME ESTIMATED SUBTOTAL FEE:	\$ 90,800.00	
LUMOS ESTIMATED SUBTOTAL FEE:	\$ 10,507.00	(+ 5% MARK-UP)
5% CONTINGENCY:	\$ 5,065.00	
<b>TOTAL FEE:</b>	<b>\$ 106,372.00</b>	



**Carson City Water Resource Recovery  
Facility Improvements Phase IA**

<b>Testing/Inspection</b>		<b>Per Hour</b>
Construction Services Engineer	Standard Rate	\$155
Special Inspector (includes vehicle & nuclear gauge)	Standard Rate	105
Field Technician II (includes vehicle & nuclear gauge)	Standard Rate	95
Special Inspector (includes vehicle & nuclear gauge)	Prevailing Wage Rate	115
Field Technician II (includes vehicle & nuclear gauge)	Prevailing Wage Rate	110

<b>Particle Size Testing For Soils/Aggregates</b>		<b>Each</b>
Sieve Analysis	(ASTM C-136/C-117)	\$100
Wash	(ASTM C-117)	100
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	160

<b>Soils &amp; Aggregate Testing</b>		<b>Each</b>
Plastic Index	(ASTM D-4318)	\$160

<b>Moisture Density Testing</b>		<b>Each</b>
Compaction	(ASTM D-698 or ASTM D-1557)	\$200
Rock Correction	(ASTM D-4718)	100
Check Point	(ASTM D-1557)	100

<b>Concrete Testing</b>		<b>Each</b>
Compression Concrete Cylinders	(ASTM C-39)	\$30
Hold Cylinder (Cured but not tested)		20
Compression, Concrete Core	(ASTM C-42)	30
Compression, Grout Cylinder	(UBC 24-28)	30
Compression, Mortar Cylinder	(UBC 24-28)	30

<b>Asphalt Concrete Testing</b>		<b>Each</b>
Unit Weight on Core	(ASTM D-2726)	\$65
A.C. Series (Marshall)		600



*Celebrating our 28<sup>th</sup> Year of Experience & Integrity*

October 2, 2015

Mr. Jon Del Santo, P.E.  
CME Construction Materials Engineers  
6980 Sierra Center Parkway, Suite 90  
Reno, NV 89511

**Subject:** Rate Sheet for the Carson City WRRF Phase 1A Coating Inspections

Dear Mr. Del Santo:

Bay Area Coating Consultants, Inc. (BACC) is pleased to provide you the following hourly the Carson City WRRF Phase 1A Coating Inspections.

Bay Area Coating Consultants, Inc will provide a National Association of Corrosion Engineers (NACE) Certified Coating Inspector to insure the surface preparation meets the contract specifications and the linings are applied as per the manufactures recommendations. Bay Area Coating Consultants, Inc. (BACC) will provide, all equipment testing equipment, (If required) daily reports with photographs when onsite. BACC will assume that the Contractor will provide the air monitoring and confined space permits. All Bay Area Coating Consultants, Inc. (BACC) are confined space certified. Bay Area Coating Consultants, Inc. (BACC) will follow all National Association of Corrosion Engineers (NACE), and Steel Structures Painting (SSPC) guidelines and standards.

Northern CA, Corporate: 1- 888-384-6839 Central CA: 1-661-873-3601 Southern CA: 818-497-5491

[www.bayareacoating.com](http://www.bayareacoating.com)

Coating and Lining Inspection / Consulting Services Since 1987

Member: API-AWWA-NACE-SSPC-ASTM



## **2015 Fees and Payment Schedule**

<b>Coating Inspection Services / NACE Coating Inspector</b>
Regular: \$99.00 Per hour
Over Eight Hours/Saturdays: \$149.50 Per hour
Sundays and Holidays: \$168.00 Per hour
Truck Charge: \$5.00 per/hr.
Four Hour Minimum

Please call if you have any questions or, if you want to further discuss the information contained in this letter.

Respectfully Submitted,



Ed Darrimon  
President  
Bay Area Coating Consultants, Inc.  
NACE #106  
Ph (888)-384-6839  
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[edarrimon@bayareacoating.com](mailto:edarrimon@bayareacoating.com)  
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