

**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 2**  
**Carson City, NV 89701**  
**775-283-7124/FAX 887-2107**  
**NOTICE TO CONTRACTORS**  
**BID #1718-209**  
**Water Resource Recovery Facility**  
**Capital Improvements FY18-CONSTRUCTION MANAGEMENT**  
**(CM) Augmentation Services**

**Addendum No. 1**

**Date: 4/26/18**

There were formatting errors in the RFP that was previously posted. Please refer to the attached Revised RFP when submitting on this project.

**LATE MATERIAL**

**Item #: 13D**

**Meeting Date: 06-07-18**

# **Revised**

## **REQUEST FOR PROPOSALS**

### **Carson City Water Resource Recovery Facility (WRRF) Capital Improvements FY18- Construction Management (CM) Staff Augmentation Services**

**ADVERTISED RFP: 1718-209 WRRF Capital Improvements FY18- CM Staff Augmentation Services**

RELEASE DATE: April 26, 2018

Carson City invites qualified firms to submit proposals for the **WRRF Capital Improvements FY18 - CM Augmentation Services**. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Proposals."

**RFP DOCUMENTS** may be obtained from the Carson City website <http://www.carson.org/Bids>

**PROPOSALS** shall be submitted to the **Carson City Purchasing and Contracts**, 201 N. Carson Street, Suite 2, Carson City, Nevada 89701, by no later than 2pm on May 17, 2018.

**RECOMMENDATION FOR AWARD** will be made by the Public Works Department, based on the evaluation results of the City Review and Selection Committee. Once the committee has made a recommendation and a contract is negotiated, the results will be posted on the City's website [www.carson.org/bids](http://www.carson.org/bids) and all respondents will be notified by e-mail of the recommendation for award to the successful respondent.

**FINAL SELECTION** will be made by the Carson City Board of Supervisors, and is tentatively scheduled for June 21, 2018. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by the Carson City Board of Supervisors shall be deemed final.

#### **A. INTRODUCTION (General Information)**

- A.1. Carson City invites interested parties to submit proposals to provide consultant services for the WRRF Capital Improvements FY18 Project. The consultant will provide a Construction Manager to oversee and administer the referenced construction project with the assistance of a testing and inspection consultant hired by the City and a construction inspector provided by the City. The Contract that will result from this "Request for Proposals" will include what is indicated in Section D of this RFP.
- A.2. A City Review and Selection Committee created for this specific purpose will evaluate the proposals submitted.
- A.3. During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Consulting Firm, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Consultants who submit a

Proposal and were short listed. If interviews are held only the top consultants will be interviewed.

- A.4. Submission of a proposal indicates acceptance by the Consulting Firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between Carson City and the Firm selected.
- A.5. The use of the term "firm" refers to Consultant Firms with certified personnel, doing business in the United States and duly registered in the State of Nevada with business license paid to the City and County of Carson City after selection of the firm. With this type of project, the City may accept one or more firms teaming up for joint venture with a Nevada-based firm to prepare the required services, but the City will recognize such a consortium as a single entity only with one juridical personality.
- A.6. There is no expressed or implied intent or obligation for Carson City to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses during interviews (if required) in response to this Request for Proposals.
- A.7. Carson City shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

**B. CARSON CITY CONTACT PERSON:**

- B.1. Until the receipt and opening of proposals, the proposers' principal contact with Carson City will be as listed below. All questions are to be submitted in writing and potential Proposers will receive copies of all questions and answers through Carson City's website except for the questions that are considered proprietary. Questions will only be received through 5:00pm May 10, 2018.

Janet Busse, Business Manager  
Carson Purchasing and Contracts  
201 N. Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7124  
e-mail: JBusse@carson.org

- B.2. All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other City staff, City officials, members of the Carson City Board of Supervisors, may be disqualified for doing so.

**C. BACKGROUND INFORMATION:**

- C.1. Carson City is seeking proposals from qualified firms that are interested in providing construction management services for the WRRF Capital Improvements for Fiscal Year 2018. A summary of the major project improvements is listed below. The bid documents, drawings and plans, specifications and special conditions are available at Carson City website <http://www.carson.org/Bids>. The City is looking for CM services for this work.

- C.1.1. **BASE BID**. Work includes demolition; civil site work including grading, yard piping, lining the overflow pond with an HDPE liner, installation of asphalt on plant roadways, storm drainage improvements, and other miscellaneous work; improvements to existing Headworks (Structure A); construction of new electrical building (Structure A1); rehabilitation of Primary Clarifier 1 (Structure B);

improvements to the Primary Sludge Pump Building (Structure C); rehabilitation of Secondary Clarifier 3 (Structure D); improvements to the North Lift Station (Structure E); construction of a new odor control system (Structure F); instrumentation and SCADA improvements; site electrical and lighting improvements, and other items of miscellaneous work.

C.1.2. **ADDITIVE BIDS.** Additive bid items (ABI) include a new influent flow meter vault (ABI #1); rehabilitation of Secondary Clarifier No. 2 (ABI # 2); primary sludge pump and pipe replacement (ABI #3); Headworks feeder modifications (ABI #4); rehabilitation of Primary Clarifier No. 2 (RFI #5); and grit system modifications (RFI #6).

**D. SCOPE OF WORK:**

**D.1. Construction Management Staff Augmentation Services.**

- Conduct Pre-Construction meeting
- Maintain project construction budget and schedule.
- Maintain accurate records and documentation, and implement the use of the City's document control process.
- Perform and manage quality assurance/quality control during construction.
- Attend all progress meetings; prepare agenda's for meetings and meeting minutes from meeting. Distribute meeting minutes to all parties in attendance.
- Review and sign off on daily inspection reports.
- Document all relevant project communications and promptly distribute to the City and all applicable parties.
- Prepare a monthly narrative written report to the City, on the progress of work and significant changes in scope of work, cost or schedule. Narrative shall include the status of each project component cost and budget.
- The consultant shall monitor the status of work, and advise the City's Project Engineer/Manager of any potential need for supplementing their contract. Failure to monitor work status and provide timely notification may result in discontinuing the consultant's services relative to the task order until a supplemental agreement can be affected.
- Receive, process and review all RFIs and Submittals with the assistance of the Design Engineer.
- Process all pay applications.
- Manage adverse weather conditions and the potential costs/delays that might arise due to weather.
- Prepare and Manage all outside reporting requirements.
- Collect all O&M Manuals from Contractor or equipment suppliers.
- Collect As-Built Drawings from GC, check for accuracy and provide to City.
- Prepare all Project Completion Notices (Sub-Completion, Completion, Punch List)

**E. PROJECT AND RFP TIME SCHEDULE:**

NOTE: These dates are tentative and are subject to revision by the owner.

Request for Proposal (RFP) issued	April 26, 2018
Request for Proposal due date	May 17, 2018
Notification Issued to Short-Listed firms (if necessary)	May 24, 2018
Anticipated Interviews of Short-Listed firms (if necessary)	May 31, 2018
Anticipated Notification of selected firm	June 1, 2018

**F. RFP REQUIREMENTS:**

**F.1. Submission of RFP Proposals:**

F.1.1. One hard copy of the Proposal and an electronic copy (pdf document), a title page showing the RFP subject; the firm's name, address, telephone number and e-mail of a contact person. The Proposal must be received on or before the date and time set for receipt of proposals.

F.1.2. Proposals must include a one page cover letter signed by the proposed project manager for the project. The letter shall state that the Project Manager will not be removed from the project without permission of the City or the consultant may forfeit the project. Cover letter not included in page count.

F.1.3. Proposals shall be clear, straightforward, and not exceed 10 pages in length as shown by sections below including resumes. Company brochures can be provided as an appendix to the 10 pages referenced above but shall not exceed 4 pages.

**F.2. Proposals shall contain the following information:**

**F.2.1. Project Experience:**

Demonstrated experience with projects similar in size and scope. The estimated cost of the construction of the project is \$6,900,000. List a maximum of 4 projects with references, bid price of the project, final price of the project and a list of subs.

**F.2.2. Technical Capacity:**

A brief description of experience with CM Services on similar projects. Key staff, including Construction Manager information and use of any sub-consultants. Demonstrated commitment and availability to the project.

**F.2.3. Project Approach:**

Provide a written narrative clearly demonstrating the consultants approach to CM Services. Include all the steps necessary to work in a collaborative environment and the consultants experience working in a collaborative environment. Demonstrate the steps taken for in-house quality control and sub-consultant management, ability to manage schedule and cost controls.

F.2.4. If the proposer holds a Certificate of Eligibility pursuant to NRS 338.173(2), that certificate shall be included in the proposal.

**F.2.5. Litigation & Dispute History:** (All items in this section are EXCLUDED from the page count limit.)

- Have liquidated damages been assessed against your firm? If so, describe when, where, and why.
- Has there been a termination from a contract before completion? If so, describe when, where, and why.
- Has your firm been declared to be in default on any contract (whether bonded or not bonded)?
- Has any type of settlement been paid by your firm or to your firm in excess of \$25,000? If so, describe when, where, and why.
- Has there been a judgment rendered for breach of contract, other than a breach for legitimate cause? If so, describe when, where, and why.

F.2.6. Proposals shall be ten pages maximum exclusive of the cover page, cover letter, table of contents, up to 4 pages of company brochures and any certificates of eligibility.

F.2.7. Submission of proposals:

Proposals shall be submitted as one hard copy and an electronic Adobe Acrobat format saved on a PC readable medium flash drive.

Submit proposals in a sealed envelope to:

Janet Busse, Business Manager  
Carson Purchasing and Contracts  
201 N. Carson Street, Suite 2  
Carson City, NV 89701

Envelopes shall be clearly labeled with the project name and RFP number

## **G. EVALUATION OF PROPOSALS:**

G.1. Proposals submitted will be evaluated by the City Review and Selection Committee.

G.2. The Committee may call for oral interviews. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not said proposal is selected. If necessary, the tentative date set for oral interviews is the week of June 4, 2018.

G.3. The following categories will be evaluated in the selection process:

- A. **Project Experience:** Proposer demonstrates experience with similar projects, and has an excellent performance record. **(20 points)**
- B. **Project Manager:** Demonstrates experience and abilities. **(10 points)**
- C. **Technical Capacity:** Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization. **(40 points)**
- D. **Project Approach:** Proposal is organized and responsive to all requirements of the RFP, and proposer exhibits competence regarding the proposed project. Proposer exhibits insightful approach to the project design. **(30 points)**

G.4. The firms will be ranked and an agreement shall be negotiated following the selection of the most qualified applicant. If an acceptable agreement cannot be reached with the highest ranked applicant, the City shall proceed to negotiate with the next highest ranked applicant and so on until an acceptable agreement is negotiated or the City, in its sole discretion, elects to terminate the solicitation.

## **H. RIGHT TO REJECT PROPOSALS:**

H.1. Submission of proposal indicates acceptance by the Consulting Firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between Carson City and the Consulting Firm selected.

H.2. Carson City reserves the right to reject any or all proposals and to award to the proposer the City deems most qualified and whose award of the contract will accrue to the best interests of the City.

H.3. Late proposals will not be accepted. Prospective proposers are held responsible that their proposals arrive at the Carson City Finance Department - Purchasing and Contracts on or before the designated time and date.

**I. WITHDRAWAL OF PROPOSALS:**

Requests to withdraw proposals received after the date and time set for opening and acknowledging proposals will not be considered.

**J. CONTRACT TERMINATION:**

Carson City reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

- A. Failure to provide sufficient personnel as identified in the RFP.
- B. Failure to provide the principal team as submitted.
- C. Substitution of the team or other identified personnel without prior approval of Carson City.

**K. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:**

Proposer's attention is directed to the insurance requirements as delineated in Attachment A. It is highly recommended that proposers confer with their insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a proposer fails to comply strictly with the insurance requirements, the proposal may be disqualified.

**L. FUNDING OUT CLAUSE:**

Proposers shall be aware that any agreement resultant from award of this Request for Proposal shall be subject to cancellation without penalty, in the event that Carson City's funding authority shall fail to obligate funds requisite for its continuation.

**M. STATUS OF SUCCESSFUL PROPOSERS:**

Successful proposer shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any or all of the rights, privileges, benefits, and emoluments of either an officer or employee of Carson City.

**N. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

Successful proposer shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

**O. OPEN MEETING LAW:**

Proposers shall be aware that NRS 241 provides that public business shall be conducted in an open meeting. Any resultant award shall be defended against any challenge by the Carson City District Attorney's Office.

**P. WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn at any time up to the opening and acknowledgment upon written notice to the Carson City Purchasing Office. Withdrawal requests received after the time set for opening and acknowledging shall not be considered.

**Q. APPEAL BY UNSUCCESSFUL PROPOSERS:**

Q.1. Any unsuccessful Proposer may file an objection to the City regarding the selection of the City Review and Selection Committee by following the procedure outlined in the Paragraph

below. Information on the results of the Committee's evaluation may be obtained upon written request.

- Q.2. Any objection shall be written and submitted to the Purchasing and Contracts Administrator within five (5) calendar days after a recommendation to accept or reject proposals has been posted to [www.carson.org/bids](http://www.carson.org/bids). Describe, in the written protest, the issues to be addressed. Carson City will stay any award actions until after the Carson City Purchasing and Contracts Administrator has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the Carson City Board of Supervisors, who will render a final decision for Carson City. No protests will be heard by the Board of Supervisors unless the proposer has followed the appeal process.

**\*\*\* END OF DOCUMENT \*\*\***

**Attachment A: Sample Contract (Submission of proposal indicates acceptance by the firm that the City's standard contract is acceptable for signing without change.)**



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

THIS CONTRACT made and entered into this XX<sup>th</sup> day of (Month), 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and (Vendor Name), 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     ) (does not X) 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. XXXX-XXX (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	_____

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: \_\_\_\_\_

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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Title: \_\_\_\_\_

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.

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 (Month XX, 2017, subject to Carson City Board of Supervisors' approval to (Month XX, 2017, 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:

(Company Contact), (Title)  
(Company)  
(Street Address)  
(City), (State) (ZIP)  
Telephone Number/ Fax Number  
email: (E-Mail Address)

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Title: \_\_\_\_\_

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

Carson City Purchasing and Contracts Department  
Laura Rader, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137 / FAX 775-887-2107  
[LRader@carson.org](mailto:LRader@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 **(Amount written out in words) Dollars and 00/100 (\$XXX,000.00)**, 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**.

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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:

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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 subsection 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

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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 certificate 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 **CONTRACTOR**, 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, except for professional liability, shall provide for a waiver of subrogation in favor of City.

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 **CONTRACTOR** 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 **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required 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. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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 under federal and Nevada law and

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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, **CONTRACTOR** 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:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. 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 **CONTRACTOR**.

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 Underlying 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 **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'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 **CONTRACTOR** 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:**

**CONTRACTOR** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

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 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available

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insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

## 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

## 13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of 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 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

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with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## 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 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

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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 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).

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.XXXX-XXX

Title: \_\_\_\_\_

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.

## 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.



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

**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.XXXX-XXX**

**Title:** \_\_\_\_\_

**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 \_\_\_\_\_

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: Laura Rader, CPPB**

**Account: XXX-XXXX-XXX.XX-XX  
Project # XXXXXX**

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

**XXXX, Project Manager  
Telephone: 775-XXXXX**

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. XXXX-XXX**

**Title:** \_\_\_\_\_

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:** (Contact Person)

**TITLE:**

**FIRM:** (Company Name)

**CARSON CITY BUSINESS LICENSE #: 17-**

**Address:**

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** (XXX) 686-9590XXX-XXXX/ **Fax:** (XXX) XXX-XXXX

**E-mail Address:**

\_\_\_\_\_  
(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.XXXX-XXX**

**Title:** \_\_\_\_\_

**CONTRACT ACCEPTANCE AND EXECUTION:**

The **Board of Supervisors** for Carson City, Nevada at their publicly noticed meeting of **(Month) XX, 2017** approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-XXX**. 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 **XX<sup>th</sup>** day of **(Month) 2017**.

**ATTEST:**

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

DATED this **XX<sup>th</sup>** day of **(Month), 2017**.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No.XXXX-XXX**

**Title:** \_\_\_\_\_

**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**

<b>Line Item #</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Units Completed</b>	<b>Total \$\$</b>
<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**



May 17  
**2018**



**Response to Request for Proposal 1718-209**

**Carson City Water  
Resource Recovery  
Facility (WRRF)  
Capital Improvements  
FY18-Construction  
Management (CM) Staff  
Augmentation Services**

Carson City, Nevada



**HDR Engineering, Inc.**

Ruedy Edgington, PE | Managing Principal  
9805 Double R Blvd, Suite 101 | Reno, NV 89521  
T 775.337.4700 F 775.337.4774  
E [ruedy.edgington@hdrinc.com](mailto:ruedy.edgington@hdrinc.com)  
[hdrinc.com](http://hdrinc.com)



May 17, 2018

Janet Busse, Business Manager  
Carson Purchasing and Contracts  
201N. Carson Street, Suite 2  
Carson City, NV 89701

**RE: RFP 1718-209, WRRF Capital Improvements FY18- CM Staff Augmentation Services**

Dear Ms. Busse and City Review and Selection Committee;

HDR, Inc. is pleased to submit this proposal for Construction Engineering Services to provide a Construction Manager to oversee and administer capital improvements to the Carson City Water Resource Recovery Facility. With the recent success of the upgrades, improvements, and enchantments to the WRRF we are pleased to provide a proven Construction Manager/Project Manager, Jim Morris as your service provider. Carson City needs a construction management partner that can be trusted, is ready to perform at a high level immediately, and has the knowledge of your facility to do the work correctly and most efficiently. Jim fits that description completely.

**LEADERSHIP.** Jim is committed to you for the full duration of the project. He successfully delivered the recently completed WRRF CMAR project for you. Jim will partner with the contractor and the rest of the team that you provide for the construction management staff. He has the necessary skill set to handle any issues that may arise. In addition, Jim will work with Rick Cooley and Randall Gray, in absence of a Utility Manager, to efficiently administer this construction project in conjunction with Carson City's Capital Improvement Program and protect the community's interests.

**EXPERIENCE.** Jim is very familiar with Carson City's WRRF facilities, and especially the upcoming project. With Jim on board, the project team will be ready to hit the ground running on day one. Jim has effectively partnered with City staff and CM Consultants on prior phases of this project. His experience is unparalleled and he has virtually no learning curve. HDR supplied other Subject Matter Experts during earlier phases of WRRF improvements.

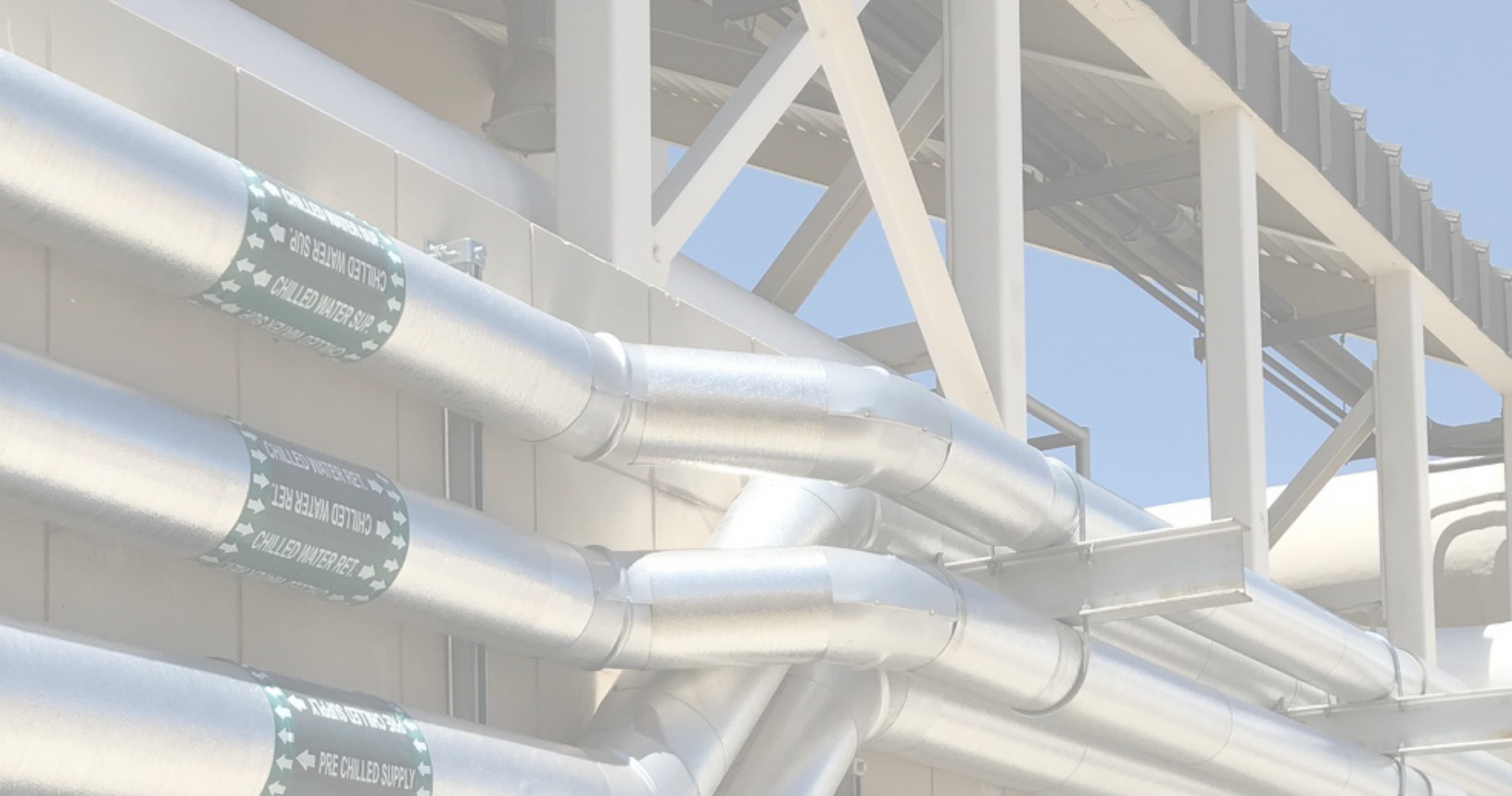
**DELIVERY.** We understand the importance of this project; Jim was chosen as the construction manager due to his ability to successfully deliver the superior quality of service you have come to expect of him. He will do it right the first time. He will be responsive to your needs and brings an abundance of technical expertise, as well as construction knowledge and experience.

As Managing Principal for HDR, I am available and can be reached directly at 775.337.4704 or via email at [ruedy.edgington@hdrinc.com](mailto:ruedy.edgington@hdrinc.com). We look forward to the opportunity to continue working with Carson City and the WRRF team.

Respectfully,  
HDR Engineering, Inc.

**Ruedy Edgington, PE**  
Managing Principal

**Jim Morris, CCM**  
Project Manager/Construction Manager



## Contents

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# Section 01

# Project Experience

# Project Experience *by our Manager*

## HDR AT A GLANCE...



Founded in **1917**,  
operating in **Nevada**  
since **1978**



Nearly **10,000**  
employee owners  
company-wide



**200** locations  
worldwide and counting



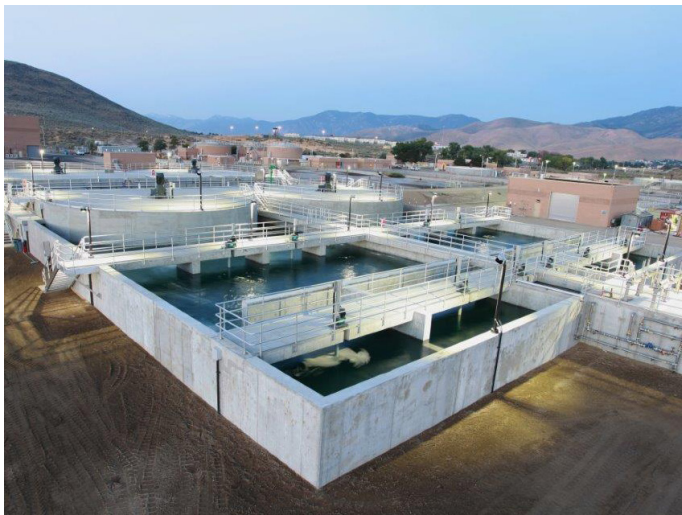
Over **60** staff members  
residing in Nevada

## HDR in Nevada

HDR's history started in 1917. A century later, we are still driven to solve tough challenges and inspire positive change in our surrounding communities where we live and work. HDR is an employee-owned firm who has been providing engineering and planning services in Nevada since 1978. Our first location was established in Las Vegas in 1992. Later, the Reno office opened doors in 2000. We have 25 local professionals in Reno of 63 Nevada-based staff.

Our dynamic and integrated team lives here and works here. We have built solid working relationships with the majority of public agencies. Through our local offices, we have a strong, local familiarity with a solid and in-depth understanding of the requirements and constraints involved in state projects. We will utilize our local knowledge and resources to deliver your projects on time and within budget. Although Carson City can count on our local team to provide most services from our Reno office, our team has tremendous global resources available to assist, as requested, to meet and exceed your goals and expectations.

Although, we are nationally recognized, we continue to offer a personal approach through a strong local presence. The team is equally adept at construction management, claims analysis, fiscal management, and public involvement.



## Water Resource Recovery Facility Project Carson City, NV

*Project Manager/Construction Manager: Jim Morris*

The Water Resource Recovery Facility (WRRF) was constructed utilizing the Construction Management at Risk (CMAR) delivery system. The project consisted of the following upgrades:

- The replacement of 3 – 54 inch Archimedes Screw Pumps that were over 30 years old.
- The replacement of the Headworks influent Bar Screen
- The installation of a new 16 inch Influent Pump Station force Main to the Bioreactor.
- The decommission of two high rate Trickling Filters that were over 30 years old
- The decommissioning of a 1.5 MGD aeration pond that was over 30 years old.
- The addition of two Bioreactor Tanks rated at 1.5 MGD each to replace the Trickling Filters and Aeration Pond.
- The addition of a third 80 foot diameter Secondary Clarifier Tank.
- Cleaning and repair of two existing anaerobic digesters including new mixing pipes on the interior
- The elimination of the gas mixing system for the Digesters and the addition of sludge mixing pumps for all three digesters
- The replacement of two existing 1 million BTU sludge heater/boilers with new high efficiency sludge heaters/boilers.
- Replacement of the existing waste gas burner system with a new waste gas burner with automated controls for more efficient burning of the excess gas.
- Replacement of 30 year old process instrumentation panels and controllers with new state of the art Process Control Cabinets and Process Logic Controllers.

### PROJECT DETAILS

**Reference:** Rick Cooley, Carson City Construction Manager, 775.443.5352

**Bid Price:** \$29,991,581.00 (including contingency)

**Final Price:** \$29,984,581.00 (including change orders and alternates)

### Subconsultants:

Construction Material Engineers - Special Inspections

HDR Inc. - Instrumentation and Controls Inspections

Hill International - Scheduling

- Replacement of miscellaneous motor control centers and associated wiring.
- Construction of a new electrical building for power and control of the new Bioreactor
- Installation of two new emergency generators for backup power
- Roadway, drainage and landscaping improvements throughout the site.
- New landscaping around the perimeter of the existing WRRF site.

All of the mentioned upgrades and improvements took place while keeping the existing WRRF in full service. Bypassing the facility was not an option, so the facility had to remain in service 24/7. The project required several process to process shutdowns to allow for installation of new connections and the elimination of existing connections. All work was planned with the plant staff and coordinated accordingly. The plant did not experience any spills or unexpected bypasses during the construction.

The construction contract was written for \$28,591,581 with \$1,400,000 in contingency. The contract duration was 27 months. The project was completed in 18 months using less than 2% of the contingency monies and utilizing the remain contingency monies to pay for 2 of the alternate bid items.



## Clark County Water Reclamation District Staff Augmentation Services - Construction Management Clark County, NV

*Project Manager: Jim Morris*

### PROJECT DETAILS

**Reference:** Tim Echeverria, Clark County Water Reclamation District PM, 702.686.8188

**Cost:** Phase 1: \$3,531,525 ; Phase 2: \$ 860,073; Phase 3: \$789,801

**Dates:** Phase 1: 04/2007-04/2010; Phase 2: 04/2009-05/2011; Phase 3: 11/2012

**Subconsultants:** N/A

**Phase 1** | HDR provided staff to supplement the CCWRD inspection staff for CCWRD's \$1.4 billion Capital Improvements Plan (CIP). HDR had three full time staff members assigned to sewer rehabilitation projects, as well as one project controls specialist. The work included CIP projects throughout Clark County, including new construction, rehabilitation, and repair of CCWRD facilities and collections system infrastructure.

**Phase 2** | HDR provided construction staff augmentation services for the construction of solids pumping, transmission, and dewatering facilities at the Clark County Water Reclamation Districts Central and Advanced Wastewater Treatment Plants. The facilities have a design capacity to handle the solids produced from an average/peak flow of 150/192 MGD. Average/peak design capacity for solids production is 180/231 DTPD.

**Phase 3** | HDR provided a Senior Civil Engineer to the CCWRD's construction management division. The District, in the middle of a \$800M 5-year CIP program, needed assistance in the following projects

Corrosion Management Plan Phase II, which included rehabilitation of 66 to 90-inch mortar lined steel pipe for Aerated Grit Basin #5 - #8 influent and effluent pipes with fiber reinforced composite lining, rehabilitation of 66-inch and 84-inch pre-stressed concrete cylinder Primary Clarifier Influent & Effluent pipes with cured-in-place pipe lining, rehabilitation of Primary Clarifier Effluent Boxes #4 & #6 with PVC Liner, installation of 12-inch FRP and 18 inch Stainless Aerated Grit Basin #1 - #4, and miscellaneous HVAC Ductwork upgrades, Cathodic Protection Improvements, and Scum Line replacement.



## Carlsbad Wastewater Treatment Facility Renovation

City of Carlsbad, New Mexico

Project Manager: Jim Morris

### PROJECT DETAILS

**Reference:** Luis Camero,  
City of Carlsbad Utility/  
Public Works, 505.885.6262,  
lcamero@cityofcarlsbadnm.com

**Bid Price:** \$12.5M

**Estimated Construction Price:**  
\$16M

**Final Price:** \$13.2M

**Dates:** 10/2007-04/2013

**Subconsultants:** Fogleman  
Engineering, Surveying Control,  
Inc., Terracon, Roof Technical  
Services, inc., Net Zero Engineering,  
Inc.

The City of Carlsbad selected HDR to provide engineering design services for the 4.2 mgd Wastewater Treatment Facility (WWTF) renovations project. HDR evaluated the WWTF and recommended alternatives for the renovations which included rehabilitation of the existing entrance works, primary clarifiers, secondary clarifiers, and upgrades to the anaerobic digesters. HDR also evaluated alternatives to optimize the existing activated sludge treatment process and recommended to convert the existing process to a Modified Ludzack Ettinger (MLE) Process which provides efficient nitrification and denitrification. Treated effluent is either reused for irrigation at the city golf course or discharged to the Pecos River. A new ultraviolet disinfection facility was included along with renovating the existing administration building and the addition of a new laboratory.

In 2009, HDR prepared a Preliminary Engineering Report (PER) and Environmental Information Document (EID) for the recommended alternatives. Design of the renovations and upgrades was completed in fall of 2010. HDR also provided construction phase services which included construction administration, a full-time resident project representative, and preparing an electronic operations & maintenance manual.

**Project Awards.** 2013 - American Council of Engineering Companies (ACEC) New Mexico, ACEC New Mexico: Engineering Excellence Awards - Large Firm Award, Local, Category F: Water and Wastewater Achievement\_HDR provided civil, architectural, structural, mechanical, electrical, and instrumentation design on the WWTF in Carlsbad, NM.

*The renovations made to the facility improved the reliability, efficiency and optimized the treatment processes in which the City has found that they can operate the facility with half of the aeration basins online and produce a higher quality of effluent. The City is obligated to meet permit limits at all times which required renovations to be made while keeping the treatment facility in full operations. This created a complex and unique problem and required an innovative construction phasing and sequence plan to perform the renovations. Essentially, a new treatment facility was constructed within an existing treatment facility while still treating wastewater and meeting all permit limits.*



### PROJECT DETAILS

**Reference:** Rick Cooley, PE,  
Carson City Construction Manager,  
775.443.5352, rcooley@carson.org

**Firm Cost:** \$1,424,450

**Construction Cost:** \$32,000,000

**Subconsultants:** N/A

## Carson City Water Bond Program

Carson City, NV

Project Manager: Jim Morris

HDR provided program and construction management services for the \$32 million Carson City Water Bond Projects. HDR provided program management, construction management, and materials testing services for the construction of the approved Water Bond Projects which included: the Prison Hill Water Tank, North-South Transmission Phase II, East-West Transmission Phase I & II, Transmission Main Pumping/Surge Stations, and the Ormsby Reservoir Projects. Our services included constructability reviews, coordination with local agencies, document control, schedule control, change order control, quality control inspections, and materials testing.



# Section 02

02 Project Manager

# Project Manager



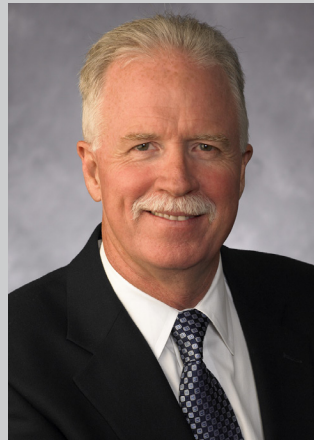
# Project Manager

HDR's overall approach is to provide a highly-qualified construction manager with specific, relevant experience in various types of projects to ensure that you have an individual that is well suited for the project the City has identified. The methodology for managing and staffing each project will be the same. Our team will be lead by HDR's Construction Manager, Jim Morris, CCM, who has over 40 years of experience in the design and construction industry and is well versed in the field of construction management and inspection.

Jim was chosen as the construction Manager due to his ability to provide quality oversight of these elements based on his four decades of experience delivering an array of projects ranging from Water/Wastewater infrastructure to roadway infrastructure to civic buildings as well as storm drains and street rehabilitations throughout Nevada.

We have included Jim's resume for your review as part of our technical capacity, as the construction manager position was the only one identified by the City to be provided under this staff augmentation.

Jim will manage the City staff and the special inspection sub consultant as he would if they were all HDR staff members. As we understand, City staff will be providing document control with special inspection services to be performed by Wayne Opperman, Dave Michaut, and Construction Material Engineers (CME). At this time, CME is the only subconsultant performing CM services. Jim has worked with all of the named City staff and CME. There will be no learn curve during the initial startup of the project, based on the past working experience.



## Jim Morris, CCM

With over four decades of construction industry experience, Jim is currently providing construction management services to the City of Carson City as a contract employee. Jim is managing the City's \$45 million dollar bond program. The first phase was just completed utilizing Construction Management at Risk as the delivery system. The project was completed 9 months ahead of the completion date and below budget.

In the past 42 years, he has served in varying roles of responsibility, ranging from construction inspector and construction manager to program manager and project director. In 2001, he was the founding member of the Construction Management Association of America's (CMAA) Southern Nevada Chapter, which now has over 50 members. Jim has been on the National Board of Directors for CMAA and is currently serving on the Board of Governors for the Construction Manager Certification Institute (CMCI) for CMAA.

Throughout his career, Jim has provided construction management and inspection services for the construction of numerous wastewater plants, water reservoirs, water reclamation plants, pipelines, and sewer interceptors in Nevada, California and Colorado. Jim has been involved with Value Engineering Studies, Bid ability / Constructability reviews, cost estimating and scheduling during his career.

### EDUCATION

Certificate, Civil Eng/  
Construction Mgmt, San  
Jose State University

Drafting and Technology,  
Idaho State University

### CERTIFICATES

Construction Management  
Association of America  
Certified Construction  
Manager

### INDUSTRY TENURE

42 Years

## RELEVANT PROJECT EXPERIENCE

### Water Resource Recovery Facility, Carson City, NV

The Water Resource Recovery Facility (WRRF) Was constructed utilizing Construction Management at Risk (CMAR) delivery system. The project consisted of upgrades to the existing Headworks Structure, cleaning three existing digester and replacing the existing gas mix system with a pump mixing system. New 80 diameter secondary clarifier, new 3 million gallon Bioreactor, miscellaneous electrical upgrades and the decommissioning of two bio towers and an aeration pond.

Project Role: Project Manager/Construction Manager

### Wastewater Treatment Plant Expansion, Santa Cruz, CA

This project was a \$52 million wastewater treatment expansion and upgrade. The project consisted of a major renovation and expansion of an existing treatment facility that is located within a wetland bird sanctuary. The work also consisted of the remodeling of the administration Building. The remodel included the installation of a new computer system with remote PLCs for operation of the plant.

Project Role: Resident Engineer



RELEVANT PROJECT EXPERIENCE continued

**Central Reservoir Addition Project, North Las Vegas, NV**

This \$10 million dollar project consisted of the addition of one 7.5 million gallon steel reservoir tank; inlet and outlet piping to the tank; demolition of an existing in-ground 7.0 million gallon tank; improvements to an existing city park; and installation of concrete retaining walls.

Project Role: Construction Manager

**Chevron Water Reclamation Plant, CA**

This \$24 million dollar project consisted of the construction of a 5.4-MGD advanced water treatment facility including a 1.7 million gallon equalization tank, two reactor clarifiers, continuous backwash deep beds sand filters, chlorination facilities, filter press dewatering facilities, influent and effluent pump stations, and associated 24-inch influent and effluent pipelines. The project also included the construction of an 8,000-square-foot administration building and a 14,000-square-foot chemical storage and dewatering building.

Project Role: Construction Manager

**CIP Construction Management Services, North Las Vegas, NV**

Program Manager for this program which provided construction management services for the various capital improvement program projects throughout the City. The annual budget was \$50 million, and projects included new potable water pipelines and tanks, roads, swimming pools, pump stations, demolition work, installation of back-up generators, remodeling of existing facilities. Mr. Morris managed three full-time construction managers and coordinated all of their activities with City staff.

Project Role: Program Manager

**Clark County Water Reclamation District Project 504 Primaries, Clark County, NV**

Project Director for construction of two new 120 foot diameter Primary Clarifiers consisting of covered cast-in-place concrete circular basins; a Primary Sludge Pumping Station which houses process equipment, piping, and controls; and a complete odor control system utilizing bio filters that serve all process facilities. Also includes extension of the existing utility tunnel system with process piping. Another feature is the construction of a concrete lined drainage channel along the north and east boundaries of the facility.

Project Role: Project Director

**Monte Cristo/Cheyenne Sewer Interceptor, Las Vegas, NV**

This project included the installation of 23,215 linear feet of 30- to 36-inch sewer line, 5,280 feet of which was installed by micro tunneling, asphalt concrete pavement removal and replacement as required, installation of three jacked steel casings at three different state highway crossings. Installation of 47 manholes ranging in diameter from 6 to 8 feet and in depth from 10 to 44 feet.

Project Role: Construction Manager

**Oakey Boulevard, Phase II, Las Vegas, NV**

This project included the installation of 10,000 linear ft. of 27" sanitary sewer line, 12,000 linear ft. of 24" through 48" reinforced concrete pipe storm drain. The relocation of various waterlines, gas lines and existing sewers. Installation of new waterlines, services and fire hydrants. Construction of two miles of 60 foot wide roadway with new curb and gutter, cross gutters and drop inlets.

Project Role: Construction Manager

**Sahara/Arden Interceptor, Phase III, Las Vegas, NV**

This project included the installation of 5,800-linear-feet of 60-inch and 72-inch reinforced concrete pipe with associated cast-in-place manholes. The new interceptor was installed within the limits of a major storm drainage wash and adjacent to a major golf course. The project cost was \$2.2 million and was completed within one percent of the original bid. The project was completed three months ahead of schedule.

Project Role: Construction Manager

**Wastewater Treatment Facility, Pueblo, CO**

Mr. Morris provided resident engineering services for a new \$21 million, EPA funded, dual phase wastewater treatment plant. On this project he assisted the construction manager with primary responsibility relating to change order estimating and schedule control.

Project Role: Resident Engineer

**Carlton Square Reservoir, North Las Vegas, NV**

This project consisted of the addition of 7.5 million gallon and 10 million gallon steel reservoir tanks. Also included were inlet and outlet piping as well as interconnecting piping between the tanks. Site improvements consisted of landscaping, roadways, and a reinforced masonry perimeter fence.

Project Role: Construction Manager

Jim led the design effort for the WRRF FY-18 Project, from Concept to Bid. The engineer's estimate was \$6.9 million and the low bid was \$6.7 million.

In addition to the Water, Wastewater construction experience, Mr. Morris has managed vertical construction projects including City Halls, Parking Garages, Justice Facilities, Fire Stations and Vehicle Maintenance Facilities. He has been responsible for oversight and project management on State DOT projects in California and Nevada.



# Section 03

# Technical Capacity





# Technical Capacity

HDR has created a specialized group for providing full-service construction management, program management, and inspection services during all phases of the construction process.

We offer full construction management/staff augmentation services for all types of public works, municipal infrastructure projects including: water, wastewater, transportation, flood control and drainage, parks, public buildings, utilities, and other facilities. The success of HDR comes from our commitment to provide talented and well trained professional construction managers, inspectors, engineers, and schedulers. HDR has attained a high standard of construction administration skills combined with effective team building and communications techniques. We tailor every team to fit specific project and client needs. Our primary task is to achieve your project objectives by focusing on your goals and expectations of quality, cost, and schedule.

HDR will provide Jim Morris as your Construction Management expert for this project. As you will see from his resume, Jim possess all the technical capabilities to successfully manage the future construction of the Capital Improvements to your Water Resources Recovery Facility. At the time this project begins, Jim will be 100% available to you, as needed. Further, we commit Jim to you for the full duration of the project as and when needed – **this project and your satisfaction will be of the utmost importance to Jim and HDR.**

Over the past few years, Jim has demonstrated his commitment to you by successfully delivering the upgrades and enhancements to the WRRF. All of the upgrades and improvements took place while keeping the existing WRRF in full service. Bypassing the facility was not an option, so the facility had to remain in service 24/7. As further demonstration of Jim's prowess as a construction manager; the 27 month contract was completed in just 18 months using less than 2% of the contingency monies and utilizing the remaining contingency monies to pay for 2 of the desired alternate bid items. During earlier phases HDR supplied Subject Matter Experts to your team for specialized operations.

Jim has demonstrated his commitment to early project completion and working within budget his entire career. This is also true when it

comes to managing sub consultants. Whether it is schedulers, independent cost estimates, or special inspectors, all budgets need to be adhered to and managed. Going back to City Councils, Boards, Directors, requesting additional monies is not desirable and often demonstrates a lack of leadership.

Jim has worked with the City of Carson City since 1997. He has managed budgets, schedules, and inspectors on various Public Works projects. Jim's experience with the City goes back to the Arrowhead Detention Facility, up to the WRRF Improvements Phase 1A Project, recently completed. Jim was the Project Manager for the Carson City Water Bond Program, where he worked with Rick Cooley, as the Construction Manager to complete those projects on time and within budget.

In all of these projects as in all projects, **communication** is the key; clear concise communication. Change Orders are generally the result of poor communication. Too many service providers rely on social media for communication, while it is important to document project communication, there is no substitute for face-to-face discussions and reviews of as built conditions to find working solutions to unexpected challenges.

Another important aspect of construction management is the "reasonable man" approach. Which is exactly what the name says, what is reasonable and fair. When challenges arise the simple solution is to point to the specification and say follow the spec's. ***But, is that always reasonable? Do the specifications actually cover all of the different conditions that can and will***



**be encountered on projects?** Especially on projects involving upgrades to existing facilities.

Construction Claims Monthly published an article in September of 1987 titled **"Five Basic Principals of Contract Interpretation"**. The five principals are:

- ① The document must be read as a whole.
- ② The document will be construed against the drafter.
- ③ The document supersedes all previous discussions.
- ④ The documents specific terms govern the general terms.
- ⑤ The document must be read in the context of the trade.

These principals are relevant to all construction projects. When working on Value Engineering studies, 30%, 60%, 90% document reviews, it is important to keep these five principles in mind to help create clear and concise documents that are not ambiguous.

HDR is dedicated to providing true third party construction management/staff augmentation services. Our goal is to be the project advocate, the voice of the project, without a bias or a conflict of interest. Our purpose is to see the big picture and to provide staff that meets the City's expectations for its project.

The three principals for third party construction management/staff augmentation are: **Knowledge, Communication** and **Timeliness**. A construction management staff needs to

understand every aspect of the project prior to the actual start date of a project. The construction staff should be good communicators, both verbally and in written form and must understand the importance of timely responses.

In construction management, the foremost reasons for poor quality, budget over runs and schedule slippage is poor communication, untimely responses and lack of overall project knowledge. The secret to a successful project is communication, negotiation and timely responses. The augmented staff members need to be on the project full time, and involved in all project issues in order to coordinate and manage the project properly.

The City's construction manager is responsible for being the single point of contact for the project. As such they must be a collaborator, communicator, and knowledgeable in quality control. All information and communication regarding the project needs to flow through the construction manger so there is no mis-communication including quality control issues. The role of construction manager is to provide clear, concise direction to the project team including the Designer and Contractor.

Team building and partnering is also a responsibility of all the team members. The staff needs to understand the expectation of all parties involved in the project; the owner, the designer and the contractor. By understanding the expectations of all parties, the staff members can attempt to meet the expectation and provide a successful project for everyone. Jim and HDR have the Technical Capacity to successfully deliver this project for you.



# Section 04

# Project Approach



# Project Approach

As illustrated in our project experience section, HDR's proposed construction manager has worked on previous projects successfully, completed on schedule and created a collaborative environment in the process. In fact, we often complete projects ahead of schedule, such as the WRRF Phase 1A project, which equates to a cost savings our clients. Our demonstrated capacity to control the construction schedule is based on our project management philosophy and reinforced by years of experience. To be successful in controlling the project schedule, our manager will stay actively involved with all the key stakeholders so we can mitigate problems and exploit opportunities. We often blame the contractor for delays, but sometimes it is other unknown players and situations that can cause a delay.

By knowing early what the owner's final intent is for the project, we will be looking for ways to make the changes requested without impacting the overall schedule. Our experience has shown that by becoming thoroughly familiar with the "big picture" early on as well as the objectives of the client allows us to forecast upcoming delays before they happen.

We attribute our past successes on using the knowledge we gain by being thoroughly familiar with your project's "big picture." We know that by being actively involved with the Project Engineer/Manager, the designer, and contractor, we can help solve problems and identify and use innovative cost saving and scheduling measures, while endorsing high standards of quality and maintainability.



Bid/Award Phase

As we understand it, the Project bid on May 9th of this year, prior to selection of the Construction Manager. HDR does not anticipate any involvement with the actual bid phase of the project, but anticipates involvement in the award of the project.

**Award phase tasks include:**

- **Review Bonds and Insurance for conformance if requested**
- **Coordinate with the City for issuance of the Notice-to-Proceed.**



Construction Phase

The role of the construction manager increases considerably during the construction phase. While we are working in the field, we are problem solvers, administrators, managers, and quality control observers. To be effective problem solvers, we must not only react to problems, but we must also anticipate and mitigate problems before they occur.

- **Arrange pre-construction conference and weekly meeting.** We will arrange the pre-construction conferences and weekly progress meeting. Agendas and minutes will be prepared and distributed for all meetings. We will follow up to see that pending issues are addressed before the next meeting.



- **Create a Collaborative Team.** Develop and foster an environment of open, honest, frank discussion. The only dumb question is the question that is not asked. All team members are important, as are their question, concerns and requests. Empower people to question without retribution or criticism. Treat people with Respect.
- **Document the work.** Prior to the commencement of any work, we will document, by videotape and still photographs, all on-site conditions and improvements in the immediate vicinity such as sidewalks, private buildings, and streets to provide an accurate image of pre-construction conditions. This is useful in negotiating damage claims allegedly caused by the construction. In addition, we will keep meticulous records of the project to document all project activities, including but not limited to schedule, progress, testing, inspection, and payments,
- **Utilize partnering.** Through either formal or informal partnering we will foster an atmosphere where disputes are discussed and settled quickly and equitably, with all parties working towards the common goals and team spirit. Implemented correctly, partnering has the potential to be a major cost saver by minimizing disputes, claims, and litigation.
- **Manage project correspondence and data.** We will use document control software to manage all incoming and outgoing correspondence including letters, shop drawings, request for information, and partial payment requests. Managing information however, is more than just tracking data as it comes in. We use the management information to generate "suspense" logs, especially on items such as shop drawing submittals and information requests to avoid delay when shop drawing reviews are late and requests for information are not answered in a timely fashion. At our weekly job site meetings, we will discuss the shop drawing log and find out if the designer is reviewing shop drawings in a timely manner. We will also discuss with the contractor the status of re-submittals, and if there is potential for delay. HDR uses the "suspense" logs to keep the job moving and remind all team members of their immediate responsibilities.
- **Manage change orders.** Despite the fact that changes are nearly impossible to eliminate, positive steps will be taken to avoid and reduce their impact as much as possible. Our first pass at change order reduction is during the constructability review during the design process. Our second area of change order reduction is to identify them early in the construction phase and work with the designer and contractor to develop solutions to minimize addition costs. Finally, HDR will negotiate all prospective changes with the contractor to get a fair price for the extra work.
- **Monitor construction schedule.** HDR will review the contractor's schedule and require him to prepare and regularly update a Critical Path Method (CPM) schedule detailing how the work will be accomplished. We will review and update schedules for slippages and will work with the contractor to eliminate and/or mitigate the impacts of any delays.
- **Process partial payment requests.** We will work with the contractor initially to develop an acceptable schedule of values to provide an adequate breakdown of the work. We will review partial payment requests monthly and make revisions that accurately reflect the work completed and transmit to the PMCM for processing and payment.
- **Provide quality control inspection.** Quality control is more than merely approving or rejecting work as it is put into place. It is a participatory process whereby the contractor's personnel work with the construction manager and inspection staff and the rest of the project team to do a task correctly and to do it expeditiously. Cooperative solutions are developed that improve quality while minimizing rework. Rework is one of the biggest contributors to claim and project delays. When problems are spotted in the field, the contractor is notified immediately and solutions are developed in association with the designer and the PMCM, if necessary before work continues on this item. If a problem persists, a notice of non-compliance is issued to the contractor and remains intact until the situation is remedied.
- **Prepare daily inspection reports.** Our inspection staff will complete daily inspection reports chronicling the contractor's activities, workforce, equipment, and material deliveries. Daily activity information will also be shown on the "as-built" schedule. Photographs and videotapes are taken on a regular basis.





Our goal is not to document the **“perfect train wreck”** but to **prevent the train wreck all together.**



Construction Phase cont.

- **Mitigate claims.** The tasks highlighted above have the primary purpose of avoiding disputes and changes as much as possible and resolving disputes quickly and equitably.
- **Our management of the schedule, change order process, and project documentation has resulted in a impeccable track record over the past 30 years.**
- **Materials Testing.** Testing of construction material will be necessary during construction.
- **We will subsequently direct and manage their work in the field.**
- **Remove hazardous materials.** Removal of any hazardous materials during the construction will be done by a qualified subcontractor. Their work will be monitored to ensure compliance with all applicable laws and regulations and the Local Soil Ordinance.
- **Establish project safety program.** Require submission of site safety program from the contractor, which includes the appointment of a project safety manager. We will monitor the contractor’s adherence to the safety program and advise them accordingly. We believe safety is everyone’s responsibility. It is of the utmost importance on all projects.
- **Monthly Progress Report.** Provide the PCMC with a monthly report of the project detailed the progress to date, the schedule, cost projections, cost to date, photos and change order log with approved and pending change orders.



Close-out Phase

**As part of project close-out, it is important that all administrative tasks have been closed out and the contractor has supplied what is required by the contract documents. Closeout/ occupancy phase tasks include:**

- **Prepare and resolve “punch list” items.** HDR will prepare detailed punch lists of all work areas and work with the contractor towards rapid resolution.
- **Prepare and manage checklist.** A checklist of equipment affidavits and warranties will be prepared, if necessary.
- **Review contractor’s submission of “red-lined” “as-built” drawings.** Contractor’s set will be checked against the set that was updated daily by our field staff. Good “as-built” drawings will be useful whenever future work is done in the surrounding area.
- **Provide record survey of the construction as constructed.**
- **Compose Final Report.** A final report will be prepared for the PMCM that documents the details of the projects including all costs, schedule, and budgets.





# Appendix A

# Certificate of Eligibility





**STATE OF NEVADA  
BOARD OF PROFESSIONAL ENGINEERS AND LAND  
SURVEYORS**

**CERTIFICATE OF REGISTRATION**

**HDR ENGINEERING, INC.**

**IS HEREBY REGISTERED TO OFFER PROFESSIONAL  
ENGINEERING SERVICES  
IN THE STATE OF NEVADA**

**January 01, 2018**  
**Date Of Registration**

**December 31, 2018**  
**Expiration Date**

**Executive Director**



# State of Nevada



## Board of Professional Engineers and Land Surveyors

**Ruedy P. Edgington**

This is to certify that

having given satisfactory evidence of the necessary qualifications, as required by the Act of the Legislature of June 1, 1919, and amendments thereto, has been duly licensed and is hereby authorized to practice as a

**Professional Engineer  
Civil**

In the State of Nevada, *Iu Testimony* hereof, Witness the signatures of the Members and

Executive Director of the Board under the Seal of the Board.



Attest:

Certificate No. 7016

Effective as of the 13th day

of July 1985

*Keri J. Jansen*  
DIRECTOR

*[Signature]*  
*Michael B. Holloway*  
*[Signature]*  
*Dean Luskham*  
*[Signature]*  
*Judith Crummett*  
*[Signature]*  
*Judy Edgington*  
*[Signature]*  
*Chester Edgington*  
*[Signature]*  
*Thomas J. Jabe*  
CHAIRMAN

# Appendix B

## Litigation and Dispute History



# Litigation and Dispute History

In today's legal environment, claims and litigation are a reality for any large participant in the construction industry. When claims do occur, HDR seeks to be proactive and cooperate with our client in reaching a resolution that is fair and reasonable to all. We also value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving other projects. We would take the same position with information regarding our work on your project. If necessary, we would be willing to meet in person with your selection committee with appropriate confidentiality agreements, to discuss the merits or background of past claims. **There are no claims or litigation that would have a material impact on our financials or our ability to perform your project. HDR has maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.**



9805 Double R Blvd, Suite 101  
Reno, NV 89521  
775.337.4700  
**hdrinc.com**

We practice increased use of sustainable materials and reduction of material use.

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**MAY 17<sup>th</sup>, 2018 - 2:00 PM**

**RESPONSE to REQUEST  
FOR PROPOSALS**

**Carson City Water Resource  
Recovery Facility  
(WRRF) Capital  
Improvements FY18-  
Construction Management  
(CM) Staff  
Augmentation Services**

**ADVERTISED RFP: 1718-209 WRRF  
Capital Improvements FY18- CM Staff  
Augmentation Services, Addendum No. 1.**

JOHN COLLINS  
President

2794 GORDON AVENUE  
MINDEN, NV 89423

(775)309-3116

[john@pcsgllc.net](mailto:john@pcsgllc.net)



May 17<sup>th</sup>, 2018

Janet Busse, Business Manager  
Carson Purchasing and Contracts  
201 N. Carson Street, Suite 2  
Carson City, NV 89701 775-283-7124  
e-mail: JBusse@carson.org

RE: RFP 1718-209 WRRF Capital Improvements FY18-CM Staff Augmentation

Dear Janet,

Please find the following proposal for services towards the above referenced project. Pre-Construction Services Group (PCSG) is excited for the opportunity to be part of the growth of Carson City and improvements to the WRRF. Per the proposal requirements, John Collins, the Project Manager for the project will not be removed from the project without permission from the City or PCSG may forfeit the project.

Sincerely,

John Collins  
President and Project Manager  
Pre-Construction Services Group



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*PROJECT EXPERIENCE*

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**PROJECT:** Rolling A WWTP Phase III, Lyon County, NV  
**ROLE:** Project Manager/Superintendent  
**BID PRICE:** \$14,700,000                      **FINAL PRICE:** \$15,200,000  
**SUB LIST:** Nelson Electric, Granite Construction, International Lining Tech, RHP Mechanical, Viking Drilling (Dewatering), Northeast Masonry  
**REFERENCE NAME:** [Mike Workman | 775-246-6220 | mworkman@lyon-county.org](#)

**PROJECT:** Moody Lane Wastewater Treatment Plant, Churchill County, NV  
**ROLE:** Project Manager  
**BID PRICE:** \$7,400,000                      **FINAL PRICE:** \$7,700,000  
**SUB LIST:** Northeast Masonry, Kodiak Roofing, Diamond Electric, Nelson Electric, Haus Plumbing, EC Applications  
**REFERENCE NAME:** [Paul Winkelman | 775-339-5559 | paul@shawengineering.com](#)

**PROJECT:** MGSD Digester #3 Improvement Project  
**ROLE:** Estimator/Project Manager  
**BID PRICE:** \$4,400,000                      **FINAL PRICE:** \$4,300,000  
**SUB LIST:** Creekside Electric,  
**REFERENCE NAME:** [Frank Johnson | 775-782-3456 | frankjohnson@mgstdistrict.org](#)

**PROJECT:** STMWRF Electrical Upgrade Project  
**ROLE:** Estimator/Project Manager  
**BID PRICE:** \$1,200,000                      **FINAL PRICE:** \$1,200,000  
**SUB LIST:** Nelson Electric, Westenaire  
**REFERENCE NAME:** [Dave Michot | dmichot@carollo.com](#)

Additional references available upon request



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## TECHNICAL CAPACITY

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PCSG is local firm with over 20 years of experience building and managing construction projects in Northern Nevada, and across the western US. Our contractor-based experience has delivered over thirty successful projects, on time and on budget, to Owners, including Carson City. PCSG is owned and managed by John Collins, who has spent his entire career as a builder and manager, lives in the Carson Valley and has called Carson City and Minden Home for the past 17 years. In 2016 he founded PCSG with the purpose of providing the best construction planning and construction management to Owners in Northern Nevada. PCSG is a local small business and is committed to this region and this community. While small, we are extremely efficient, professional, and have never failed to meet a deadline. The use of sub consultants is not anticipated.

PROJECT SCOPE	PREVIOUS EXPERIENCE
Civil Site Work, Grading, Yard Piping, Asphalt	20 years of civil construction experience
HDPE Pond Liner	Managed installation of over 4 million SF
Headworks	Successfully constructed and commissioned 3 new and 2 rehabilitated Headworks facilities
Electrical Building & Electrical and SCADA Improvements	Successfully constructed and commissioned over a dozen WWTP facilities, each with significant electrical and controls
Clarifier Rehabilitation	Successfully constructed and commissioned over a dozen primary and secondary clarifiers
Primary Sludge Pump Building	Successfully constructed and commissioned 4 sludge handling and pumping facilities
Lift Station	Successfully constructed and commissioned over a dozen primary and secondary clarifiers
Odor Control Systems	Successfully constructed and commissioned 8 odor control systems
Grit Systems	Successfully constructed and commissioned 3 grit systems





**EDUCATION**

B.S., Construction Management,  
Northern Arizona University, 1998

Masters Degree, Business  
Administration, University of  
Phoenix, 2006

**REGISTRATIONS**

Nevada State Contractors Board  
Qualifying Individual –  
A, B-2, & B-5

**CERTIFICATIONS**

Occupational Safety and Health  
Administration - 30 Hour  
Supervisors Safety Training

Occupational Safety and Health  
Administration - Competent Person  
– Excavation, Confined Spaced  
Entry

Occupational Safety and Health  
Administration – Confined Space  
Entry Trainer

**YEARS OF EXPERIENCE**

Years with PCSG - 2  
Total Years - 20

**PROFESSIONAL AFFILIATIONS**

Nevada Associated General  
Contractors, Public Works  
Committee President, 2009 and  
2011

Nevada Associated General  
Contractors, Member since 2002

**EXPERIENCE PROFILE**

John is a true professional builder with an incredible history of building successful projects. Delivering projects on time and budget is a direct result of the detailed planning and analysis process. With experience from laborer and carpenter all the way to Operations Manager with one of the Nation’s largest general contractors, John has the technical know-how, hands-on experience, and communication skills to successfully plan and coordinate even the most complex projects and schedules. With 20 years of experience across multiple markets and regions, he has developed the ability to communicate with Owners and Engineers as well as talk with craftsman and subcontractors to find constructability solutions and best value options. John also has the local experience, specifically within Northern Nevada, to provide constructability support and Construction Management.

**REPRESENTATIVE PROJECT EXPERIENCE**

**Project Planning and Constructability Experience:**

- Operations Manager, Archer Western, Western US, 2015-2017
- Mining Services Manager, Granite Construction Company, Nevada, 2013-2015
- Estimator/Project Manager/Superintendent, KG Walters, Nevada and California, 2005-2013
- Estimator/Project Engineer, Granite Construction Company, Nevada and California, 1998-2005

**Managed Projects**

- ReTRAC Design-Build Project, Reno, NV
- Santa Rita Water Reclamation Facility, Durango, CO
- Lakeshore Boulevard, Incline Village, NV
- CalTRANS Hwy 70 Overlay, Quincy, CA
- Round Hill GID Straw #3, Stateline, NV
- 2016 Solids Dewatering Facility, Albuquerque, NM
- Jerritt Canyon Design-Build WTP, Elko, NV
- Barrick Gold Area 34 Heap Leach Pad, Cortez, NV
- PCWA Zone 3 Water Treatment Facility, Colfax, CA
- 2011 South Truckee Meadows WRF, Reno, NV
- Buckeye Booster Pump Station, Minden, NV
- STPUD ERB Replacement Project, South Lake Tahoe, CA
- STPUD Echo View Tank & Waterline, South Lake Tahoe, CA
- MGSD Cogen Installation, Minden, NV
- STPUD Arrowhead Well & Treatment Facility, South Lake Tahoe, CA
- STPUD Angora Tank & Waterline, South Lake Tahoe, CA
- MGSD Digester #3, Minden, NV
- Fernley WTP, Fernley, NV
- Moody Lane WWTF, Fallon, NV
- Rolling A WWTF Phase 3, Dayton, NV
- Hobo Hot Springs Ozone Project, Carson City, NV
- Ski Run Boulevard, South Lake Tahoe, CA
- NDOT Bin Wall #10, Cave Rock, NV
- NDOT Spring Mountain Overlay, Las Vegas, NV
- NDOT Truck Runaway Ramp, Laughlin, NV
- Henderson Executive Airport, Henderson, NV
- TMWA CCB & Booster Pump Station, Sparks, NV
- Job’s Peak WTP, Gardnerville, NV
- IVGID WTP, Incline Village, NV



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## PROJECT APPROACH

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PCSG's **Project Approach** is simple: get the work done at the contracted price based on the plans and specifications. PCSG believes that when the work is planned efficiently and prepared for properly, everything from the paper work to the installation is smooth and completed with minimal disruptions. The contractor, engineer, and owner are all provided with the best possible outcome as questions are asked early, answers are provided before significant impacts to cost and/or schedule, the work is efficient, and change orders are minimized or even eliminated. Our experience in building similar facilities will be utilized to create a team whose focus will be the successful completion of the work.

- COMMUNICATION – We will be prompt, direct, and honest
- PLANNING – We will involve all necessary stakeholders
- TEAM – We will develop and foster a team focused on project success
- What is PROJECT SUCCESS?
  - Contractor: Builds what is shown and specified for the contract price
  - Keller: Design is built per plans and specs
  - Carson City: Project is built for contract price with no impact to service
  - CM(PCSG): Ensure PROJECT SUCCESS

PCSG's **QA/QC Approach** is no different than the management of the project: Communication, planning, and ensuring we are all engaged members of the project team.

- Review Specifications and Plans
- Review Submittals for conformance
- Confirm deliveries match submittals
- Plan the work
  - Meetings with stakeholders
  - Critical event planning
  - Sufficient labor and equipment resources and all necessary materials and parts
  - Necessary spare parts and contingency
  - Schedule necessary technicians and inspectors
- Confirm work is completed according to plan

PCSG's **Experience** with treatment plant construction and ability to build a cohesive team will ensure accurate schedules are created and adhered to. Long lead items will be identified and PCSG will work with the engineer, contractor, and vendor to get well prepared submittals, ensure a thorough review, and timely manufacturing and delivery. PCSG also has the estimating experience to vet production-based pricing provided from the contractor to ensure fair value for requested work.

All of this is leading to one outcome, a completed project with minimal disruptions and minimal change orders. And PCSG is the very best at delivering this outcome



PCSG NV State Business License: NV20161605390 Exp: 10/31/2018  
 PCSG Carson City Business License: 18-00032842 Exp: 12/31/2018

PCSG does not hold a Certificate of Eligibility pursuant to NRS 338.173(2), at this time.

Litigation & Dispute History:

- Have liquidated damages been assessed against your firm?
  - No.
- Has there been a termination from a contract before completion?
  - No.
- Has your firm been declared to be in default on any contract (whether bonded or not bonded)?
  - No.
- Has any type of settlement been paid by your firm or to your firm in excess of \$25,000?
  - No.
- Has there been a judgment rendered for breach of contract, other than a breach for legitimate cause?
  - No.

**SCOPE OF SERVICES**

Scope of Services is based on construction duration of 540 calendar days to substantial completion and 600 calendar days to final completion. This represents a duration of 18 months (386 working days) of contract work and an additional 2 months (43 working days) of final completion and punch list work.

SCOPE OF WORK	Estimated Hours/Period	Total Estimated Hours	Total
Conduct Pre-Construction Mtg	8 Hour/Each	8	
Maintain project construction budget and schedule	10 Hour/Month	180	
Maintain accurate records and documentation and implement the use of the City's document control process	1 Hour/Working Day	429	
Perform and manage quality assurance/quality control during construction	1 Hour/Working Day	386	
Attend all progress meetings; prepare agendas for meetings and meeting minutes from meeting. Distribute meeting minutes to all parties in attendance.	20 Hour/Month	360	
Review and sign off on daily inspection reports	0.5 Hour/Working Day	214	



Document all relevant project communications and promptly distribute to the City and all applicable parties	Included in maintenance of accurate records		
Prepare a monthly narrative written report to the City, on the progress of work and significant changes in scope of work, cost or schedule. Narrative shall include the status of each project component cost and budget	5 Hours/Month	100	
The consultant shall monitor the status of work and advise the City's Project Engineer/Manager of any potential need for supplementing their contract. Failure to monitor work status and provide timely notification may result in discontinuing the consultant's services relative to the task order until a supplemental agreement can be affected.	10 Hours/Month	200	
Receive, process and review all RFIs and Submittals with the assistance of the Design Engineer. Process all pay applications	1 Hr/RFI (100~ RFI's assumed) 2 Hr/Submittal (120~ Submittals assumed)	340	
Manage adverse weather conditions and the potential costs/delays that might arise due to weather	Included in monitoring status of the work		
Prepare and Manage all outside reporting requirements	100 Hour Allowance	100	
Collect all O&M Manuals from Contractor or equipment suppliers	20 Hours	20	
Collect As-Built Drawings from GC, check for accuracy and provide to City	20 Hours	20	
Prepare all Project Completion Notices (Sub-Completion, Completion, Punch List)	12 Hours	12	
			Rate: \$110/Hr
<b>TOTAL</b>		2369 Hours	<b>\$260,590</b>

PCSG intends to provide all services within the scope listed above in house. PCSG will utilize existing off site office space, but will be available as needed. Price includes all labor, materials, overhead, office equipment and supplies, local travel, vehicle, insurance per contract, and associated licenses and fees. We appreciate your consideration and look forward to being your choice for CM services.