

Errata Sheet
Carson City Board of Supervisors
Thursday, March 20, 2014
Approximately 8:30 a.m.
Community Center-Sierra Room
851 East William Street
Carson City, Nevada

Item 19 B): Contract No. 1314-132A CMAR Pre-Construction Services for the Wastewater Reclamation Plant (WRP) Improvements with KG Walters/Q&D A Joint Venture. The contract provided shall be replaced with the revised contract.

CMAR requested and the District Attorney's office approved the following changes:

Art. 7.10: Termination

This clause does not state what happens for disputed claims.
Add "disputed claims are subject to the dispute resolution procedures"

Art. 8: Remedies

This clause limits attorney's fees for the prevailing party to \$125.00/hour which is not realistic. Suggest deleting the limitation language and make it "reasonable attorney's fees."

Art. 11: Indemnification

11.1 The clause is fine (it is basically mandated by statute). The reference to AB 483 should be removed.

11.2 This section references 11.4, but that is an incorrect reference. Should be 11.5 or 11.6.

Item 19 C): Board Action Form "**Fiscal Impact**" should be \$202,812.00 not \$322,812.00.

LATE MATERIAL
MEETING DATE 3/20/14
ITEM # 19B

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)
Contract No. 1314-132A**

**CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

THIS CONTRACT, made and entered into this 20th day of March, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and KG Walters/Q&D A Joint Venture hereinafter referred to as the "CMAR".

WITNESSETH:

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

WHEREAS, it is deemed that the services of CMAR for **CONTRACT No. 1314-132A CMAR Pre-Construction Agreement for Wastewater Reclamation Plant (WRP) Improvements** are both necessary and in the best interests of CITY; and

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

1 **REQUIRED APPROVAL:**

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

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from April 1, 2014, subject to Carson City Board of Supervisors' approval (anticipated to be March 20, 2014) to April 1, 2017, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

For P&C Use Only

CCBL expires _____

GL expires _____

AL expires _____

WC expires _____

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)
Contract No. 1314-132A
CMAR Pre-Construction Agreement for the Wastewater Reclamation Plant
(WRP) Improvements**

3 NOTICE:

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

3.2 Notice to **CMAR** shall be addressed to:

KG Walters/Q&D A Joint Venture
Walt Johnson, President
9945 North Virginia Street
Reno, Nevada 89506
775-677-7220
waltjohnson@kgwalters.com

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

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

4 SCOPE OF WORK:

4.1 **CMAR** shall provide and perform the following services and on behalf of **CITY** hereinafter referred to as the "**SERVICES**":

1. Participation in regularly scheduled design progress review meetings with the Design Engineer, various other consultants and the **CITY**. The **CMAR** shall provide ongoing input with respect to constructability, construction cost, construction duration, sequence of construction, and construction means and methods.
2. **CMAR** will help develop strategies for phasing the improvements with the available funding and the continuous operation of the facility.
3. Development of review comments, suggestions, and cost estimates at each of the stipulated phases of design.