City of Carson City Agenda Report

Date Submitted: August 5, 2013 Agenda Date Requested: August 15, 2013

Time Requested: Consent

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

Subject Title: For Possible Action: To approve Contract No. 1314-079 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with Carollo Engineers, Inc., to provide Engineering Services during Construction of the WWRP Digester Rehabilitation Project – Phase I through June 30, 2014 for a not to exceed amount of \$87,119.00 to be funded from the Wastewater Fund Account as provided for in FY 2013/2014. (Kim Belt)

Staff Summary: This contract provides for Engineering Services during construction of the WWRP Digester Rehabilitation Project – Phase I including: Design team engineering support, submittal review, change order assistance, substantial completion walk through inspection, preparation of final plans, attendance at pre-construction conference, and preparation of Operations and Maintenance manual.

Type of Action Requested: (check o	ne)
() Resolution (_X) Formal Action/Motion	() Ordinance () Other (Specify)
Does This Action Require A Busines	ss Impact Statement: () Yes (_X) No
NRS 332.115(1)(b) and NRS 625.530 Engineering Services during Construct – Phase I through June 30, 2014 for a	e to approve Contract No. 1314-079 Pursuant to with Carollo Engineers, Inc., to provide tion of the WWRP Digester Rehabilitation Project not to exceed amount of \$87,119.00 to be count as provided for in FY 2013/2014. (Kim Belt)

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

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

Fiscal Impact: \$87,119.00

Explanation of Impact: Amount of contract.

Funding Source: Wastewater Capital Projects/Services account 515-0000-434-70-50 as provided for in FY 2013/2014.

Alternatives: Not award contract and provide other direction.

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Supporting Ma	aterial: Contract No. 131	4-079 and E	xhibit A.		
Prepared By: I	Kim Belt, Purchasing and	Contracts N	/lanager		
Reviewed By:	(City Manager) (City Manager) (City Manager) (Finance Director)	Lite	Date: _ Date: _ Date: _ Date: _	8/4 8/6/ 8/6/	13
Board Action	Гаken:				
Motion:		1)			Aye/Nay
(Vote Re	corded By)				

Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I

THIS CONTRACT, made and entered into this 15th day of August, 2013, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Carollo Engineers, Inc. hereinafter referred to as the "CONSULTANT".

WITNESSETH:

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

WHEREAS, it is deemed that the services of CONSULTANT for CONTRACT No. 1314-079 Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I 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 August 15, 2013, subject to Carson City Board of Supervisors' approval (anticipated to be August 15, 2013) to June 30, 2014, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

For P&C Use C	nly
CCBL expires	
GL expires	
AL expires	
PL expires	
WC expires	

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3 NOTICE:

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

Lisa Freestone, Vice President Carollo Engineers, Inc. 376 East Warm Springs Road, Suite 250 Las Vegas, Nevada 89119 702-792-3711/FAX 702-772-4533 Ifreestone@carollo.com

3.1.2 Notice to CITY shall be addressed to:

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

4 SCOPE OF WORK:

- 4.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".
- 4.2 **CONSULTANT** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.
- 4.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.
- 4.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a

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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**.

- 4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.
- 4.6 Before commencing with the performance of any work under this Contract, CONSULTANT shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, CONSULTANT shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If CONSULTANT performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.
- 4.7 Special Terms and Conditions for Engineers, Architects, and Land Surveyors:
- 4.7.1 Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:
- 4.7.1.1 The drawing, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT**'S service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.
- 4.7.1.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.
- 4.7.1.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.
- 4.7.2 Cost Accounting and Audits:
- 4.7.2.1 If required by CITY, CONSULTANT agrees to make available to CITY within two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by CITY to enable it to arrive

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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.

4.8 CITY Responsibilities:

- 4.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the **SERVICES**.
- 4.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the **SERVICES**.
- 4.8.3 CITY shall examine all reports, correspondence, and other documents presented by CONSULTANT upon request of CITY, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of CONSULTANT.
- 4.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of **SERVICES** shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the **SERVICES** required under the terms of this Contract until all **SERVICES** have been completed and accepted by **CITY**.

5 **CONSIDERATION**:

- 5.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CiTY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule for a not to exceed maximum amount of Eighty Seven Thousand One Hundred Nineteen Dollars and No Cents (\$87,119.00).
- 5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **SERVICES**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **SERVICES**.
- 5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.
- 5.4 Payment by CITY for the SERVICES rendered by CONSULTANT shall be due within thirty (30) calendar days from the date CITY acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by CITY employee designated on the sample invoice, whichever is the latter date.

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5.5 **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.

7 **CONTRACT TERMINATION:**

7.1 Termination Without Cause:

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

7.2 **Termination for Nonappropriation:**

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

7.3 Cause Termination for Default or Breach:

- 7.3.1 A default or breach may be declared with or without termination.
- 7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

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- 7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- 7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or
- 7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct:

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

7.5 Winding Up Affairs Upon Termination:

- 7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- 7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination:

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- 7.5.1.2 **CONSULTANT** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;
- 7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;
- 7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**

8 REMEDIES:

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

9 **LIMITED LIABILITY**:

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

10 **FORCE MAJEURE**:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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11 **INDEMNIFICATION**:

- 11.1 As required by AB 483, and NRS 338.155, CONSULTANT shall defend, indemnify and hold harmless the CITY, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph. The CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, loss of anticipated profits, termination, or for any other reason whatsoever. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT'S subconsultants, that impact project completion and/or success.
- 11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:
- 11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.
- 11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.
- 11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 **INDEPENDENT CONTRACTOR:**

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to

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the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

- 12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.
- 12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for CITY whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.
- 12.4 **CONSULTANT** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.
- 12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13 **INSURANCE REQUIREMENTS:**

- 13.1 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.
- 13.2 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.
- 13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

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13.4 Insurance Coverage:

- 13.4.1 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:
- 13.4.1.1 Final acceptance by CITY of the completion of this Contract; or
- 13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.
- 13.4.2 Any insurance or self-insurance available to CITY shall be in excess of and non-contributing with any insurance required from CONSULTANT. CONSULTANT'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, CONSULTANT shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONSULTANT has knowledge of any such failure, CONSULTANT shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 **General Requirements:**

- 13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.
- 13.5.2 Additional Insured: By endorsement to the general liability insurance policy evidenced by CONSULTANT, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.
- 13.5.3 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 13.5.4 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 13.5.5 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or

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self-insured retention unless otherwise specifically agreed to by CITY. Such approval shall not relieve CONSULTANT from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by CITY.

- 13.5.6 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.
- 13.5.7 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:
- 13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.
- 13.5.8.2 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of CITY as an additional insured per Subsection 13.5.2.
- 13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- 13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and

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review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

- 14.1 Minimum Limits required:
- 14.1.1 Two Million Dollars (\$2,000,000.00) General Aggregate
- 14.1.2 Two Million Dollars (\$2,000,000.00) Products & Completed Operations Aggregate
- 14.1.3 One Million Dollars (\$1,000,000.00) Each Occurrence
- 14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 15.1 Minimum Limit required:
- 15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage
- 15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

16 PROFESSIONAL LIABILITY INSURANCE:

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

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17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 17.1 **CONSULTANT** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
- 17.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

18 **BUSINESS LICENSE**:

- 18.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 18.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

19 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

20 WAIVER OF BREACH:

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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21 **SEVERABILITY**:

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

22 **ASSIGNMENT/DELEGATION**:

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

23 <u>CITY OWNERSHIP OF PROPRIETARY INFORMATION:</u>

- 23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.
- 23.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.
- 23.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I

24 PUBLIC RECORDS:

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

25 **CONFIDENTIALITY**:

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

26 **FEDERAL FUNDING:**

- 26.1 In the event federal funds are used for payment of all or part of this Contract:
- 26.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 26.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 26.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I

27 **LOBBYING**:

- 27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- 27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;
- 27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- 27.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

28 **GENERAL WARRANTY**:

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

29 **PROPER AUTHORITY**:

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

30 **ALTERNATIVE DISPUTE RESOLUTION:**

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

Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I

select one person to serve as the mediator from the list of potential mediators presented by CITY. The person selected as mediator shall determine the rules governing the mediation.

31 **GOVERNING LAW; JURISDICTION:**

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

32 **ENTIRE CONTRACT AND MODIFICATION:**

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

Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I

33 ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137

Fax: 775-887-2107 KBelt@carson.org CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

Ву:	Kim Belt		By: les	y District Attorney
DATED	8/6/13	·	DATED	8/6/13

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director Carson City Public Works Department 3505 Butti Way

Carson City, NV 89701 Telephone: 775-887-2355

Fax: 775-887-2112 ABurnham@carson.org

Andy Burnham

DATED 8-6-13

Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I

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

CONSULTANT BY: Lisa Freestone TITLE: Vice President FIRM: Carollo Engineers, Inc. CC BUSINESS LICENSE #: 13- Addr.: 376 E. Warm Springs Rd., Ste 250 City: Las Vegas State: NV Zip: 89119 Telephone: 702-792-3711/FAX 702-792-4533 E-mail Address: lfreestone@carollo.com	BY: Eric Leveque, P.E. TITLE: Senior Vice President FIRM: Carollo Engineers, Inc. CC BUSINESS LICENSE #: 13- Addr.: 376 E. Warm Springs Rd., Ste 250 City: Las Vegas State: NV Zip: 89119 Telephone: 702-792-3711/FAX 702-792-4533 E-mail Address:eleveque@carollo.com
(Signature of CONSULTANT)	(Signature of CONSULTANT)
DATED	DATED
STATE OF)	
County of)	
Signed and sworn (or affirmed) before me on the	nis,
2013, by ar	nd
(Signature of Notary)	
(Notary Stamp)	

Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I

SAMPLE INVOICE

Invoice Date:	er:			
Carollo Engin	m Springs Road, Suite 25			
Carson City P Attn: Karen W 3505 Butti Wa Carson City N	hite y			
Line Item #	Description	Unit Cost	Units Completed	Total \$\$
			_	
		T	otal for this invoice	
= contract sun Less this invoi	previously billed n prior to this invoice	\$ 		

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Engineering Services during Construction of WWRP Digester Rehabilitation Project – Phase I

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 15, 2013 approved the acceptance of **CONTRACT No. 1314-079**. 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 15 th day of August, 2013.
ATTEST:	
ALAN GLOVER, CLERK-RECORDER DATED this 15 th day of August, 2013.	

SCOPE OF SERVICES

AGREEMENT FOR ENGINEERING SERVICES DURING CONSTRUCTION

WASTEWATER RECLAMATION PLANT

DIGESTER REHABILITATION PROJECT - PHASE I

CITY OF CARSON CITY, NEVADA

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SCOPE OF SERVICES

AGREEMENT FOR ENGINEERING SERVICES DURING CONSTRUCTION

WASTEWATER RECLAMATION PLANT

DIGESTER REHABILITATION PROJECT - PHASE I

CITY OF CARSON CITY, NEVADA

BACKGROUND

The Carson City (CITY) Wastewater Reclamation Plant (WRP) operates solids stabilization through anaerobic digestion since the early 1980's. The WRP currently operates two 50-foot diameter anaerobic digesters (Digester 1 and 2) and one 50-foot diameter sludge-holding tank (Digester 3). Digesters 1 and 2 were constructed in 1982. According to WRP Operations Staff, the digesters operated in series for approximately 10 years. During this time, Digester 1 fully operated for sludge stabilization, while Digester 2 was operated as a sludge-holding tank. Digester 3 was constructed in the mid-nineties as part of the Solids Dewatering Building project. All three digesters are constructed with a concrete structure including sidewall and dome. The domes were originally constructed five-inches thick at the center and about seven and one-half inches towards the outside perimeter.

Carollo Engineers, Inc. (CONSULTANT) completed a structural assessment of the Digester 1 and 2 concrete domes. The assessment included a non-destructive examination based on echo-sounding and surface penetrating radar. Half-cell potential tests were also used with minimum intervention on the structure. The assessment confirmed that dome cracking is more severe in Digester 1 with several gas leakage points identified. However, Digester 2 also presents cracks with moisture, which indicates potential leakage. In both digesters, the non-destructive examination indicated substantial thinning of the domes in certain areas. In these areas, the dome has potentially lost as much as 30 percent of its original thickness approaching the depth of the reinforcement mat. Based on these results, the CITY decided to replace the Dome in Digester 1.

Given construction sequencing requirements and minimum future process operation impacts, the flame arresting system will be upgraded.

The project is currently in the bidding phase. This agreement will provide for limited engineering services during construction and project commissioning.

PURPOSE

The purpose of this Exhibit A is to establish the Scope of Work, the Time of Performance, and the Budget Estimate for Engineering Services During Construction and Project Commissioning for the Digester Rehabilitation Project - Phase I.

SCOPE OF WORK

This Scope of Work identifies the tasks to complete Engineering Services During Construction and Project Commissioning for the Digester Rehabilitation Project - Phase I.

PART 3 – ENGINEERING SERVICES DURING CONSTRUCTION

The intent of the Engineering Services During Construction phase of this project is to provide overview of design intent, interpretation of the plans and specifications, and support of the CITY's construction management staff. This effort includes office engineering services only. All services will be provided at the direction of CITY staff, based on available budget.

Task 1 - Coordination

CONSULTANT will manage and coordinate Design Team engineering support during construction. This task includes management activities of invoicing, meeting planning and coordination. The CONSULTANT will coordinate and prepare for one (1) pre-construction, and two (2) technical assistance meetings, and two (2) construction inspection site visits as noted in Tasks 7, 8 & 9. The CITY will formally document all meeting notes for project records.

Task 2 - Submittal Review

The CITY will manage, review, approve (or reject as necessary) and document / log contractor technical submittals and/or shop drawings for compliance with the Contract Documents. The CONSULTANT will provide supplemental review for those submittals pertaining to the Digester Dome Structural Concrete, Lightning Protection, Stainless Steel Pipe, Level Measurements, Digester Cleaning and Digester Appurtenances, up to ten (10) submittals total. Review procedures will be as specified in the Contract Documents and as directed by the CITY. This review does not relieve the Contractor from specification requirements. Contractor is expected to provide complete submittals. The CONSULTANT will anticipate two (2) review cycles for all submittals. Additional reviews will be considered an extra scope item. The CONSULTANT will track the budget expended for submittal review beyond two submittals for reimbursement by CITY and Contractor. All submittals will be reviewed and returned within 15 calendar days, unless additional time is specifically requested. Some special submittals may require additional time. For budget purposes, review of the Digester Dome Structural Concrete, Lightning Protection,

August 2013

Stainless Steel Pipe, Level Measurements, Digester Cleaning and Digester Appurtenances submittals, up to ten (10) submittals total, is assumed to require 80 hours.

Task 3 – Contract Documents Interpretation and Clarification

The CITY will review, document, recommend specific action, and respond to all requests for information. For supplemental support, the CITY will request the CONSULTANT to review the technical content of drawings and specifications with respect to specific requests for clarification and/or deviation from them. For budget purposes, the CONSULTANT's review time is assumed to be 60 hours.

Task 4 - Change Order Assistance

The CONSULTANT will assist the CITY with preparation of drawings / sketches, specifications, and cost, and will review Change Order Proposals including:

- A. Evaluate impacts of Change Orders on design intent.
- B. Evaluate impacts of Change Orders on schedule and budget.
- C. Provide engineering services, including calculations and sketches as required to facilitate performance of recommended Change Orders.

Task 5 - Substantial and Final Completion

The CONSULTANTS's construction manager, lead design engineer and the CITY's Project Manager will attend a substantial completion walk through inspection, and will also assist the CITY in:

- A. Confirming the Contractor's claim of substantial completion has been met.
- B. Development of a punch list of items necessary to complete the project.

The CITY's Project Manager will attend a final completion walk through inspection, this scope does not include CONSULTANT's participation in the final completion walk or assistance to the CITY in verification of completion of the punch list items.

Task 6 - Record Documents

At the completion of the project, the CONSULTANT will prepare final plans (Record Documents) that incorporate field changes related to Digester penetrations, connections or piping changes. It is not anticipated there will be any major field changes to the Digester Dome due to the nature of the construction.

The changes will be made on the electronic project files. The electronic files will be modified to show the final format of the work, and will not reflect the mechanism for the changes (change order numbers and other project changes). The final plans will include one (1) set of composite 22" x 34" mylars suitable for making blueprints, one (1) half-size set of plans, and three (3) compact disks (or DVDs) that includes electronic files for the plans in AutoCAD 2007 (.dwg format) and PDF.

Task 7 - Technical Meetings

The CONSULTANT will attend technical meetings, as required, to discuss and assist in resolving issues and special technical concerns as they occur during construction. For budget purposes, two (2) meetings are assumed.

Task 8 ~ Construction Inspection Site Visits

The CONSULTANT will perform construction inspections site visits during construction as necessary or required by the Contract Documents. It is anticipated the CONSULTANT will attend one site visit following the Contractor's completion of the Digester cleaning to visually inspect the interior condition of the Digester. It is also anticipated the CONSULTANT will perform a visual inspection of the structural concrete construction for the Digester Dome. For budget purposes, two (2) meetings are assumed.

Task 9 - Pre-construction Conference

The CONSULTANT will attend a Preconstruction Conference. The purpose of the conference will be to review procedures for the processing of Contractor's Request For Information (RFIs), Change Order Requests (CORs), Change Order Proposals (COPs), overall Change Order policy, shop drawing submittals, monthly progress payments, field quality control procedures, protocol for resolution of field discrepancies, inspection reports, job site safety, and other specification requirements. The Consultant will review the notes prepared by the City and provide comments.

PART 4 - PROJECT COMMISSIONING

Task 1 - O&M Documentation

The CONSULTANT will prepare O&M documentation for the Digester Dome Improvements – Phase 1 which will consist of drawings, specifications, and cut sheets that were prepared during the Detailed Design phase and information gathered from the submittal process, including the manufacturer's O&M manual. This information will be provided in 3-ring binders. Four copies of the manual will be submitted to the CITY.

PART 5 - SUPPLEMENTAL SERVICES

Upon written approval of the CITY, the CONSULTANT will provide additional services that may be required during completion of the project, but not included under the Basic Services of this Agreement, and outside the budgetary limits of this Agreement. Prior to beginning work on any supplemental August 2013

services tasks, the CONSULTANT will review the scope of work, budget estimate and time of performance for each task with the CITY. Upon approval of the scope and budget by the CITY, the CITY will issue a notice to proceed with work.

Special services may include, but are not be limited to:

- a. Preparation of plans and specifications for additional project elements
- b. Preparation of additional addenda
- c. Bid protests
- d. Review of additional Shop Drawings and Requests for Information
- e. Change Order Assistance
- f. Additional field engineering services during construction
- g. Additional attendance at meetings and workshops
- h. Other unforeseen services, as required.

DELIVERABLES

- <u>Final Plans and Specifications (Record Documents):</u> One (1) set of composite 22" x 34" mylars suitable for making blueprints, one (1) half-size set of plans, and three (3) compact disks (or DVDs) that includes electronic files for the plans in AutoCAD (.dwg format) and PDF and the specifications in Microsoft Word and PDF format.
- <u>Project Meeting Minutes:</u> One (1) copy to each attendee.
- Project Cost Estimate: One (1) copy.

SERVICES NOT INCLUDED

- Any involvement with hazardous waste including detection, evaluation, management, and clean-up
- · Permits and permit fees

TIME OF PERFORMANCE

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

		Approximate Dates Following
	<u>ltem</u>	Authorization to Proceed
1.	Notice to Proceed	August 2013
2.	Pre-construction Meeting	August 2013
3.	Substantial Completion	January 2014
4.	Final Completion	February 2014

CONSULTANT and CITY mutually agree that they will work earnestly toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedules, it is understood that both the CITY and CONSULTANT will develop a revised schedule and budget limit, if required, to address scope changes, delays by the CITY or other problems. It is understood that the CONSULTANT must proceed with the work during the August 2013

review period in order to complete the work on schedule. Impacts from CITY comments which are received more than 14 days after the submittal or comments which require extensive rework may impact the schedule and budget and may be considered a change in scope.

Work related tasks that will be required through Engineering Services During Construction and Project Commissioning is tied to the Contractor's schedule and is anticipated to last approximately 160 days.

BUDGET ESTIMATE

A budget estimate has been prepared based on Payment Provisions defined in Attachment 1. The Labor Hour and Budget Estimate is presented in Attachment 2.

The budget for this Scope of Work assumes that all work will be completed by June 30, 2014. Should the project be delayed beyond this time for any reason, the CONSULTANT reserves the right to renegotiate the agreement to cover actual cost increases.

ATTACHMENT 1

PAYMENT PROVISIONS

ATTACHMENT 1

TO

EXHIBIT A

SCOPE OF SERVICES

AGREEMENT FOR ENGINEERING SERVICES DURING CONSTRUCTION

WASTEWATER RECLAMATION PLANT

DIGESTER REHABILITATION PROJECT - PHASE I

CITY OF CARSON CITY, NEVADA

PAYMENT

A budget of \$87,119 is hereby established for CONSULTANT's services under this Exhibit unless amended as a result of scope of services or schedule changes.

Compensation for services under this Exhibit shall be on a cost plus basis and shall include direct labor plus indirect costs, plus other direct costs, plus a professional fee. Costs to be paid are comprised of the following:

A. Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the actual rate for such employee's labor. Direct labor costs for partners will be based upon the actual rate of pay for those individuals. Labor rates shall be based on a normal 8-hour day, 40-hour week with overtime paid for authorized work. Technicians, drafters, and support personnel are paid at one and one-half times their regular rate for overtime. Professional personnel are paid at their regular rate for overtime. CONSULTANT may subcontract labor for technicians and drafters, if so required by CONSULTANT.

B. Indirect Costs

As a portion of the total compensation to be paid to CONSULTANT, CITY shall pay to CONSULTANT, for indirect costs (overhead), a sum equal to 195 percent of direct labor incurred by CONSULTANT for the preceding billing period.

C. Other Direct Costs

Other direct costs shall be billed at cost and shall include the following:

- 2. Living and traveling expenses of employees when away from home office on business connected with work.
- 3. Automobile expenses at \$0.55 per mile for project meetings.
- 4. Identifiable reproduction costs applicable to the work for printing and binding review plans and specifications.
- 5. Project equipment communication expenses at \$9.50 per direct labor hour.
- 6. Subconsultant costs, at actual cost.
- 7. Other direct expenses incurred by CONSULTANT in his prosecution of the work, and as authorized by the CITY.

D. Fixed Professional Fee

As a portion of the total compensation to be paid to the CONSULTANT, the CITY shall pay a professional fee for services rendered by CONSULTANT and covered by this Agreement. The professional fee shall be 12 percent of direct and indirect labor cost based on direct and indirect labor costs for that month.

E. Cost Ceiling

Costs are described above, comprised of labor, other direct costs, and subconsultant costs, payable up to a cost ceiling as specified herein.

Total Cost Ceiling \$87,119

The budget estimate in Attachment 2 is generally acknowledged to reflect the Scope of Work. Budgets for individual tasks are shown for estimating purposes only and are not limiting for each task. Labor hours and costs may be re-allocated within the tasks without renegotiations in such a manner so as not to exceed the total lump sum cost ceiling price.

F. Evaluation of Cost Ceiling and Maximum Agreement Ceiling

The CONSULTANT shall provide the CITY with a review of the Budget Amounts on a monthly basis.

The CONSULTANT may request the CITY for revision in the total lump sum cost ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Work. Such notification will be submitted to the CITY at the earliest possible date. The total lump sum cost ceiling will not be exceeded without approval of the CITY and amendment of the Agreement.

The total lump sum cost ceiling will not be changed except in the case of an amendment to the Agreement that alters the Scope of Work. CITY and CONSULTANT agree to negotiate an increase in total lump sum cost ceiling for any change in Scope of Work including a change in project schedule, required at any time during the term of this Agreement. CONSULTANT will not commence work on the altered Scope of Work until authorized by CITY.

ATTACHMENT 2

LABOR HOURS AND BUDGET ESTIMATE

INSERT "LABOR HOURS AND BUDGET ESTIMATE" HERE

CITY OF CARSON CITY, NEVADA WASTEWATER RECLAMATION PLANT AGREEMENT FOR ENGINEERING SERVICES DURING CONSTRUCTION DIGESTER REHABILITATION PROJECT - PHASE I CONTRACT NO. ______ BUDGET ESTIMATE SUMMARY

Project/Task Element		Budget E	stimate
Bid Period Services		\$	-
Services During Construction		\$	66,759
Project Commissioning		\$	10,359
Supplemental Services		\$	10,001
	TOTAL CONTRACT AMOUNT	\$	87.119