



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** October 6, 2016

**Staff Contact:** Laura Tadman and Darren Schulz

**Agenda Title:** For Possible Action: To award Contract No. 1617-062 Sewer System Master Plan Update to Atkins North America, Inc. for a total not to exceed amount of \$199,931 to be funded from the Sewer Fund as provided in fiscal year 16/17. (Laura Tadman; LTadman@carson.org and Darren Schulz; DSchulz@carson.org)

**Staff Summary:** This contract is to provide Professional Services for the Sewer System Master Plan Update which includes updating the current Geographic Information System (GIS) database for sanitary sewer assets, providing links to existing sanitary sewer condition assessments, updating the current hydraulic model, and progressing to an industry standard management system.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

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## **Proposed Motion**

I move to award Contract No. 1617-062 Sewer System Master Plan Update to Atkins North America, Inc. for a total not to exceed amount of \$199,931 to be funded from the Sewer Fund as provided in fiscal year 16/17.

## **Board's Strategic Goal**

Sustainable Infrastructure

## **Previous Action**

## **Background/Issues & Analysis**

Atkins North America, Inc. was selected from the engineering professional services on-call list established on April 15, 2016.

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

## **Applicable Statute, Code, Policy, Rule or Regulation**

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

## **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Sewer Maintenance Professional Services / 510-3202-434.03-09

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: If approved Account 510-3202-434.03-90 will be reduced by up to \$199,931, which has a current balance of \$200,000.

**Alternatives**

Not award contract and provide other direction.

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No.1617-062**

**Title: Carson City Sewer Master Plan Update**

THIS CONTRACT made and entered into this 6<sup>th</sup> day of October, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Atkins North America, Inc. hereinafter referred to as "CONSULTANT".

**WITNESSETH:**

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

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

**WHEREAS**, this Contract (does involve) (does not involve   X  ) 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. 1617-062** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

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

**1. REQUIRED APPROVAL:**

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

**2. SCOPE OF WORK (Incorporated Contract Documents):**

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

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

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

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

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2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

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

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

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

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

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2.8 CITY Responsibilities:

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

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

## 3. CONTRACT TERM:

3.1 This Contract shall be effective from October 17, 2016, subject to Carson City Board of Supervisors' approval to September 30, 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:

Brian Janes, Project Manager  
ATKINS North America, Inc.  
10509 Professional Circle, Suite 102  
Reno, NV 89521  
775-828-1622  
email: [brian.janes@atkinsglobal.com](mailto:brian.janes@atkinsglobal.com)

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

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

## 5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Ninety Nine Thousand Nine Hundred Thirty One Dollars and 00/100 (\$199,931.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

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

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

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

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

## 6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.



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## 7. CONTRACT TERMINATION:

### 7.1 Termination Without Cause:

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

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

### 7.2 Termination for Nonappropriation:

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

### 7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

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7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

## 7.4 Time to Correct (Declared Default or Breach):

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

## 7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

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

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

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

## 7.6 Notice of Termination:

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

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

## 8. REMEDIES:

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

## 9. LIMITED LIABILITY:

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

## 10. FORCE MAJEURE:

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

## 11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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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 subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## 13. **INSURANCE REQUIREMENTS (GENERAL):**

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

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

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

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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 liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

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

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

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the 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 **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

## 13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

13.20.1 *Minimum Limits required:*

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

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

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

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

## 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required:*

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

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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**13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

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

13.22.4 Discovery period: Three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

**13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

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

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

**14. BUSINESS LICENSE:**

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

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

**15. COMPLIANCE WITH LEGAL OBLIGATIONS:**

**CONSULTANT** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

**16. WAIVER OF BREACH:**

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

**17. SEVERABILITY:**

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

**18. ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

## 20. PUBLIC RECORDS:

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

## 21. CONFIDENTIALITY:

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

## 22. FEDERAL FUNDING:

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

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not



## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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### Title: Carson City Sewer Master Plan Update

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

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

#### 23. **LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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

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

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

#### 24. **GENERAL WARRANTY:**

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

#### 25. **PROPER AUTHORITY:**

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

#### 26. **ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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**27. GOVERNING LAW / JURISDICTION:**

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

**28. ENTIRE CONTRACT AND MODIFICATION:**

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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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**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:** Darren Schulz, Director of Public Works  
3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355  
Fax: 775-887-2112  
[dschulz@carson.org](mailto:dschulz@carson.org)

Funding Source: 510-3202-434.03-09

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

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Darren Anderson, Project Manager  
Telephone: 775-283-7584

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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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:** Brian Janes

**TITLE:** Project Manager

**FIRM:** ATKINS North America, Inc.

**CARSON CITY BUSINESS LICENSE #:** 16-00014317

**Address:** 10509 Professional Circle, Suite 102

**City:** Reno **State:** NV **Zip Code:** 89521

**Telephone:** 775-828-1622

**E-mail Address:** brian.janes@atkinsglobal.com

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 6, 2016 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1617-062**. 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 6<sup>th</sup> day of October 2016.

**ATTEST:**

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

DATED this 6<sup>th</sup> day of October, 2016.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_

Invoice Date: \_\_\_\_\_

Invoice Period: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Invoice shall be submitted to:

Carson City Public Works

Attn: Karen White

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
<b>Total for this invoice</b>				

Original Contract Sum \$ \_\_\_\_\_

Less amount previously billed \$ \_\_\_\_\_

= contract sum prior to this invoice \$ \_\_\_\_\_

Less this invoice \$ \_\_\_\_\_

=Dollars remaining on Contract \$ \_\_\_\_\_

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES**

## Attachment A

### SCOPE OF SERVICES

#### Carson City Sewer System Master Plan Update

##### PURPOSE AND PROJECT UNDERSTANDING

Carson City (the City) is requesting Atkins develop a scope that will help the City update their current GIS database, begin linking existing sanitary sewer condition assessments, update their current hydraulic sewer model, and progress to an industry standard management system. An asset management plan will be defined to gain an understanding of system assets and their performance, project investment needs, and make informed investment decisions, promoting strategic planning decisions.

The City has recently taken over GIS management duties from Douglas County and is in the beginning stages of developing a sustainable master planning and asset management process that will allow City staff to systematically and proactively operate and manage its wastewater collection infrastructure and develop best management practices (BMPs) to ensure an appropriate level of service is provided at the lowest life-cycle cost. At the outset of the project a gap analysis will be needed to identify the plan needed to guide the City's efforts that will ultimately result in an efficient management of the City's sewer system assets. The ultimate goal will be to provide a path for the City to meet an industry standard master plan and asset management program.

It is our understanding that the City wishes to complete data collection (i.e. field investigations, infrastructure survey, etc.) and sanitary sewer video linking with City staff and that the City will be using ArcMap Version 10.2.2 at a minimum for their database. The gap analysis will define the procedures/workflows necessary for successful linking and standardization as well as develop Key Performance Indicators (KPIs) that will help the City determine if they are meeting the goals set in the gap analysis.

Developing an asset management plan will ultimately allow the City to:

- Strategically and systematically prioritize inspection, maintenance, and repairs.
- Reduce the occurrences of emergency repairs.
- Extend asset service life.
- Minimize cost of operating, maintaining, and renewing assets.
- Direct budgeted resources toward sustaining the performance of assets.
- Facilitate development of funding plans.

**Attachment B** summarizes the proposed project fee and **Attachment C** summarizes the Fee Schedule. The specific tasks to be performed under this scope are described as follows. Additional tasks can be performed on a time and materials basis and negotiated with the City upon request from the City's Project Manager (PM).

##### **TASK 1. PROJECT MANAGEMENT**

Project management will include project budgeting, invoicing, coordination, meeting preparation, development and distribution of meeting agendas/minutes as necessary, and coordination with sub-consultants. Atkins will coordinate and participate in monthly meetings or conference calls

with the City as requested for the anticipated 8 month duration of the project. A progress report will be prepared and submitted monthly with project billing. One to two meetings will be necessary with the City's operations and maintenance staff to ensure that current problem areas and maintenance issues are understood. This scope assumes that one presentation to the City's Board of Supervisors may be necessary.

Key personnel for the project are listed below. Replacements will not be made on the project without written approval from the City's PM. Additional staff are anticipated to work at the direction and under the supervision of the key personnel as required.

#### KEY PERSONNEL

Personnel	Position
Brian Janes	Project Manager
Dan Stucky	Assistant Project Manager
Dan Stucky	Senior Hydraulic Modeler
Marc Cavallaro	GIS Database and System Lead
Catherine Harrison	Asset Management and Assessment Lead
Mary Carr	Sr. Technical Expert for Assessment and Asset Management

Based on a Notice to Proceed of approximately November 1<sup>st</sup>, the following generalized schedule is anticipated. Upon Notice to proceed, Atkins will develop a more detailed schedule for the City's review and approval. Based on coordination with the City and normal project variations it is understood that the schedule may shift; however all schedule shifts will be discussed with the City and agreed upon prior to implementation. The current schedule and budget will be coordinated with the City at a minimum during the monthly progress reports.

#### PRELIMINARY SCHEDULE

Task	Approximate Start Date	Projected Completion Date
1 – Project Management	November 2016	May 2017
2 – Data Review	November 2016	November 2016
3 – Gap Analysis	November 2016	December 2016
4 – GIS Needs Assessment	November 2016	April 2017
5 – Trunkline Hydraulic Model	November 2016	March 2017
6 – Asset Management	January 2017	March 2017
7 – CIP Development	March 2017	April 2017
8 – Final Report	April 2017	May 2017

*Deliverables: monthly meetings/calls, monthly progress reports, one presentation to Board of Supervisor's*



**TASK 2. DATA REVIEW**

The following data is anticipated to be needed for the project and will be supplied by the City:

- Current GIS data (sewer links and nodes, parcel and land use/zoning data, lift station data, etc.)
- Current City sewer model (in SewerGEMS)
- Sewer as-built plans
- City design criteria for sewer systems
- Sewer condition assessment videos
- Current City budget data for sewer system CIP
- Water use data
- Population data
- Previous flow monitoring data
- Current CIP list(s)

This scope assumes that up to 16 hours of field work will be completed by Atkins to support developing work flows and processes. Survey and significant field work for data collection is not included with this scope of work and is assumed to be completed by City staff as they have availability. This scope also assumes that deliverables can be completed without significant survey or field work.

**TASK 3. GAP ANALYSIS**

The gap analysis will provide a brief summary of where the state of the City's GIS database and asset management program and compare that to the industry standard. The analysis will summarize the City's current procedures and summarize procedures necessary to advance to the industry standard and provide recommendations for master planning frequency. If the industry standard cannot be achieved immediately, intermediate steps and procedures will be recommended. The City understands that this is a long term investment that will require ongoing effort to achieve. The gap analysis will provide that direction for the future.

*Deliverable: Gap analysis (2 copies each)*

**TASK 4. GIS NEEDS ASSESSMENT**

Identifying Carson City's needs is a key step in the development of an enterprise GIS to support planning, operations, and maintenance of the City's waste water infrastructure. Carson City currently uses a Geographic Information System (GIS) to manage their wastewater utility infrastructure inventory. This system contains location information along with basic descriptive attributes for assets such as manholes, cleanouts, lift stations, valves, and pipes. The City has requested a comprehensive review of the current use and benefits of the GIS, and an evaluation the system's capacity for additional applications and integration areas to boost the return on investment through improved planning, maintenance, and operations functions.

The GIS assessment will include the following tasks, detailed further below:

- Perform GIS Maturity Assessment
- Review planning, operations, and maintenance spatial information needs
- Evaluate current enterprise systems for integration points
- Create a listing of potential GIS applications to be developed
- Develop a GIS business plan document to guide program activities

**TASK 4.1 GIS MATURITY ASSESSMENT**

Consultant will review existing GIS implementation with focus on current database design, functionality, utilization, and perceived return on investment. This will involve onsite interviews with GIS staff and utility department stakeholders.

*Deliverable: GIS Maturity Report*

**TASK 4.2 NEEDS ANALYSIS**

The Needs Analysis identifies the current and anticipated future needs of geospatial applications for the Utilities Department. This analysis becomes the foundation for the GIS Business Plan. Atkins ensures that the targeted needs to be addressed by the GIS are clear and concise enough to develop scopes for application development, or database enhancements. This task would include on-site interviews with identified department stakeholders consisting of either current or potential users of the GIS.

*Deliverables:*

1. *On site interviews*
2. *Needs Assessment Summary Document*

**TASK 4.3 INTEGRATION EVALUATION**

In a parallel effort during task 4.2 above, a review and evaluation of existing enterprise systems used by the City will be performed, with the intent of identifying potential integration points for the GIS system. Using the spatial analysis and display capabilities of GIS allows organizations to take full advantage of the system, and significantly improve decision making related to operations, maintenance, and capital improvement investments. The Atkins team will perform a high level analysis of their existing information sharing, collaboration, and approval processes to identify integration opportunities.

*Deliverables:*

1. *Inventory of existing business systems with integration potential*
2. *High level integration requirements and recommendations*

**TASK 4.4 APPLICATION DEVELOPMENT RECOMMENDATIONS**

This analysis will identify the applications and database enhancements that will increase the return on investment by making the GIS more useful to a wider number of stakeholders within the Utilities Department. Building on the needs analysis, and the potential integration points identified in the previous tasks, this analysis will provide recommended strategies for application development, and include level of effort estimates for application development.

*Deliverables:*

1. *Listing and description of potential applications*
2. *Budgetary estimates and projected ROI*

**TASK 4.5 GIS BUSINESS PLAN**

Following completion of the tasks above, Atkins will prepare a GIS Business Plan for the City that combines the prior deliverables into a succinct document. The purpose of this document is to guide the evolution of GIS over the next few years, with the goal of enhancing returns on investment, and increasing the use and functionality of the system. This plan will include

budget considerations, technical architecture, user capabilities, and established IT governance models.

Client Responsibilities: Carson project manager will be responsible for facilitating on-site meetings and ensuring timely review of deliverables.

Assumptions: The needs assessment shall focus on requirements to support the City's wastewater program. Should the City desire to expand the scope of the needs assessment to support other programs/departments, scope, schedule, and budget for this task will require modification to provide the capacity necessary.

*Deliverable: GIS Business Plan*

#### **TASK 4.6 DATA COLLECTION AND INTEGRATION**

A brief memorandum will be written describing what comparable entities are typically doing to collect and integrate data into their GIS database. This memorandum will be up to 5 pages long and will provide general/conceptual descriptions of data collection and integration methods that similarly sized entities are using.

*Deliverable: Data Collection and Integration Memorandum*

### **TASK 5. TRUNKLINE HYDRAULIC MODEL**

#### **TASK 5.1. PROJECT HYDROLOGIC AND HYDRAULIC ANALYSIS**

SewerGEMS will be used to analyze the existing capacity of the sanitary sewer system and predict future flows for the future development analysis. The model will be populated with attributes from City's GIS database. Existing sanitary sewer pipes, manholes, and pump stations will be linked to the model using the GIS database. The model limits and content (pipes, manholes, lift stations, etc.) will cover the City's trunkline system, consistent with their current master plan model.

The model will be loaded using unit generation factors and diurnal curves. Land use categories will be used from the previous master plan model. Unit generation factors will be based on industry standard values and available flow monitoring data. Diurnal curves will be developed from existing flow monitoring data and refined with flow monitoring data collected under Task 5.2. Modeling of lift stations will be consistent with the current master plan model. Data will be provided from the City or referenced from the current master plan model. Dry weather sanitary sewer flows will then be loaded into the model at manhole locations and routed through the system to evaluate system capacity. A wet weather model will not be developed; however if data can be collected during the monitoring period, a qualitative discussion of the storm event and system response will be included in the final report.

The existing condition capacity analysis will be performed using the sanitary sewer flow modeling and the City's evaluation criteria. Criteria violations will be identified and used to guide CIP Development. It is our understanding that the City's wastewater system generally collects flow within Carson City and only conveys flow from small sections of Douglas County, Walmart's Topsy Lift Station. Flow monitoring data will be used to calibrate the existing condition analysis.

The build out condition capacity analysis will require input from City staff on anticipated future development that will be included in the model. Prior to beginning the build out condition model, a meeting will be held with City to define the build out condition.

*Deliverables:*

1. *Existing condition model and capacity analysis (dry weather flow only)*
2. *Build out condition model and capacity analysis (dry weather flow only)*

**TASK 5.2. TEMPORARY FLOW MONITORING**

Flow monitoring will be required to ensure the model created in Task 5.1 is appropriately calibrated to current conditions. Upon the City's approval, Atkins will sub-contract with ADS Environmental Services (ADS) to provide temporary flow metering services for a maximum of 5 locations for a period of 2 weeks. If ADS cannot be sub-contracted, another sub-consultant will be selected with the City's approval. The locations will be coordinated and approved by City staff prior to execution. Generally, the sites will be situated to define flow rates within the major branches of the trunkline. It is anticipated that this will be one of the first tasks completed for the project. This will increase the efficiency of the model development and calibration effort.

*Deliverables:*

1. *ADS Flow Monitoring Report (Data Delivery and Final Report)*

**TASK 5.3. MODEL CALIBRATION**

Calibration will include refining unit generation factors based on flow monitoring data and adjusting diurnal curves to closely match observed flows. It is understood that there is a risk that flow monitoring data may yield suspect results. Locations will be evaluated prior to monitoring to minimize this risk; however if this occurs, engineering judgement will be used to qualify how that data is used in the calibration process.

*Deliverables:*

1. *Task 5.1 models revised for calibration*

**TASK 6. ASSET MANAGEMENT**

An understanding of the City's wastewater collection system assets provides the foundation for developing a comprehensive asset management plan and BMPs. Knowledge of the history, system deficiencies, and O&M concerns are key to appropriately assessing and establishing the general condition of the wastewater collection system as it will facilitate identifying methods to:

- Protect the City's infrastructure investment.
- Avoid the consequences of premature failures.
- Improve system reliability.
- Reduce high levels of inflow and infiltration.
- Reduce the potential for sewer overflow.

The framework for developing the City's asset management plan will include establishing and incorporating BMPs to address the following key components:

- Inventory of existing system assets
- Existing condition of system assets
- Assets critical to sustain the required level of service
- Establishment of asset life cycle (based on age, material, and maintenance records)

It is our understanding that the City currently does not have a regular schedule for inspecting pipelines and accomplishes on an as needed basis and that none of the pipelines have been coded per NASCO. Additionally, current pipeline condition codes correspond to a numeric system entered in POSUM. The City desires Atkins to develop workflows for linking sewer videos to the GIS database, provide a workflow for determining how often a pipeline has been inspected, recommend inspection frequency, identify inspection methodology, and discuss relationship to industry standard.

#### **TASK 6.1. CONDITION ASSESSMENT SUMMARY**

Atkins is proposing the following approach to help guide the City toward its goals of progressive wastewater management, service reliability, and predictive maintenance and replacement programs. In general, our approach begins by selecting a true cross section of the system including pipelines that are new and old, comprising different materials, and with varying maintenance histories. This will create a true representative sample to determine the condition of the system that can be used to formulate remaining life-cycle projections for the entire system. As City staff continues to CCTV the system, inspection information can be used to further refine the results and enhance the information contained in database. Where repair history can be obtained, the data can also be used to update and refine the projections.

To account for the potential consequences of failure of critical assets, an evaluation of the potential impact—not just to the public service but also to public health, businesses, and the local environment will be conducted. Maps illustrating the location of the facilities will be used to identify the critical assets and highly sensitive areas that may potentially be impacted. These maps will be used to prioritize necessary repairs and rehabilitation.

The Atkins team will perform a thorough review of the available data provided by the City and, as necessary, conduct research for additional information. To obtain a general understanding of the structural condition of the system, Atkins will complete a condition assessment be performed for up to 20 percent of the existing trunk pipe system. The pipelines selected for inspection will be representative of the overall system in pipe size, material, and age. Condition assessment criteria and rating system will be reviewed and agreed upon with the City prior to assessment.

The condition assessment summary will also provide the City with guidance on lift station inspection and discuss the general steps necessary to incorporate Supervisory Control and Data Acquisition (SCADA) systems for their lift stations. SCADA systems are planned to be used in the future to monitor and control a variety of functions, systems and processes. Incorporation of SCADA systems is not included within this scope of work.

A SCADA system includes hardware devices that collect and transfer data and a central database with software that stores, analyzes and reports the data.

**TASK 7. CAPITAL IMPROVEMENT PROJECT (CIP) DEVELOPMENT**

Atkins will work with the City to define CIP criteria and prioritized CIPs based on existing system capacity deficiencies, condition assessment data, operation and maintenance input, and future growth. Two (2) CIP matrixes will be developed to identify priority CIPs in a 5-year plan (consistent with the existing condition hydraulic model) and also a longer range 20-year plan (consistent with the build out condition hydraulic model). Additionally, CIPs that are dependent on development or other factors will be identified with conditions to facilitate future planning decisions.

Probable cost estimates will be developed for each CIP based on current (2017) construction estimates. CIPs will be prioritized based on the severity of the problem they address and the relative importance of the system. Projected City budgets will also be considered when developing and prioritizing CIPs. CIPs will be planned at a conceptual level (size, type and location) and will not identify utility conflicts and other detailed design information. General conclusions will be formulated to determine whether the identified CIP plans appear to outpace City budgets or whether City budget estimates appear to support the CIP plans. It is anticipated that the City will provide future budget information based on their currently completed sanitary sewer rate study.

*Deliverables:*

1. *5-year (priority) CIP plan matrix*
2. *20-year (long range) CIP plan matrix*

**TASK 8. FINAL REPORT**

Tasks 1 through 7 will be summarized in a final technical report for the City's review and comment. The criteria used, analysis methodology, City goals, data collected, existing and future capacities, CIPs needed, etc. will be summarized as a complete and comprehensive document. Operations and Maintenance Program procedures will be identified to define GIS layer structure, GIS collection/update procedures, inspection procedures, summarize the projected repair and rehabilitation expenditures, and define KPIs used to measure progress towards program goals. Prioritization will be identified for each CIP as well as what triggers the need for that CIP. User friendly figure and tables will be developed to highlight existing and future capacity problem areas and identify phased/prioritized CIP plans. The draft gap analysis developed under Task 3 will be reviewed and updated and included in the final report. Hard copies will be provided to the City with a data CD that will include a PDF version of the report and all pertinent electronic files and models.

*Deliverables:*

1. *Draft technical report (2 hard copies)*
2. *Electronic versions of models and PDF version of report and figures*
3. *Final technical report (2 hard copies, 1 PDF copy)*

# ATKINS

## Atkins North America

### Cost Proposal - By Task

Carson City SSMP Update

Carson City

(Contract #)

Submittal Date: Sep-20-2016

Task ID	Description	Price
100	Project Management	16,580.00
200	Data Review	5,024.00
300	Gap Analysis	18,376.00
400	GIS Needs Assessment	38,732.00
500	Trunkline Hydraulic Model	57,056.00
600	Asset Management	29,005.00
700	Capital Improvement Project (CIP) Development	16,014.00
800	Final Report	19,144.00
	<b>Total Extended Price</b>	<b>\$199,931.00</b>

## ATTACHMENT C

## CARSON CITY SEWER SYSTEM MASTER PLAN UPDATE

## ATKINS FEE SCHEDULE

**OFFICE PERSONNEL**

Project Manager/Sr. Engineer IV	175.00/hr.
Sr. Engineer III	157.00/hr.
Sr. Engineer II	152.00/hr.
Sr. Engineer I	120.00/hr.
Engineer III	105.00/hr.
Engineer II	100.00/hr.
Engineer I	83.00/hr.
Technical Manager	152.00/hr.
Sr. GIS Analyst III	146.00/hr.
Sr. GIS Analyst II	110.00/hr.
GIS Analyst I	92.00/hr.

**EQUIPMENT**

Mileage	\$0.575/mi.
Photocopies (8-1/2" x 11" B&W)	0.04/page
Photocopies (8-1/2" x 11" Color)	0.21/page
Photocopies (11" x 17" B&W)	0.08/page
Photocopies (11" x 17" Color)	0.32/page
22"x34" B&W Prints	3.00/sheet
Mylar	10.00/sheet

**NOTES:**

- (1) Hourly rates for positions not listed will be negotiated on an as needed basis.  
(2) Hourly rates are applicable for 2016/2017.