

Item # 17A

**City of Carson City  
Agenda Report**

**Date Submitted:** September 7, 2010

**Agenda Date Requested:** September 16, 2010

**Time Requested:** 5 Minutes

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

**Subject Title:** Action to determine that Contract No. 1011-103 is a contract 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 services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530; and to approve Contract No. 1011-103 with HDR Engineering, Inc. to provide Construction Management Services for Carson City Water Bond Projects through September 1, 2012, for a not to exceed cost of \$1,424,450.00 to be funded from Various Water Capital Fund Accounts as provided in FY 2010/2011 and FY 2011/2012. (Sandy Scott-Fisher)

**Staff Summary:** Consultant will provide Construction Management Services for Carson City Water Bond Projects which have an estimated total project cost of \$32 Million. Additionally Consultant is to provide Program Management, Construction Management, and Materials Testing for the construction of the approved Water Bond Projects for Prison Hill Water Tank, North South Transmission Phase II, East-West Transmission Phase I & II, Transmission Main Pumping/Surge Stations and the Omsby Reservoir Project.

**Type of Action Requested:** (check one)

Resolution       Ordinance  
 Formal Action/Motion       Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to determine that Contract No. 1011-103 is a contract 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 services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530; and to approve Contract No. 1011-103 with HDR Engineering, Inc. to provide Construction Management Services for Carson City Water Bond Projects through September 1, 2012, for a not to exceed cost of \$1,424,450.00 to be funded from Various Water Capital Fund Accounts as provided in FY 2010/2011 and FY 2011/2012. (Sandy Scott-Fisher)

**Explanation for Recommended Board Action:** Pursuant to **NRS 625.530**, staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

**NRS 625.530 Restrictions upon public works.** Except as otherwise provided in NRS 338.1711 to 338.1727, inclusive, and 408.3875 to 408.3887, inclusive:

1. The State of Nevada or any of its political subdivisions, including a county, city or town, shall not engage in any public work requiring the practice of professional engineering or land surveying, unless the maps, plans, specifications, reports and estimates have been prepared by, and the work executed under the supervision of, a professional engineer, professional land surveyor or registered architect.

2. The provisions of this section do not:

(a) Apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$35,000.

(b) Include any maintenance work undertaken by the State of Nevada or its political subdivisions.

(c) Authorize a professional engineer, registered architect or professional land surveyor to practice in violation of any of the provisions of chapter 623 of NRS or this chapter.

(d) Require the services of an architect registered pursuant to the provisions of chapter 623 of NRS for the erection of buildings or structures manufactured in an industrial plant, if those buildings or structures meet the requirements of local building codes of the jurisdiction in which they are being erected.

3. The selection of a professional engineer, professional land surveyor or registered architect to perform services pursuant to subsection 1 must be made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of services to be performed and not on the basis of competitive fees. If, after selection of the engineer, land surveyor or architect, an agreement upon a fair and reasonable fee cannot be reached with him, the public agency may terminate negotiations and select another engineer, land surveyor or architect.

[12a:198:1919; added 1947, 797; A 1949, 639; 1943 NCL § 2875.06a]—(NRS A 1967, 953; 1971, 774; 1973, 1700; 1975, 208; 1977, 320; 1983, 807; 1989, 788; 1997, 1055; 1999, 3489; 2001, 2022; 2003, 119)

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 625.530

**Fiscal Impact:** \$1,424,450.00

**Explanation of Impact:** Amount of Contract.

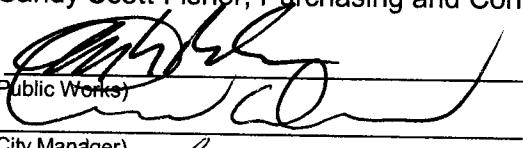
**Funding Source:** Water Capital Funds – 520-3505-435-78-07, 520-3505-435-78-09, 520-3505-435-78-10, 520-3505-435-78-11 and 520-3505-435-78-61

**Alternatives:** Not approve contract and provide other direction pursuant to Board Action.

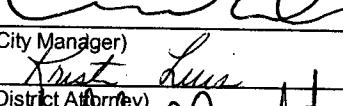
**Supporting Material:** Contract No. 1011-103, Exhibit A, Exhibit B, and Exhibit C

**Prepared By:** Sandy Scott-Fisher, Purchasing and Contracts Coordinator

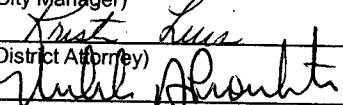
**Reviewed By:**

  
(Public Works)

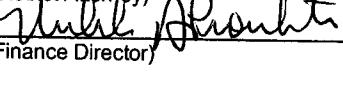
Date: 9/7/10

  
(City Manager)

Date: 9/7/10

  
(District Attorney)

Date: 9/7/10

  
(Finance Director)

Date: 9/7/10

**Board Action Taken:**

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

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

Aye/Nay

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

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

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
PROJECTS (Architects, Engineers, and Land Surveyors)**  
**Contract No. 1011-103**

**Construction Management Services for Carson City Water Bond Projects**

**THIS CONTRACT**, made and entered into this 16<sup>th</sup> day of September, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and HDR Engineering, Inc., hereinafter referred to as the "CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Coordinator 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. 1011-103 Construction Management Services for Carson City Water Bond Projects** 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 September 16, 2010 subject to Carson City Board of Supervisors' approval (anticipated to be September 16, 2010) to September 1, 2012, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

**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.

# PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION

## PROJECTS (Architects, Engineers, and Land Surveyors)

Contract No. 1011-103

### Construction Management Services for Carson City Water Bond Projects

For P&C Use Only

CCBL expires \_\_\_\_\_

GL expires \_\_\_\_\_

AL expires \_\_\_\_\_

PL expires \_\_\_\_\_

WC expires \_\_\_\_\_

#### 3.1.1 Notice to **CONSULTANT** shall be addressed to:

Ruedy Edgington, Vice President  
HDR Engineering, Inc.  
9805 Double R Boulevard, Suite 101  
Reno, NV 89521  
775-337-4700/FAX 775-337-4774  
[Ruedy.Edgington@hdrinc.com](mailto:Ruedy.Edgington@hdrinc.com)

#### 3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts  
Sandy Scott-Fisher, Purchasing and Contracts Coordinator  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137/ FAX 775-887-2107  
[SScott@carson.org](mailto:SScott@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 in the State

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of Nevada by a person who is in the business of providing such services in similar circumstances and shall meet all the requirements as set forth in the incorporated attachments. **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 applicable 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,

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PROJECTS (Architects, Engineers, and Land Surveyors)**  
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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 services 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 One Million, Four Hundred Twenty-Four Thousand, Four Hundred Fifty Dollars and No Cents (\$1,424,450.00).
- 5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, 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 **WORK**.
- 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

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received by **CITY** employee designated on the sample invoice, whichever is the latter date.

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, 2009 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:

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

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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;

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**;

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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.

**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

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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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.

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 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.

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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.

**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

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**Contract No. 1011-103**  
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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 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 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 certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

## **PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS (Architects, Engineers, and Land Surveyors)**

**Contract No. 1011-103**

### **Construction Management Services for Carson City Water Bond Projects**

**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 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 and Completed Operations Aggregate**

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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.

**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.

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**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.

**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

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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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 CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

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**.

**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

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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).

**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.

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**28 PROPER AUTHORITY:**

28.1 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**.

**29 DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM AND  
CENTRAL CONTRACT REGISTRATION:**

29.1 **CONSULTANT** is required to have a Dun and Bradstreet Data Universal Number System (D-U-N-S) number and is to be registered through the Central Contractor Registration (CCR). A D-U-N-S number can be requested at <http://fedgov.dnb.com/webform> and created in one business day. A D-U-N-S number and Tax Identification Number are required before a contractor can register through CCR. Registration with CCR can be done at <http://ccr.gov>.

**30 ALL IRON, STEEL AND MANUFACTURED GOODS USED IN CONSTRUCTION:**

30.1 All iron, steel and manufactured goods used in construction, alteration, repair or maintenance of the public work under this contract must be produced in the United States in accordance with the American Reinvestment and Recovery Act of 2009. The Contractor shall provide evidence to Carson City that all construction materials comply with this requirement. Exception may only be granted with prior written permission from the U.S. Department of Environmental Protection under the condition that: (1) the requirement is inconsistent with public interest; (2) those goods are not readily available or produced in sufficient quantity in the U.S.

**31 DAVIS-BACON ACT WAGE:**

31.1 Pursuant to section 1606 of the American Reinvestment and Recovery Act of 2009, the Davis-Bacon Act Water rules apply to this project.

**32 ALTERNATIVE DISPUTE RESOLUTION:**

32.1 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

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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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.

**33     GOVERNING LAW; JURISDICTION:**

33.1 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.

**34     ENTIRE CONTRACT AND MODIFICATION:**

34.1 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.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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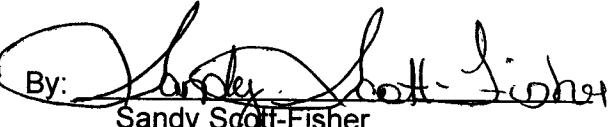
**35 ACKNOWLEDGMENT AND EXECUTION:**

35.1 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: Sandy Scott-Fisher, Purchasing &  
Purchasing and Contracts Coordinator  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
[SScott@carson.org](mailto:SScott@carson.org)

By: 

Sandy Scott-Fisher

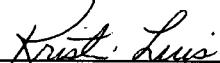
DATED

9/7/10

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

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

By: 

Kristi Lewis  
Deputy District Attorney

DATED

9/7/10

**CITY'S ORIGINATING DEPARTMENT**

BY: Andy 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](mailto:ABurnham@carson.org)

By: 

DATED

9/7/10

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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Contract No. 1011-103  
Construction Management Services for Carson City Water Bond Projects**

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

## CONSULTANT

BY: Ruedy Edginton

BT: Rudy Eugene  
TITI E: Vice President

**FIRM:** HDR Engineering, Inc.

**CARSON CITY BUSINESS LICENSE #:** 10-15594

**Address:** 9805 Double R Boulevard, Suite 101

**Address:** 3000 Beale R Boulevard, Suite 101  
**City:** Reno **State:** Nevada **Zip Code:** 89521

Telephone: 773-337-4700/ Fax #: 775-337-4774

**E-mail Address:** Ruedy.Edgington@hdrinc.com

~~(Signature of CONSULTANT)~~

DATED 8/27/10

STATE OF Nevada )  
1/5/ ) ss

Signed and sworn (or affirmed) before me on this 27<sup>th</sup> day of August, 2010, by  
Ruedy Edgington

(Notary Stamp)



**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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**Construction Management Services for Carson City Water Bond Projects**

**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**

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION  
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**Construction Management Services for Carson City Water Bond Projects**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 16, 2010 approved the acceptance of **CONTRACT No. 1011-103**. 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**

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**ROBERT L. CROWELL, MAYOR**

DATED this 16<sup>th</sup> day of September, 2010.

**ATTEST:**

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**ALAN GLOVER, CLERK-RECORDER**

DATED this 16<sup>th</sup> day of September, 2010.

**SCOPE OF SERVICES**  
**FOR**  
**CARSON CITY'S WATER BOND PROJECTS**

**PROGRAM MANAGEMENT**

- Meetings** - Organize, schedule, attend and record all program related meetings.
- Master Schedule** - HDR shall prepare a Master Schedule for each component of the Project. The Master Schedule shall specify the proposed starting and finishing dates for each contract and the dates by which certain activities must be complete. HDR shall submit the Master Schedule to the **Carson City Public Works (CCPW)** for acceptance.
- Project and Construction Budget** - Prepare a Project Budget based on separate division of the Work required for the Project. HDR shall review the budget with the **CCPW** and Design Professional and HDR shall submit the Project Budget to the **CCPW** for acceptance. The Project Budget shall be revised as directed by the **CCPW**.
- Establish Project MIS** - Develop a MIS in order to establish communication between the **CCPW**, **HDR**, Design Professional, contractor and other parties on the Project. In developing the MIS, HDR shall interview the **CCPW**'s key personnel, the Design Professional and other in order to determine the type of information for reporting, the reporting format and the desired frequency for distribution of the various reports.
- Review Documents** - Review all documents pertaining to the program.

**CONSTRUCTION MANAGEMENT**

**DESIGN PHASE SERVICES**

- Project Meetings** - Conduct periodic Project meetings attended by the **CCPW**, Consultants and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. HDR shall prepare and distribute minutes of these meetings to the **CCPW**, Consultants and others.
- Review of Design Documents** - HDR shall review the design documents and make recommendations to the **CCPW** and Design Professional as to biddability and constructability, as to cost, sequencing, scheduling and time of construction, as to clarity, consistency and coordination of documentation among Contractor, and as to the separation of the Project into construction contracts for various categories of the Work. The recommendations resulting from such review will be provided to the **CCPW** and Consultants in writing and as notations on the design documents.
- Value Engineering Review** - Provide a review of the project design with the intent to validate the design as the best alternative and the least cost review will establish alternative designs that may reduce cost without modifying design intent.
- Public Awareness Program** - Develop and implement a program to notify and explain the project to local residents, businesses and others that may be affected. Assist in the preparation of all press releases and official notices.

## PRE-CONSTRUCTION PHASE SERVICES

- Bidding Assistance** - Assist in the development of bidder interest, advertisement and distribution of the construction documents.
- Pre-bid Conference** - In conjunction with the CCPW and Design Professional, HDR shall conduct Pre-bid Conferences. These conferences shall be forums for the CCPW, HDR and Design Professional to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the CCPW's administrative requirements and technical information.
- Information to Bidders** - HDR shall develop and coordinate procedures to provide answers to bidders' questions. All answers shall be in the form of Addenda.
- Bid Review** - Prepare detailed bid tabulation, review all bids for conformance to requirements, review and report on bidders acceptability.
- Post-bid Conference** - HDR shall conduct a Post-bid conference to review contract award procedures, schedules, Project staffing and other pertinent issues.
- Bid Protest** - Assist in the review, evaluation and resolution of any protest filed by a bidder.
- Pre-Construction Conference** - Organize, schedule and attend and record the pre-construction conference prior to the start of any field activities.

## CONSTRUCTION PHASE SERVICES

- On-Site Management & Construction Phase Communication Procedures** - HDR shall provide and maintain a management team on the Project site to provide contract administration as an agent of the CCPW, and HDR shall establish and implement coordination and communication procedures among CCPW, HDR, Design Professional and Contractors.
- Construction Administration Procedures** - HDR shall establish and implement procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As the CCPW's representative at the construction site, HDR shall be the party to whom all such information shall be submitted.
- Reports** - Prepare any reports that may be required during the construction phase. Prepare monthly reports to CCPW.
- Permits, Bonds and Insurance** - HDR shall verify that the required permits, bonds and insurance, have been obtained. Such action by HDR shall not relieve the Contractor of its responsibility to comply with the provisions of the Contract Documents.
- Grants Administration** - Assist the CCPW in preparing documentation required for reimbursement from Federal or State grants programs.

- **Review of Requests for Information, Shop Drawings, Samples & Other Submittals**  
HDR shall review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Master Schedule. **HDR** shall forward to the Design Professional for review the request for clarification or interpretation, shop drawing, sample, or other submittal, along with **HDR**' comments. **HDR**' comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling and time of construction, and clarity, consistency, and coordination in documentation. **HDR** shall receive from the Design Professional, and transmit to the Contractor, all information so received from the Design Professional.
- **Change Order Preparation, Negotiation and Processing** - Establish, implement and coordinate systems for processing all contract change orders. Prepare independent cost estimate for all contract change orders. Negotiate all contract change orders with the Contractor. Prepare contract change order document for execution by Contractor and **CCPW**.
- **Change Order Reports** - **HDR** shall periodically prepare and distribute Change Order Reports during the Contraction Phase. The Report shall list all **CCPW**-approved change orders by number, a brief description of the change order work, the cost established in the change order and percent of completion of the change order work.
- **Minor Variations in the Work** - **HDR** may authorize minor variations in the Work from the requirements of the contract Documents that do not involve an adjustment in the contract price or the contract time and which are consistent with the overall intent of the Contract Documents. **CCPW** shall provide to the Design Professional copies of such authorizations.
- **Contractor's Construction Schedule** - **HDR** shall review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.
- **Recovery Schedules** - **HDR** may require the Contractor to prepare and submit a Recovery Schedule, as specified in the Contract Documents.
- **Maintain "As-Built" Schedule** - Maintain, on a printout of agreed upon schedule, a daily track of Contractor's efforts during construction.
- **Progress Payments** - **HDR** shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. **HDR** shall make appropriate adjustments to each payment application and shall prepare and forward to the **CCPW** a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.
- **Cash Flow Projections** - Prepare monthly cash flow projections from information derived from monthly schedule update reports.

## EXHIBIT A

- Certified Payroll Review** - Review Contractor's certified payroll submittals for compliance with prevailing wage requirements.
- Construction Administration Services** - Provide administrative and management services during construction phase. Implement and monitor management procedures. Manage all project documentation.
- Quality Review** - **HDR** shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the **CCPW** against defects and deficiency in the Work of the Contractors. **HDR** shall reject Work and transmit to the **CCPW** and Contractor a notice of nonconforming Work when it is the opinion of **HDR**, **CCPW** or Design Professional that the Work does not conform to the requirements of the Contract Documents. Except for minor variations, **HDR** is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to approve or accept any portion of the work not performed in accordance with the Contract Documents. Communication between **HDR** and Contractor with regard to Quality Review shall not in any way be construed as binding **CCPW** or **HDR** as releasing the Contractor from the fulfillment of any of the terms of his Contract Documents. **HDR** will not be responsible for, nor does **HDR** control, the means, methods, techniques, sequences and procedures of construction for the Project. It is understood that **HDR**'s action in providing Quality Review as stated herein is a service to the **CCPW** and by performing as provided herein, **HDR** is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the construction work for the Project. No action taken by **HDR** shall relieve any or all of the Contractors from their obligation to perform their work in strict conformity with the Contract Documents and in strict conformity with all other applicable laws, rules and regulations.
- Photographs and Videos** - Provide videotape and photographic documentation of project site prior to and during construction.
- Maintain "As-Built" Drawings** - Maintain one set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications and change orders.
- Subsurface & Physical Conditions** - Whenever the Contractor notifies **HDR** that a surface or subsurface condition at or contiguous to the site is encountered that differs from what the Contractor is entitled to rely upon or from what is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, **HDR** shall notify the Design Professional. **HDR** shall receive from the Design Professional and transmit to the Contractor all information necessary to reflect any design changes required to be responsive to the differing or changed condition and, if necessary, shall prepare a change order.
- Manage Off-site Inspection Services** - Schedule and coordinate all off-site inspection services.
- Manage Field Testing Services** - Schedule and coordinate all field testing services.
- Manage Laboratory Testing Services** - Schedule and manage all laboratory testing services.
- Coordination of Other Independent Consultants** - Technical inspection and testing provided

## EXHIBIT A

by others shall be coordinated by HDR. HDR shall receive a copy of all inspection and testing reports on the day of the inspection or test.

- **Reports** - Prepare weekly summary reports of construction progress. Prepare any other reports related to field services.
- **Resident Engineering** - Manage all field operations relating to project inspection, materials testing, measurement and payment, administration and conflict resolution.
- **Field Office Assistance** - Provide engineering and technical support to the resident engineer in managing all field operations.
- **Field Inspection** - Provide full-time detailed field inspection services to verify compliance with the contract documents.
- **Off-site Inspection** - Provide inspection as required at any off-site location to verify compliance with contract documents.
- **Field Testing** - Test installed materials to verify compliance with contract documents.
- **Laboratory Testing** - Utilizing laboratory methods, test construction materials to verify compliance with contract documents.
- **Labor Compliance, Equal Opportunity and Disadvantaged Business Requirements** - Monitor contractor's efforts in relation to all Equal Employment Opportunity and labor compliance requirements. Discuss all requirements with contractor at pre-job conference. Conduct employee interviews for labor compliance.
- Evaluate low bidder's proposal for good faith effort in meeting goals. Monitor construction contract to verify utilization of DBE subcontractors according to bid proposal. Investigate all complaints regarding non-compliance.
- **Contractor's Safety Program** - HDR shall require each Contractor that will perform Work at the site to prepare and submit to HDR for general review a safety program, as required by the Contract Documents. HDR shall review each safety program to determine that the programs of the various prime Contractors performing work at the site, as submitted, provide for coordination among the Contractors of their respective programs. HDR shall not be responsible for any Contractor's implementation of or compliance with its safety programs or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above with the other prime Contractors performing the work at the site. HDR shall not be responsible for the adequacy or completeness of any Contractor's safety programs, procedures or precautions.
- Notify Contractor of safety problems. Direct Contractor to suspend work if imminent hazard is not immediately remedied or a dangerous condition persists.
- Investigate all accidents. Gather all information relating to any accidents. Conduct a "committee" investigation if deemed necessary. Prepare accident reports.

- Traffic Control and Public Safety** - Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control plans. Report deficiencies to contractor.

#### **FINAL ACCEPTANCE/CLOSEOUT SERVICES**

- Meetings** - Conduct and coordinate meetings with CCPW and Contractor related to project completion. Prepare meeting notices and prepare and distribute meeting minutes.
- Consultant Management** - Monitor and coordinate the efforts of the design consultants and specialty consultants during the final acceptance and project closeout.
- Reports** - Prepare and reports that may be required during the final acceptance and project closeout.
- Final Inspection and Punchlist** - Provide final inspection and prepare list of project construction deficiencies for resolution by Contractor.
- Construction Approval/Acceptance** - Make recommendations to owner regarding final project approval and acceptance.
- Final Payment** - Make recommendations to CCPW regarding Contractor's final progress payment request. Prepare final progress payment report for submission to CCPW.
- Occupancy Assistance** - Assist CCPW in preparing plan for move-in and occupancy. Assist CCPW in implementing move-in and occupancy plan.
- Start-up Coordination** - Assist CCPW during start-up and debugging of project.
- Warranty Coordination** - Assist CCPW during project warranty period if corrective work is required.
- Project Closeout** - Prepare all documentation needed for project closeout. Deliver all project documentation to CCPW.
- Final Report** - Provide CCPW with a project final report that includes the following:

A financial summary of the construction contracts, change orders, architectural services, project management services and direct purchase items.

A summary of project change orders.

A construction summary and schedule review.

A summary of final acceptance.

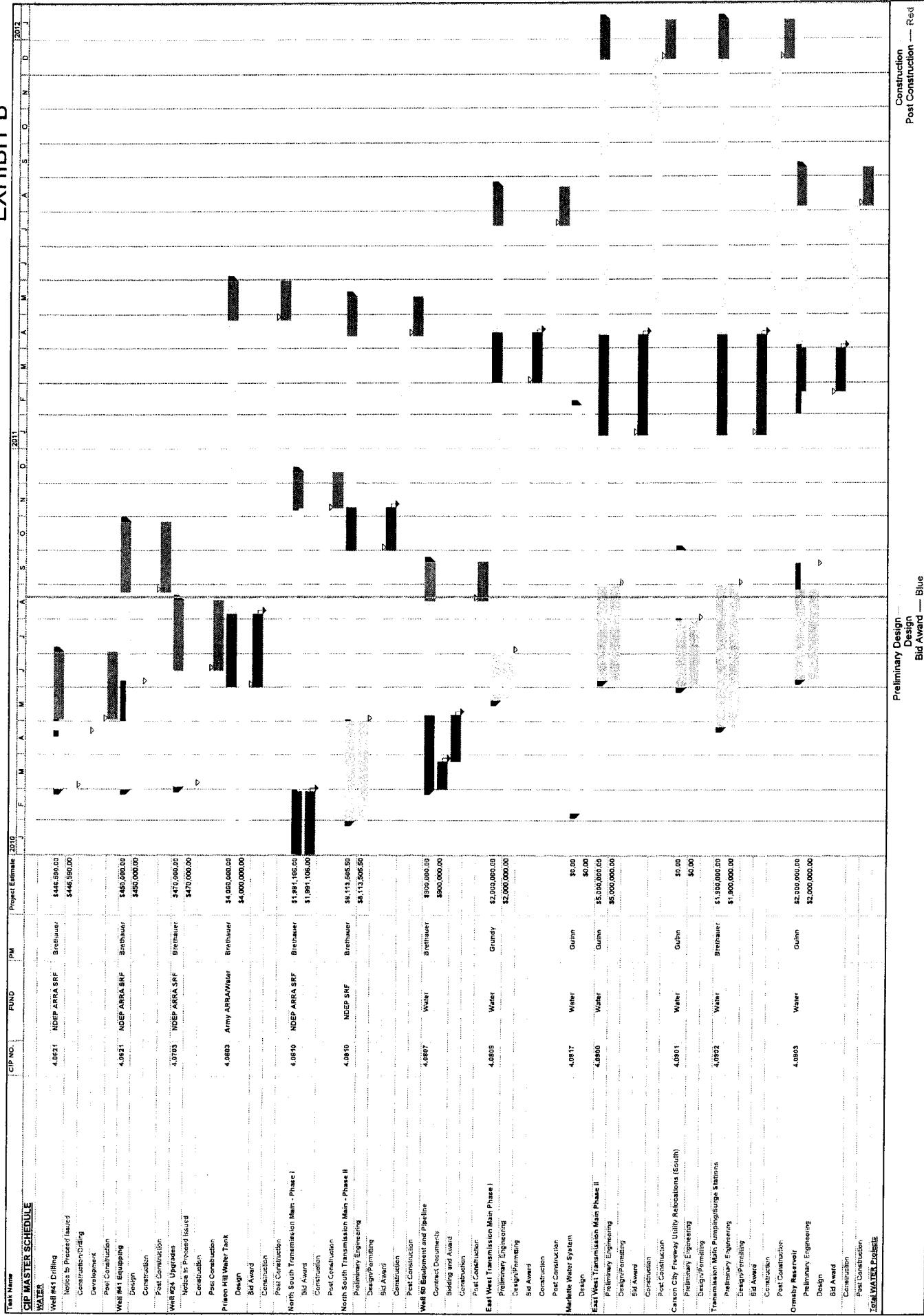
A review and report on the general contractor, subcontractors and major equipment suppliers.

#### **ADDITIONAL SERVICES**

## EXHIBIT A

- At the request of the **CCPW**, **HDR** shall perform Additional Services and **HDR** shall be compensated for same as provided in Exhibit C of this Agreement. **HDR** shall perform Additional Services only after the **CCPW** and **HDR** have executed a written Amendment to this Agreement providing such services. Additional Services may include:
- Services during the Design or Construction Phases related to investigation, appraisal or evaluation of surface or subsurface conditions at or contiguous to the site, or other existing conditions, facilities, or equipment that differs from what is indicated in the Contract Documents, or determination of the accuracy of existing drawings or other information furnished by the **CCPW**;
- Services related to the procurement, storage, maintenance and installation of the **CCPW**-furnished equipment, materials, supplies and furnishings;
- Preparation of a Project financial feasibility study;
- Preparation of financial, accounting or MIS reports not provided under Basic Services;
- Preparation of an Operations and Maintenance Manual;
- Services related to recruiting and training of maintenance personnel;
- Services provided in respect of a dispute between the **CCPW** and the Contractor.
- Performing warranty inspections during the warranty period of the Project;
- Consultation regarding replacement of Work damaged by fire and or other cause during construction and furnishing services in connection with the replacement of such work;
- Services made necessary by the default of the Contractor;
- Preparation for and serving as witness in connection with any public or private hearing or arbitration, mediation or legal proceeding;

## EXHIBIT B



## **Carson City - Water Bond Projects Construction Management Services**

## **Carson City - Water Bond Projects Construction Management Services**

Project Staffing Plan		Billing Rate		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Hours	Extension for 2011	Project Totals
Months	Hours Per Month	200	160	160	160	160	160	160	200	200	160	160	160	200	200	200		
<b>Construction Management Services</b>																		
Principal in Charge	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
Project Director	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
Project Manager	\$185.00	80	64	64	64	64	64	64	80	80	64	64	80	80	848	\$156,800.00	\$172,605.00	
Construction Manager/Inspector	\$130.00	200	160	160	160	160	160	160	200	200	160	160	200	200	2,120	\$275,600.00	\$364,000.00	
Construction Manager/Inspector	\$130.00	200	160	160	160	160	160	160	200	200	160	160	200	200	2,120	\$275,600.00	\$375,600.00	
Inspector	\$115.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
Doc. Control Specialist	\$85.00	100	80	80	80	80	80	80	100	100	80	80	100	100	1,060	\$101,200.00	\$101,200.00	
Scheduler	\$185.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$90,100.00	\$102,340.00	
<b>Subtotal</b>	<b>580</b>	<b>464</b>	<b>464</b>	<b>624</b>	<b>624</b>	<b>780</b>	<b>780</b>	<b>624</b>	<b>464</b>	<b>464</b>	<b>580</b>	<b>580</b>	<b>7,028</b>	<b>\$899,380.00</b>	<b>\$1,015,745.00</b>			
<b>Overtime Services - Additional Services</b>																		
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Special Services</b>																		
Geotech/Special Inspection	\$95.00	180	155	155	155	180	180	155	155	180	180	180	180	1985	\$188,575.00	\$188,575.00		
Material Testing / OH	\$44.50	200	160	160	160	200	200	160	160	200	200	200	200	2,120	\$94,340.00	\$124,600.00		
<b>Subtotal</b>	<b>580</b>	<b>464</b>	<b>464</b>	<b>624</b>	<b>624</b>	<b>780</b>	<b>780</b>	<b>624</b>	<b>464</b>	<b>464</b>	<b>580</b>	<b>580</b>	<b>7,028</b>	<b>\$899,380.00</b>	<b>\$1,015,745.00</b>			

**DRAFT**  
**EXHIBIT C**

**Carson City - Water Bond Projects**  
**Construction Management Services**

<b>Project Schedule</b>		2012											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Preconstruction Services</b>													
<b>Construction Management Services</b>													

**Project Staffing Plan**

Months	Billing Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Hours	Extension for 2012	Project Totals
<b>Construction Management Services</b>																
Principal in Charge	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
Project Director	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
Project Manager	\$185.00	20	20	0	0	0	0	0	0	0	0	0	0	40	\$7,400.00	
Construction Manager/Inspector	\$130.00	200	160	0	0	0	0	0	0	0	0	0	0	360	\$46,800.00	
Construction Manager/Inspector	\$130.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$410,800.00	
Inspector	\$115.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$275,600.00	
Doc. Control Specialist	\$85.00	100	80	0	0	0	0	0	0	0	0	0	0	180	\$15,300.00	
Scheduler	\$185.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$117,640.00	
<b>Subtotal</b>		320	260	0	0	0	0	0	0	0	0	0	0	580	\$69,500.00	
<b>Overtime Services - Additional Services</b>																
Geotech/Special Inspection		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
Materials Testing / OH		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
<b>Subtotal</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
<b>Special Services</b>																
Geotech/Special Inspection	\$95.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
Materials Testing / OH	\$44.50	200	160	0	0	0	0	0	0	0	0	0	0	360	\$16,020.00	
<b>Subtotal</b>		320	260	0	0	0	0	0	0	0	0	0	0	0	\$140,620.00	
<b>Totals</b>															\$339,205.00	
															\$1,424,450.00	