

**AMENDMENT NO. 2 TO THE  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is entered into on August 26, 2025, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and HDR Engineering, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, the County and HDR Engineering, Inc. desire to amend their Agreement for Professional Consulting Services, entered into on May 26, 2020 (“Agreement”); and

WHEREAS, HDR Engineering, Inc. has provided the County with construction management services for the South Truckee Meadows Water Reclamation 2020 Expansion Project in accordance with the existing Agreement and in accordance with accepted industry standards and practices; and

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and HDR Engineering, Inc. both agree as follows:

**I. GENERAL**

**1. Capitalized Terms.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

**2. Conflicting Terms.** To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified under this Amendment, each of the terms and conditions of the Agreement shall remain in full force and effect and are enforceable in accordance with their respective terms. This Amendment shall be attached to the Agreement and become a part thereof.

**II. SERVICES TO BE PERFORMED BY CONSULTANT**

The parties agree that Consultant shall continue to perform construction management services as described in the original scope of work through extended completion of the project, more fully set forth in Consultant’s proposed amended fee summary, attached hereto and

incorporated by reference. The term of this Amendment shall be for the period commencing from August 26, 2025 and terminating on December 31, 2026.

### **III. COMPENSATION FOR SERVICES**

In addition to the compensation set forth in the Agreement, the parties agree that Consultant shall be further compensated in the sum of \$898,133.03 for the continued construction management services described above. Payment will be in accordance with Article 3 of the Agreement for Professional Consulting Services.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WASHOE COUNTY:

CONTRACTOR:

By: \_\_\_\_\_  
Chair,  
Washoe County Commission

By: \_\_\_\_\_  
Craig Smart, Associate Vice President  
HDR Engineering, Inc.

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

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

ATTEST:

By: \_\_\_\_\_  
Janis Galassini, Washoe County Clerk

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

STMWRF 2020 Expansion Project  
Construction Management Services

Project Schedule	2025					
	Jul	Aug	Sep	Oct	Nov	Dec
Construction Services						

2026					
Jan	Feb	Mar	Apr	May	Jun

Project Staffing Plan								2025	Billing							2026	Extension
Months	Billing	Jul	Aug	Sep	Oct	Nov	Dec	Total		Jan	Feb	Mar	Apr	May	Jun	Total	
Hours Per Month	Rate	176	168	168	176	144	176	Hours	Rate	168	160	176	176	160	176	Hours	for Completion
Construction Management Services																	
Principal in Charge	\$346.00	0	0	2	0	0	2	4	\$364.00	0	0	2	0	0	2	4	\$2,840.00
Project Manager	\$298.00							0	\$298.00							0	\$0.00
Construction Manager	\$320.00	176	168	168	176	144	176	1,008	\$336.00	168	160	176	176	160	176	1,016	\$663,936.00
Project Accountant	\$120.00	4	4	4	4	4	4	24	\$127.00	4	4	4	4	4	4	24	\$5,928.00
Administration	\$120.00						0	0	\$127.00	0	0	0				0	\$0.00
Office Engineer	\$100.00							0	\$100.00							0	\$0.00
Scheduler (HDR)	\$210.00	4	4	4	4	4	4	24	\$220.00							0	\$5,040.00
PM (Rock Solid)	\$204.00							0	\$204.00							0	\$0.00
Scheduler (Rock Solid)	\$174.00							0	\$174.00							0	\$0.00
Cost Estimator (PCSG)	\$143.00							0	\$143.00							0	\$0.00
Subtotal		184	176	178	184	152	186	1,060		172	164	182	180	164	182	1,044	\$677,744.00
1,0601,044																	
Inspection Services (CME)																	
Project Manager	\$189.00	6	6	6	6	6	6	36	\$198.00	4	4					8	\$8,388.00
Lead Inspector	\$142.00	176	168	168	176	144	176	1,008	\$149.00	84	80					164	\$167,572.00
Inspector (Tech)	\$114.00	3	3	3	3			12	\$120.00							0	\$1,368.00
Special Inspector (CWI)	\$150.00	4	4	4				12	\$158.00							0	\$1,800.00
Laboratory	\$115.00	3	3	3	3			12	\$121.00							0	\$1,380.00
Administrative	\$102.00	1	1	1	1	1	1	6	\$107.00	1	1					2	\$826.00
Truck per hour	\$10.00	183	175	175	179	144	176	1,032	\$11.00	84	80					164	\$12,124.00
Subtotal		376	360	360	368	295	359	2,118		173	165	0	0	0	0	338	\$193,458.00
2,118																	
Special Services																	
Commissioning	250.00				0	0	0	0	250.00	0						0	\$0.00
Special Consultant (Michaut)	\$75.00	0	0		0		0	0	\$75.00	0	0	0	0	0		0	\$0.00
Monthly Truck Rate	\$1,640.00	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640	\$9,840.00	\$1,720	\$1,720	\$1,720	\$1,720	\$1,720	\$1,720	\$1,720	10,320	\$20,160.00
Overtime contingency	\$0.00	0	0	0	0	0	0	0	\$0.00	0	0		0	0	0	0	\$0.00
Sub Mark-up 3.5%	\$0.00	\$1,027.08	\$984.52	\$984.52	\$1,004.68	\$809.34	\$979.58	\$5,789.70	\$0.00	\$501.87	\$479.47	0	0	0	0	981	\$6,771.03
Subtotal		0	0	0	0	0	0	0		0	0	0	0	0	0	0	\$0.00
Totals		\$2,667.08	\$2,624.52	\$2,624.52	\$2,644.68	\$2,449.34	\$2,619.58	\$15,629.70		\$2,221.87	\$2,199.47	1,720	1,720	1,720	1,720	11,301	\$26,931.03

Project Totals	\$898,133.03
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Balance (\$40,082.79)

**AMENDMENT NO. 1 TO THE  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 TO THE ORIGINAL AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES between Washoe County, a political subdivision of the State of Nevada ("County") and HDR Engineering, Inc. PO65x3270 revises this Agreement as follows:

**The purpose of amendment #1 is to extend the termination date of the agreement from December 31, 2023 to December 31, 2026. This amendment also incorporates the following provisions:**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

***ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT TO REMAIN UNCHANGED.***

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

By: \_\_\_\_\_  
Mark Stewart,  
Purchaser, Washoe County Commission

Date:

Consultant: Craig W. Smart  
Craig Smart, Associate Vice President  
HDR Engineering, Inc.  
Date: 12/28/23

## **AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and HDR Engineering, Inc. ("Consultant"), collectively (the "Parties").

### **WITNESSETH:**

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the "South Truckee Meadows Water Reclamation Facility (STMWRF) Expansion Project – Construction Management Services" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit "A", Scope of Work (the "Services"); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be June 1, 2020.

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than December 31, 2023, unless this Agreement is terminated sooner in accordance with its terms.

### **ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant agrees to perform and complete all Services identified in Exhibit A, Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement unless waived in writing by the County.

### **ARTICLE 3 - COMPENSATION**

#### **3.1 Compensation for Services**

For Services defined in Section 1 above, Consultant's compensation shall be determined on a time and material basis, in accordance with the Fee Schedule described in Exhibit "B", which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of \$5,305,577.27. Consultant shall satisfy its obligations hereunder without additional cost or expense

to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit B. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Consultant. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

### 3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

### 3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within thirty (30) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after thirty days.

### 3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

## ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than December 31, 2023. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

## ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances in the same locality (the "Standard of Care") and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, and Consultant warrants that it will perform services in accordance with the Standard of Care. Failure to provide Services or re-performed Services in accordance with the foregoing Standard of Care shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

## ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Notwithstanding anything in the Scope of Work or other documents attached hereto or delivered herewith, Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. Consultant shall not be responsible for the acts or omissions of the contractor or other parties on the project. Consultant shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Consultant beyond those set forth in this Agreement. County agrees to include Consultant as an indemnified party in County's construction contracts for the work, which shall protect Consultant to the same degree as County. Further, County agrees that Consultant shall be listed as an additional insured under the construction contractor's liability insurance policies. In addition, Consultant shall not be responsible for the failure of any other consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify County of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the project site.

## ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

## ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant is an independent contractor, not a County employee. Consultant's employees or contract personnel are not County employees. Consultant and County agree to the following rights consistent with an independent contractor relationship:

- a. Consultant has the right to perform services for others during the term of this agreement.
- b. Consultant has the sole right to control and direct the means, manner and method by which the services required by this agreement will be performed.
- c. Consultant shall not be assigned a work location on County premises, and Consultant has the right to perform the services required by this agreement at any place, location or time.
- d. Consultant will furnish all equipment and materials used to provide the services required by this agreement.
- e. Consultant has the right to hire assistants as subcontractors, or to use Consultant's employees to provide the services required by this agreement.
- f. Consultant or Consultant's employees or contract personnel shall perform the services required by this agreement and Consultant agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Consultant.
- g. Neither Consultant nor Consultant's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this agreement.
- h. County shall not require Consultant or Consultant's employees or contract personnel to devote full time to performing the services required by this agreement.

Further, Contractor hereby certifies:

- i. That Consultant is not an employee of County and thereby Consultant waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. That Consultant is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Consultant's business license number is W032267A. Consultant must provide Federal Tax or Social Security Number on required Form W-9.
- k. That Consultant understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Consultant understands that an IRS Form 1099 will be filed by the County for all payments received.
- l. That Consultant agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement, to provide County with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.



## ARTICLE 9 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

## ARTICLE 10 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Consultant and is necessary to complete the Project. County shall assist Consultant in obtaining access to public and private lands so Consultant can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Consultant.

## ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Upon payment in full of undisputed amounts, copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County.

## ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied,

within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

#### ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

#### ARTICLE 14 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing, by email, or deposited in the United States mail, postage prepaid, to the address specified below. Notice shall be effective the date of personal delivery, date of email, or three days after the date of deposit in the United States mail:

To County:

Dave Solaro, Director  
Washoe County Community Services  
1001 East 9<sup>th</sup> Street  
Reno, NV 89512

To Consultant:

HDR  
9805 Double R Blvd, Suite 101  
Reno, NV 89521

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

#### ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing

party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, public health emergency, pandemic, government shutdown or shelter-in-place orders, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with commercially reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of the performance of the services described in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of the performance of the services described in Article 2 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

#### ARTICLE 17 - MISCELLANEOUS

##### 17.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

##### 17.2 Severability

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

##### 17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or the performance of services described in Article 2 and Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

## ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

**In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit “C” and then any other agreement / exhibits.**

## ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

## ARTICLE 20 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

## ARTICLE 21 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

## ARTICLE 22 – INDEMNIFICATION AND INSURANCE

Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their negligent activities. Consultant agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of the Consultant (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of Consultant, to the full extent allowed by law.

Washoe County has established specific insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained.

Exhibit "C" Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

#### ARTICLE 23 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

#### ARTICLE 24 - ORGANIZATION'S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

Dated this 26<sup>th</sup> day of May, 2020

By

Chair

Washoe County Commission

HDR ENGINEERING, INC.:

Dated this \_\_\_ day of \_\_\_\_\_, 2020

By

See attached Counterpart  
Craig Smart, Associate Vice President  
HDR Engineering, Inc.

Exhibit "C" Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

#### ARTICLE 23 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

#### ARTICLE 24 - ORGANIZATION'S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

HDR ENGINEERING, INC.:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Dated this 15th day of May, 2020

By \_\_\_\_\_  
Chair  
Washoe County Commission

By Craig W. Smart  
Craig Smart, Associate Vice President  
HDR Engineering, Inc.



Washoe County Community Services Department  
Engineering & Capital Projects Division

**South Truckee Meadows Water Reclamation Facility  
STMWRF 2020 Expansion Project  
Professional Services for Construction Management**

**SCOPE OF SERVICES**

**TASK 1 – CONSTRUCTION MANAGEMENT SERVICES**

**1.0 – PRECONSTRUCTION SERVICES:**

- A. Pre-Construction Conference – HDR Engineering, Inc. (HDR)** will schedule and conduct a pre-construction conference with the CMAR after a Notice to proceed is given by the County. HDR will develop the conference agenda and distribute minutes of the conference.
- B. Pre-Construction Coordination – HDR** will provide as needed preconstruction services to facilitate the transition from design to construction. HDR will provide staff as necessary for this assignment.

**1.01 – CONSTRUCTION ADMINISTRATION:**

HDR will provide and maintain a management team on the Project site to provide contract administration as an agent of the County. HDR will establish and implement coordination and communication procedures among the County, HDR, the Designer and CMAR. All project documentation will be maintained in Projectmates.

- A. HDR** will establish and implement procedures to manage the documents required to comply with the SRF Program, Apprenticeship Utilization Act and Davis-Bacon / Washoe County Prevailing Wage requirements to fulfill the County's obligations regarding funding of the project. The CMAR will be required to use LCP Tracker for its prevailing wage tracking. HDR will prepare monthly reports to the County and the Nevada Department of Environmental Protection.
- B. HDR** will establish and implement procedures to determine and provide documentation to provide AIS compliance for materials through thorough review of submittals and delivered materials.
- C. HDR** will establish and implement procedures to track the CMAR's requests for clarifications and interpretations of the Contract Documents, shop drawings, samples and all other submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications and permits through the Projectmates Document Tracking System. As the County's representative at the construction site, HDR will be the party to whom all such information will be submitted.





- D. HDR will review for recommendation and forward to the County and Design Consultant for review any requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples and all other submittals. HDR's comments shall not relate to design considerations but rather to matters of constructability, cost sequencing, scheduling and time of construction, clarity, consistency and coordination in documentation. The County after receiving information from the designer and HDR will make the final decision regarding the clarifications, interpretations that are received from the CMAR. Upon receiving the final decision from the County, HDR will transmit the same to the CMAR for any further response and or action.
- E. HDR will compile all comments on requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples and all other submittals and coordinate responses to the CMAR through the Projectmates Document Tracking System.
- F. HDR will maintain the following documents at the job site: correspondence files, contract addenda, copy of Contract Documents, compliance documentation for programs identified in subtask A above and progress reports and make these items readily available to the County.
- G. HDR will keep records of the names, addresses and telephone numbers of the CMAR's and all subcontractors' emergency contact personnel and update this information as it changes.
- H. HDR will maintain reports of job site conferences, meetings and discussions between the County and CMAR and distribute to the project team as requested by the County.

**1.02 - CONTRACT CHANGE ORDERS:** HDR in partnership with PCSG will establish and implement procedures and coordinate systems to assist the County in reviewing, tracking and negotiating Work Change Directives and Contract Change Orders. HDR will prepare independent cost estimates for Work Change Directives and Contract Change Orders. Approval and execution of all Contract Change Orders shall be the responsibility of the County.

**1.03 – REQUESTS FOR PROPOSALS:** HDR will assist the County in developing and tracking requests for proposals for County requested changes.

**1.04 - PERMITS:** HDR will assist the County in verifying that required permits have been obtained by the CMAR and that the conditions of the permits are adhered to by the CMAR. Copies of permits will be kept on site and available for County review. Such action by HDR does not relieve the CMAR of its responsibility to comply with the provisions of the Contract documents.

**1.05 - CONSTRUCTION SCHEDULE:** HDR in partnership with Rock Solid Solutions will review the CMAR's construction schedule and updates and verify the schedule is prepared in accordance with the requirements of the Contract Documents. HDR will notify the County when concerns arise that the construction schedule is or could be delayed.

**1.06 – PROGRESS MEETINGS & REPORTING:** HDR will conduct weekly progress meetings. Such meetings will serve as a forum for the exchange of information concerning the Project and the review of construction progress. HDR will prepare and distribute the agendas and minutes of the meetings to the County, CMAR and other project participants. HDR will provide reports to the County that include the necessary documentation to keep the County informed of key issues and the status of the project.





**1.07 – PROGRESS PAYMENTS:** HDR in partnership with CME will review the pay applications prepared by the CMAR and confirm the amount requested reflects the actual work performed by the CMAR in accordance with the Contract Documents. HDR will make appropriate adjustments to each payment application and forward payment applications to the County for final review, approval and processing. Each payment application will include a Progress Payment Report cover sheet that states the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.

**1.08 – CMAR's SAFETY PROGRAM:** HDR will review the CMAR's safety program for general conformance with the requirements of the specifications. HDR will not be responsible for the CMAR'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 subcontractors performing the work at the site. HDR will not be responsible for the adequacy or completeness of the CMAR's safety programs, procedures or precautions. HDR personnel may attend the CMAR's weekly tailgate safety meetings for informational purposes.

**1.09 – SAFETY BRIEFINGS:** HDR will conduct weekly tail gate safety briefings for County and Consultant personnel to provide information including the onsite plant operators, are well informed of construction activities and associated safety concerns. HDR will conduct daily Job Hazard Analysis discussions as the project progresses and circumstances dictate. HDR will not be responsible for non HDR employee's activities at the job site.

**1.10 – TRAFFIC CONTROL & PUBLIC SAFETY:** HDR will review and monitor the CMAR's traffic control for compliance with approved traffic control plans with special emphasis on both Alexander Road and the treatment plant entrance. In Plant traffic will be monitored for adherence to speed limits of 15 mph. HDR will report deficiencies to the County and CMAR and document corrections implemented for compliance.

**1.11 – TECHNICAL REPORTING & COMPLIANCE NOTIFICATIONS to OTHER AGENCIES & COUNTY DIVISIONS:** HDR in partnership with CME will coordinate any technical inspections, testing and/or work required by outside agencies or other County Divisions.

**1.12 – DISPUTE/CONFLICT RESOLUTION:** HDR will attempt to identify and resolve design conflicts and/or errors in a timely manner during its service as construction manager. In the event disputes or claims arise, HDR will assist the County in gathering applicable data and reviewing the CMAR's documents substantiating disputes or claims and in resolving construction disputes. All effort will be made to minimize change orders during the pre-construction reviews. HDR will employ an informal partnering ladder approach to resolving issues in the field and will make recommendations for Alternative Dispute Resolution Methods as required.

## **TASK 2 – QUALITY ASSURANCE CONSTRUCTION INSPECTION & MATERIALS TESTING SERVICES**

**2.01 - CONSTRUCTION INSPECTION:** HDR will employ a third party independent inspection firm CME, to monitor the quality of construction with a QA program.

**A. CME** will provide QA Inspection professionals to review the work for compliance with the Contract Documents and provide daily reports to HDR.



- B. **CME** QA Inspection professionals will maintain daily records of events at the job site, including but not limited to the following: CMAR's & subcontractors' personnel & equipment, site visitors, observed delays & causes, weather conditions, daily construction activities & progress, quantities installed, data relative to claims for extras or deductions, materials received on site or stored off site, test results and photographic documentation.
- C. **HDR / CME** will coordinate for QA Inspection professionals to reject work and notify the County of any non-conforming work so the County can issue the CMAR a non-compliance notice. **HDR/CME** will work with the County and Jacobs to evaluate field issues and determine resolutions.

**2.02 – MATERIALS TESTING SERVICES:** **HDR** will employ a third party independent testing firm **CME**, to organize and coordinate a QA program in conjunction with the CMAR's Quality Control program.

- A. **CME** will provide QA material testing professionals to visit the site as needed to monitor the QA program, perform the required tests per the Contract Documents and address any unusual problems.
- B. **CME** QA material testing professionals will provide test reports and records for review by **HDR** and the County.
- C. **HDR** will review test reports for compliance and notify the County of any non-conforming work so the County can issue the CMAR a non-compliance notice. **HDR/CME** will work with the County and Jacobs to evaluate field issues and determine resolutions.
- D. **HDR** will provide a monthly testing summary report and a final project report summarizing all test results.

### **TASK 3 – POST-CONSTRUCTION SERVICES:**

**3.01 - PROJECT CLOSEOUT:** **HDR** will assist the County during the testing, start-up and commissioning of the Project utilizing local HDR start-up specialists. **HDR** will provide the County with all project files and documents. **HDR** will provide a qualified commissioning agent as needed to assist the CMAR with the commissioning activities.

**3.02 – FINAL INSPECTION & PUNCHLIST:** **HDR** will participate in the final inspection with key project stakeholders. **HDR** will assist in the preparation of a list of construction deficiencies for resolution by the CMAR and verify completion of these items. **HDR** will notify the County of substantial completion so that the County may issue a Notice of Substantial Completion. **HDR** will make recommendations to the County regarding the CMAR's final progress payment request. **HDR** will monitor lien releases.

**3.03 – RECORD DRAWINGS:** **HDR** will maintain one set of field contract documents with up to date information regarding all addenda, substitutions, clarifications & change orders. Near the end of construction, **HDR** will transmit a corrected set of electronic record drawings to the County for the incorporation of changes into the permanent set of documents. **HDR** will link all changes to individual contract drawings through Projectmates.

# Exhibit B

## STMWRF 2020 Expansion Project Construction Management Services

2020													
Project Schedule		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Preconstruction Services													
Construction Services													

Project Staffing Plan		Billing Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Hours / #	Extension for 2020	Project Totals
<b>Construction Management Services</b>																	
Principal in Charge		\$295.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Project Manager		\$280.00	0	0	0	0	0	0	20	20	20	20	20	20	140	\$39,200.00	\$39,200.00
Construction Manager		\$252.00	0	0	0	0	0	176	176	168	176	176	144	168	1,184	\$298,368.00	\$298,368.00
Project Accountant		\$155.00	0	0	0	0	0	6	2	2	2	2	2	2	18	\$2,790.00	\$2,790.00
Administration		\$90.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Office Engineer		\$90.00	0	0	0	0	0	10	10	10	10	10	10	10	70	\$6,300.00	\$6,300.00
Document Control		\$93.00	0	0	0	0	0	176	176	168	176	176	144	168	1,184	\$110,112.00	\$110,112.00
Scheduler (Rock Solid)		\$175.00	0	0	0	0	0	0	0	0	2	2	2	0	6	\$1,050.00	\$1,050.00
Cost Estimator (PCSG)		\$125.00	0	0	0	0	0	0	10	0	10	0	10	0	30	\$3,750.00	\$3,750.00
<b>Subtotal</b>			0	0	0	0	0	388	394	368	396	386	332	368	2,632	\$461,570.00	\$461,570.00
<b>Inspection Services (CME)</b>																	
Project Manager		\$32,280.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$32,280.00	\$32,280.00
Lead Inspector		\$165,000.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$165,000.00	\$165,000.00
Inspector		\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$0.00	\$0.00
Special Inspector		\$38,000.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$38,000.00	\$38,000.00
Laboratory		\$8,245.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$8,245.00	\$8,245.00
Administrative		\$1,275.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$1,275.00	\$1,275.00
Truck per hour		10.00	0	0	0	0	0	0	0	0	0	0	0	0	1,717	\$17,170.00	\$17,170.00
<b>Subtotal</b>			0	0	0	0	0	0	0	0	0	0	0	0	1,717	\$261,970.00	\$261,970.00
<b>Special Services</b>																	
Commissioning		\$220	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Special Consultant (Michaut)		\$75	0	0	0	0	0	0	0	80	0	0	0	80	160	\$12,000.00	\$12,000.00
Monthly Truck Rate		\$1,500	0	0	0	0	0	1	1	1	1	1	1	1	7	\$10,500.00	\$10,500.00
Overtime contingency		\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$25,000.00	\$25,000.00
Sub Mark-up 3.5%		\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$9,756.95	\$9,756.95
<b>Subtotal</b>			0	0	0	0	0	0	0	80	0	0	0	80	160	\$57,256.95	\$57,256.95
<b>Totals</b>			0	0	0	0	0	388	394	448	396	386	332	448	4,509	\$780,796.95	\$780,796.95

[illegible]

Project Staffing Plan																	
Months		Billing Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Hours / #	Extension for 2021	Project Totals
Hours Per Month	176		160	176	176	168	176	176	168	168	176	160	176				
Construction Management Services																	
Principal in Charge		\$300.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Project Manager		\$286.00	20	20	20	20	20	20	20	20	20	20	20	20	240	\$68,640.00	\$107,840.00
Construction Manager		\$260.00	176	160	176	176	168	160	176	168	168	176	160	176	2,040	\$530,400.00	\$828,768.00
Project Accountant		\$162.00	2	2	2	2	2	2	2	2	2	2	2	2	24	\$3,888.00	\$6,678.00
Administration		\$91.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Office Engineer		\$91.00	0	0	0	0	10	10	10	10	10	10	10	10	80	\$7,280.00	\$13,580.00
Document Control		\$95.79	176	160	176	176	168	176	176	168	168	176	160	176	2,056	\$196,944.24	\$307,086.24
Scheduler (Rock Solid)		\$180.00	10	10	8	8	8	8	8	8	8	8	8	8	100	\$18,000.00	\$19,050.00
Cost Estimator (PCSG)		\$130.00	10	10	10	10	10	10	20	10	10	10	10	10	130	\$16,900.00	\$20,650.00
Subtotal			394	362	392	392	386	386	412	386	386	402	370	402	4,670	\$942,052.24	\$1,303,622.24
Inspection Services (CME)																	
Project Manager		\$35,700.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$35,700.00	\$67,980.00
Lead Inspector		\$284,960.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$284,960.00	\$449,960.00
Inspector		\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$0.00	\$0.00
Special Inspector		\$122,920.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$122,920.00	\$160,920.00
Laboratory		\$19,750.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$19,750.00	\$27,995.00
Administrative		\$4,576.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$4,576.00	\$5,851.00
Truck per hour		\$10.00	0	0	0	0	0	0	0	0	0	0	0	0	2,724	\$27,240.00	\$44,410.00
Subtotal			0	0	0	0	0	0	0	0	0	0	0	0	2,724	\$495,146.00	\$757,116.00
Special Services																	
Commissioning		\$226	0	0	0	0	0	176	0	0	0	0	0	0	176	\$39,776.00	\$39,776.00
Special Consultant (Michaut)		\$75	40	0	0	80	0	0	80	0	0	0	0	80	280	\$21,000.00	\$33,000.00
Monthly Truck Rate		\$1,500	1	1	1	1	1	1	1	1	1	1	1	1	12	\$18,000.00	\$28,500.00
Overtime contingency		\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$25,000.00	\$50,000.00
Sub Mark-up 3.5%		\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$20,678.77	\$30,435.72
Subtotal			40	0	0	80	0	176	80	0	0	0	0	80	456	\$124,454.77	\$181,711.72
Totals			434	362	392	472	386	562	492	386	386	402	370	482	7,850	\$1,461,653.01	\$2,242,449.96



STMWRF 2020 Expansion Project  
Construction Management Services

2023													
Project Schedule		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Construction Services													

Project Staffing Plan		Billing Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Hours / #	Extension for 2023	Project Totals
Hours Per Month			172	160	168	176	168	160	176	168	176	176	160	176			
<b>Construction Management Services</b>																	
Principal in Charge		\$315.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Project Manager		\$298.00	20	20	20	20	20	20	20	20	20	20	20	20	220	\$65,560.00	\$243,480.00
Construction Manager		\$276.00	172	160	168	176	168	160	176	168	176	176	160	80	1,940	\$535,440.00	\$1,902,888.00
Project Accountant		\$172.00	2	2	2	2	2	2	2	2	2	2	2	2	24	\$4,128.00	\$14,838.00
Administration		\$96.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Office Engineer		\$96.00	10	10	10	10	10	10	10	10	10	10	10	10	110	\$10,560.00	\$35,300.00
Document Control		\$101.62	172	160	168	176	168	160	176	168	176	176	160	0	1,860	\$189,019.92	\$694,390.19
Scheduler (Rock Solid)		\$185.00	8	8	8	8	8	8	8	8	8	8	8	0	72	\$13,320.00	\$50,130.00
Cost Estimator (PCSG)		\$130.00	8	8	8	8	8	0	0	0	0	0	0	0	32	\$4,160.00	\$47,010.00
<b>Subtotal</b>			392	368	384	400	376	360	392	376	392	384	352	82	4,258	\$822,187.92	\$2,988,036.19
<b>Inspection Services (CME)</b>																	
Project Manager		\$36,850.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$36,850.00	\$153,130.00
Lead Inspector		\$322,240.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$322,240.00	\$1,116,960.00
Inspector		\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$0.00	\$0.00
Special Inspector		\$78,960.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$78,960.00	\$361,160.00
Laboratory		\$20,870.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$20,870.00	\$75,605.00
Administrative		\$4,888.00	0	0	0	0	0	0	0	0	0	0	0	0	1	\$4,888.00	\$15,471.00
Truck per hour		\$10.00	0	0	0	0	0	0	0	0	0	0	0	0	2,344	\$23,440.00	\$99,490.00
<b>Subtotal</b>			0	0	0	0	0	0	0	0	0	0	0	0	2,344	\$487,248.00	\$1,821,816.00
<b>Special Services</b>																	
Commissioning		238.00	0	0	168	0	0	0	0	0	0	0	160	176	504	\$119,952.00	\$199,632.00
Special Consultant (Michaut)		\$75.00	0	0	60	0	0	60	0	60	0	0	0	0	180	\$13,500.00	\$55,500.00
Monthly Truck Rate		\$1,500.00	1	1	1	1	1	1	1	1	1	1	1	1	12	\$18,000.00	\$64,500.00
Overtime contingency		\$0.00	0	0	0	0	0	0	0	0	0	0	0	82	82	\$25,000.00	\$100,000.00
Sub Mark-up 3.5%		\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	\$22,336.30	\$76,093.08
<b>Subtotal</b>			0	0	228	0	0	60	0	60	0	0	160	176	684	\$198,788.30	\$495,725.08
<b>Totals</b>			392	368	612	400	376	420	392	436	392	384	512	258	7,286	\$1,508,224.22	\$5,305,577.27

## **Exhibit C**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONSULTANT PROFESSIONAL SERVICE AGREEMENTS SOUTH TRUCKEE MEADOWS WATER RECLAMATION FACILITY 2020 EXPANSION PROJECT – GMP #1 HUFFAKER RESERVIOR LINER**

#### **INTRODUCTION**

COUNTY has established specific indemnification, insurance, and safety requirements for public works professional services contracts to help assure that reasonable insurance coverage is purchased, and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONSULTANT accepts and is able to pay for the loss or liability related to its activities.

#### **GENERAL REQUIREMENTS**

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, CONSULTANT shall purchase and maintain insurance of the types and limits described below. Coverage shall insure against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT. The cost of all such insurance shall be included in the CONSULTANT'S bid.

#### **INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Subconsultant by COUNTY. CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONSULTANT and all subconsultants.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If CONSULTANT or Subconsultant is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subconsultants, or independent consultants and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between COUNTY and CONSULTANT that CONSULTANT shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONSULTANT'S sole cost and expense.

Should CONSULTANT be self-funded for Industrial Insurance, CONSULTANT shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

Upon completion of the project, CONSULTANT shall, if requested by COUNTY, provide COUNTY with a Final Certificate for itself and each Sub showing that CONSULTANT and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

CONSULTANT waives all rights against COUNTY, its elected officials, officers, employees and agents. for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### **COMMERCIAL GENERAL LIABILITY**

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work.

COUNTY and any other Indemnitees listed in the INDEMNIFICATION section of this Agreement shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 04/13 and CG 20 37 04/13 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement

The status of COUNTY as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to COUNTY.

CONSULTANT waives all rights against COUNTY and any other Indemnitees listed in the INDEMNIFICATION section of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

### **COMMERCIAL AUTOMOBILE LIABILITY**

CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of **\$2,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). COUNTY may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

CONSULTANT waives all rights against COUNTY, its officers and employees for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to this Agreement.



In lieu of a separate Business Auto Liability Policy, COUNTY may agree to accept Auto Liability covered in the General Liability Policy, if CONSULTANT does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONSULTANT shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

CONSULTANT waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Consultant pursuant to this agreement.

### **CONSULTANTS PROFESSIONAL LIABILITY INSURANCE**

If applicable (as determined by COUNTY), CONSULTANT shall maintain professional liability insurance applying to liability for a negligent error, act, or omission arising out of the scope of the CONSULTANT'S services provided under this Agreement with a limit of **\$2,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least 3 years following the termination of this Agreement.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement.

**OTHER INSURANCE PROVISIONS** The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. General Liability and Automobile Liability Coverages**

a. COUNTY, its officers and employees are to be included as additional insureds as respects damages and defense arising from: activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied, or used by CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.

b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.

d. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### **2. All Coverages**

All policies shall provide for and include endorsements confirming that at least thirty (30) days' written notice will be provided to COUNTY prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. For each policy or if any insurers cannot provide endorsements meeting this requirement, CONSULTANT shall ultimately be responsible to provide notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and insurance carrier. COUNTY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

## **VERIFICATION OF COVERAGE**

CONSULTANT shall furnish COUNTY with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.* Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage. COUNTY reserves the right to require redacted certified copies of all required insurance policies at any time.

## **SUB-CONSULTANTS**

CONSULTANT shall furnish separate certificates and endorsements for each Sub-consultant. Sub-consultant shall be subject to all the requirements stated herein.

## **MISCELLANEOUS CONDITIONS**

1. In addition to any other remedies COUNTY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof; or,
  - b. Terminate the Agreement.
2. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.