

**City of Carson City
Agenda Report**

Date Submitted: April 22, 2008

Agenda Date Requested: May 1, 2008
Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to determine that Contract No. 0708-150 is a contract for the services of a professional engineer; that the selection was made on the basis of the competence and qualifications of the engineer 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. 0708-150 with Resource Concepts Inc. through December 31, 2009 for a not to exceed cost of \$89,500 to be funded from the Morgan Mill Road Riverbank 275-5017-452-7801 as provided in FY 2007/2008

Staff Summary: On March 15, 2007, the Board of Supervisors incorporated into the adopted United Pathways Master Plan the Carson River Aquatic Trail Plan. This on-river trail planning document was developed by Resource Concepts, Inc. Since that time, the Parks and Recreation Department have been applying for and receiving grants to plan and fund improvements at the Morgan Mill Road River Access Area. To implement these planned improvements, the Parks and Recreation Department and Public Works Department staff consulted Carson City's consultant list for professional services to select Resource Concepts to design this project. As a result of this selection, City staff has negotiated a project scope of work with Resource Concepts to develop construction documents and specifications, assist with environmental testing and permitting, bidding, and construction administration.

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. 0708-150 is a contract for the services of a professional engineer; that the selection was made on the basis of the competence and qualifications of the engineer 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. 0708-150 with Resource Concepts Inc. through December 31, 2009 for a not to exceed cost of \$89,500 to be funded from the Morgan Mill Road Riverbank 275-5017-452-7801 as provided in FY 2007/2008

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 Statue, Code, Policy, Rule or Regulation: NRS 625.530

Fiscal Impact: \$89,500.00

Explanation of Impact: Amount of contract

Funding Source: \$115,000.00 as funded in Morgan Mill Road Riverbank 275-5017-452-7801 as provided in FY 2007/2008

Supporting Material: Contract for Services of Independent Contractor No. 0708-150

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By: Bob Mellor Date: 4/22/08
(Parks & Recreation)
Walter Sullivan Date: 4-22-08
(City Manager)
Melanie Bunkotta Date: 4-22-08
(District Attorney)
Nancy Paulson Date: 4-22-08
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

THIS CONTRACT, made and entered into this 1st day of May, 2008, 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 Resource Concepts Inc. hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing & Contracts Director 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. 0708-150 Professional Services for Morgan Mill River Access Facilities Phase I** are both necessary and in the best interests of **CITY**; and

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

1 **REQUIRED APPROVAL:**

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

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from May 1, 2008 subject to Carson City Board of Supervisors' approval (anticipated to be May 1, 2008) to December 31, 2009, 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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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:

John L. Mc Lain, Principal
Resource Concepts Inc.
340 N. Minnesota St.
Carson City, NV 89703
775-883-1600 / FAX #775-883-1656
john@rci.nv.com

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

Carson City Purchasing & Contracts
Cheryl Adams, Purchasing & Contracts Manager
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30135 / FAX 775-887-2107
CAdams@ci.carson-city.nv.us

4 SCOPE OF WORK:

4.1 **CONSULTANT** shall provide and perform the following services pursuant to "Exhibit A" for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONSULTANT** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

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

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

4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

CONSULTANT is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

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

4.7 Special Terms and Conditions for Engineers, Architects, and Land Surveyors:

4.7.1 Use of CONSULTANT'S Drawings, Specifications & Other Documents:

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

4.7.1.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.7.1.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONSULTANT**.

4.7.2 Cost Accounting and Audits:

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

4.8 CITY Responsibilities:

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

4.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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 & materials and the attached fee schedule for a not to exceed maximum amount of Eighty-Nine Thousand Five Hundred Dollars (\$89,500.00).

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 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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, 2008 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 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,

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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;

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:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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.

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 & Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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 Contract.

13.4.2 Any insurance or self-insurance available to CITY shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, **CONSULTANT** shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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 & 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 & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

13.5.7 Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.5.8 Evidence of Insurance: Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, 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 & 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 & 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 & 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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 & Completed Operations Aggregate

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

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

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

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

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

16 PROFESSIONAL LIABILITY INSURANCE:

16.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

16.2 Retroactive date: Prior to commencement of the performance of this Contract

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

16.4 A certified copy of this policy may be required.

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

17.1 CONSULTANT shall provide workers' compensation insurance as required by Nevada

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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

18 BUSINESS LICENSE:

18.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing & 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 taxes, assessments, fees, premiums, permits, and licenses required by law. 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

of this Contract unenforceable.

22 ASSIGNMENT/DELEGATION:

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

23 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

waiver of any and all claims for damages caused by any release of the records.

25 CONFIDENTIALITY:

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

26 FEDERAL FUNDING:

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

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

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

26.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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

28 GENERAL WARRANTY:

28.1 **CONSULTANT** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

29 PROPER AUTHORITY:

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

30 ARBITRATION:

30.1 Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

31 GOVERNING LAW; JURISDICTION:

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

32 ENTIRE CONTRACT AND MODIFICATION:

32.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

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.

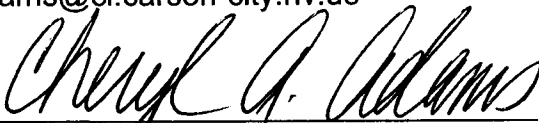
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

33 ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30135
Fax: 775-887-2107
CAdams@ci.carson-city.nv.us

By: 
CHERYL A. ADAMS
Purchasing & Contracts Manager

DATED 4-22-08

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
Deputy District Attorney

DATED 4-22-08

CITY'S ORIGINATING DEPARTMENT

BY: Roger Moellendorf, Parks & Recreation Director
Parks & Recreation Department
3303 Butti Way Building #9
Carson City, NV 89701
Telephone: 775-887-2363 Ext. 1001
Fax: 775-887-2145
RMoellendorf@ci.carson-city.nv.us

By: 
ROGER MOELLENDORF
Parks & Recreation Director

DATED 4/22/08

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

John L. Mc Lain 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: John L. Mc Lain

TITLE: Principal

FIRM: Resource Concepts Inc.

CARSON CITY BUSINESS LICENSE #: 08-00000473

Address: 340 N. Minnesota St.

City: Carson City State: NV Zip Code: 89703

Telephone: 775-883-1600/ Fax #: 775-883-1656

E-mail Address: john@rci-nv.com

John L. Mc Lain
(Signature of CONSULTANT)

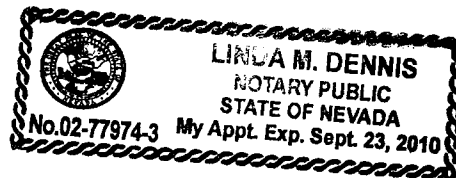
DATED 4/21/08

STATE OF NEVADA)
County of CARSON CITY) ss

Signed and sworn (or affirmed) before me on this 21st day of April, 2008, by John L. Mc Lain.

Linda M. Dennis
(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-150

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 1, 2008 approved the acceptance of **CONTRACT No. 0708-150**. 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

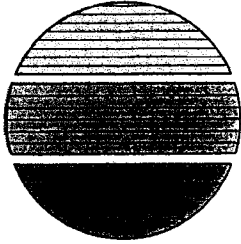
MARV TEIXEIRA, MAYOR

DATED this 1st day of May, 2008.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 1st day of May, 2008.



ENGINEERING • SURVEYING • RESOURCES & ENVIRONMENTAL SERVICES

RESOURCE CONCEPTS, INC.

April 17, 2008

Mr. Vern Krahn, Park Planner
CARSON CITY PARKS & RECREATION DEPARTMENT
3303 Butti Way, Building #9
Carson City, Nevada 89701

*Re: Scope of Work for Professional Services for
Morgan Mill River Access Facilities Phase I, Carson City, Nevada*

Dear Mr. Krahn:

Per our recent discussions with you, we propose to render professional services related to the City's project on the Carson River. As you know, the Morgan Mill site presents special design, permitting, and construction challenges as described below:

- Design for river banks require a high level of expertise as well as an above-average amount of time in preparation of the designs. The designs require special details and technical specifications particular to the Morgan Mill site. Special sites, such as Morgan Mill, require a larger amount of time for design than parking lots, or other standard structures.
- River projects require a high level of effort and coordination with the permitting agencies. Even though Paul Pugsley will be obtaining the Section 404 permit, the Section 401 certification, the Temporary Working in Waterways Permit, and the State of Nevada Division of State Lands Permit, there will be a significant level of necessary coordination with Paul Pugsley and the agencies by Resource Concepts, Inc. (RCI).
- River projects require a higher level of input during the pre-bid process as well as during construction. RCI has seen river projects improperly implemented. It is critical that RCI inspectors, engineers, hydrologists, and revegetation specialists work with the contractor to make sure the river portion of the project is constructed properly.
- Morgan Mill is in a Superfund Site: There is a concern that high mercury concentrations may be discovered in the areas to be graded and a particular concern that the materials that need to be removed from the site could qualify as hazardous materials. At this point, the mercury issue is a wild card. If the mercury test results are low concentrations, then procedures for fill removal will be the same as any other project. If the mercury test

2008-04-17 ltr Krahn BD Carson City Parks BRS-sta-jm L4-44 v2.doc

CARSON CITY OFFICE
340 N. Minnesota Street • Carson City, NV 89703
office: 775-883-1600 • fax: 775-883-1656

www.rci-nv.com

ZEPHYR COVE OFFICE
P.O. Box 11796 • Zephyr Cove, Nevada 89448
office: 775-588-7500 • fax: 775-589-6333

results are high and leach ability is high, then the project design, construction, and possibly permitting will be more complex. We assume in our cost estimate that some contaminated soil will be discovered.

- The project has an extremely aggressive timeline. We have found that fast-track projects often result in higher project costs than more normal-paced projects.

RCI understands that numerous grants were obtained by the City for project design and construction. RCI will provide monthly progress reports to the City for their use and to facilitate project coordination for this project during the aggressive schedule.

Over the past 30 years, RCI has designed many stream, river, and recreation projects. The average costs for design, permitting, construction inspection, geotechnical, etc. is roughly 30% of the total project cost. Our scope, presented below, totals 18% of the total project cost.

The following items of work are general guidelines describing the work required to provide submittal documents for a Special Use Permit, detailed site improvement plans, technical specifications, a drainage report, and related services:

1. SITE CIVIL DESIGN AND PREPARATION OF PLANS:

Site design will include:

- Assist the City staff to determine the preferred design specifics
- Preparation of a site clearing plan
- A site horizontal control plan
- A parking lot striping and signage plan
- An ADA routing plan if determined necessary
- A grading and drainage plan for the parking lot, river bank stabilization, the boat ramp, and Morgan Mill Road improvements if determined necessary by City staff
- A revegetation and planning plan
- Special details for river bank stabilization and revegetation treatments
- A river diversion plan
- Special details for river diversion and Standard details for parking lot improvements
- Preparation of special technical specifications for river work
- Assist City with special conditions
- Calculation of quantities
- Preparation of the bid schedule; and a final engineer's estimate of probable construction costs. The specifications, quantities, measurement and payment descriptions, bid schedule, and engineer's estimate are typically required by City staff preparing the bid packages to go out to bid.

- The elevation of flood flows in the river will be correlated to various flood events so as to determine water surface elevations relative to the locations of new improvements. A technical memo will be provided to the City.
- The design team will coordinate with the Parks Department staff and the permitting coordinator (Paul Pugsley). RCI will provide monthly project status updates with the monthly invoicing, and project status updates. RCI will provide information as requested as the project moves from conceptual layouts to final design, coordinating needs to acquire basic design information, and presentation of information to advisory committees and parks department staff members.
- Two meetings with the Technical Advisory Committee and one meeting with Nevada State Lands are anticipated.

Note per Parks Department staff: A utility plan will not be needed; the City will prepare the special conditions; a full drainage analysis and report will not be necessary because the project is adjacent to the river; meetings other than those listed above and in Task 2 below are not included in this scope.

2. ENVIRONMENTAL TESTING FOR MERCURY:

- A sampling and analysis plan will be prepared identifying the initial locations for collection of site soils to be tested for mercury concentration. This testing plan will be prepared for testing soils prior to final design to determine the potential for mercury contamination above the 300 mg/kg action standard.
- The NDEP suggested 20 sample locations for initial mercury testing. The two samples with the highest mercury contents will be tested for leaching using Total Contaminated Leaching Potential (TCLP) to determine if the mercury-contaminated soil may qualify as a hazardous waste. These samples will be collected at the time that the geotechnical subconsultant is on-site with a backhoe.
- Mercury contaminated soils with less than 80 mg/kg concentrations can be used or disposed of with no restrictions. Mercury contaminated soils with less than 300 mg/kg can be used on site at any depth.
- Mercury contaminated soils with greater than 300 mg/kg concentrations may be used at the Morgan Mill site if it is buried by 24 inches of soil with concentrations less than 300 mg/kg.
- Mercury contaminated soils that fail the TCLP test and need to be shipped off-site must be handled as a hazardous waste. If it is not shipped off-site, it can be buried on-site.
- A more detailed Sampling and Analysis Plan (SAP) will be prepared and submitted to the State of Nevada for approval. This SAP will sample the top two feet of exposed soils at final grade to verify compliance with the 300 mg/kg mercury soil

standard for recreation areas. The NDEP has suggested 15 sample locations for verification testing.

- All results will be provided to park staff with recommendations related to any special requirements for disposal of the soils.
- Special requirements relating to Best Management Practices (BMP) will be noted on the improvement plans and provided to the contractor for inclusion in the contractor's Stormwater Pollution Prevention Plan for their NPDES permit.
- Two meetings with the NDEP are anticipated.

3. CONSTRUCTION:

We assume the construction will require 8 weeks for the river work. The parking area grading and asphalt work will be overseen by the City. Construction services will not include testing services or preparation of change orders.

- RCI will assist the City with responses to contractor's questions during the bidding process, attend the prebid conference, and prepare addenda if determined necessary. This item assumes only one addendum will be required, and if additional addenda are necessary, these will be billed for by time and materials expended.
- During construction, we will be available to respond to questions as needed.
- For all work involving the river bank and ramp, RCI will attend one weekly construction meeting. RCI will provide up to three inspections per week contingent on the work occurring during the week. This assumes 10 hours per week for 8 weeks by a staff engineer with special inspections by a senior engineer.
- The RCI revegetation specialist will work with the City regarding revegetation efforts. This assumes two days of assistance.
- Upon completion of all work, one set of final record drawings will be prepared.

Note per Parks Department staff: the City will prepare the weekly inspection reports and photo documentation; the contractor will provide the construction staking.

4. GEOTECHNICAL:

Black Eagle will provide a geotechnical report per their scope and cost estimate. This information is critical in order to complete the project design. Please note, soils samples will be taken by RCI staff at the time the geotechnical investigations take place to take advantage of the backhoe and operator. The following is pertinent information from their scope of work:

Black Eagle consulting will obtain utility clearance for the entire project area prior to exploration. Exploration of the site would be performed by excavating 3 to 4 backhoe test pits to sufficient depths to adequately reveal subsurface soil and ground water conditions. We anticipate that our exploration will only take 3 to 4 hours to complete. We have budgeted the backhoe and operator for 8 hours so that he will be available to excavate additional mercury sampling test pits for RCI staff. We will make our test pits available to RCI staff as well. Our geotechnical personnel would log all exploration in the field. Test pits would be backfilled immediately after the exploration. Backfill will be loosely placed and the area re-graded to the extent possible with equipment on hand.

Representative samples of each significant soil type / significant soil types would be tested in the laboratory to characterize the foundation soils' index properties, such as moisture content, grain size distribution, and plasticity. Index properties are indicative of the mechanical behavior of the soils.

The results of our research, site exploration, laboratory testing, and engineering analyses would allow formulation of geotechnical recommendations for the design and construction of this project. These recommendations would be summarized in a geotechnical report for this project covering:

- site description and history
- summary of research performed
- summary of site exploration
- summary of laboratory testing
- site and regional geology
- site seismicity
- geologic hazards, including preliminary liquefaction opinion
- seismic design criteria (2006 IBC)
- site soil and ground water information
- corrosion potential
- excavation characteristics
- site preparation/stabilization
- grading
- structural backfill requirements
- cut and fill slopes
- foundation preparation
- allowable bearing capacities
- settlement characteristics
- lateral earth pressures
- coefficient of base friction factors
- aggregate base sections for concrete slabs and boat ramps
- structural section for asphalt concrete
- site drainage
- erosion control
- identification of recognizable construction problems

Note: Geotechnical services may be provided by the City instead of using this subconsultant.

Mr. Vern Krahn, Park Planner
April 17, 2008
Page 6

TIMING AND COORDINATION

The above services are the only services that will be provided under this scope of work. Additional services may be provided if requested but will be extra work and not covered under the cost of these services. RCI requires a fifteen percent mark-up on subconsultants to cover our accounting services.

The schedule is dependent on many other parties and will be subject to the direction of the owner and the timing of others. Work is currently on-going under and extended contract through Hansen Landscape Architects. A meeting with the ACOE on April 24th is included in this on-going work. It is anticipated that a new contract will be approved by the Board of Supervisors on or around May 1, 2008. The goal is to have the design and bid package complete by July 14th.

It is RCI's understanding that the City or other consultant are responsible for the Section 404 permit, Section 401 certification, Temporary Working in Waterways Permit, State of Nevada Division of State Lands permit, and all City permits.

RCI understands that the City will make available to us pertinent existing data and furnish us with full information as to requirements including any special considerations or special services needed.

RCI will invoice the City for services on a monthly basis up to the total amount shown herein. Should the conditions or requirements of the project change causing us to spend additional time, provide additional services, or acquire outside assistance, RCI will so inform the City and stop work until City approval to proceed with the additional work is received.

COST ESTIMATE

Our estimate of fees for the above tasks is as follows.

Task	Cost Estimate \$
1. Site Civil Design And Preparation Of Plans	64,000
2. Environmental Testing For Mercury	10,000
3. Construction	10,110
4. Geotechnical Investigations	5,390
Sub Total	\$ 89,500

This is a cost estimate. Please note that all tasks listed above will be billed monthly on a time and materials and will not be exceeded without prior written authorization from the City.

We are looking forward to working with you and please feel free to call with any questions or concerns.

Sincerely,



John L. McLain, Principal

JLM:sta

*Enclosures: Resource Concepts, Inc. Insurance Coverage Documents
2008 Fee Schedule*

FEE SCHEDULE

		<u>HOURLY BILLING RATE</u>
ENGINEERING SERVICES	Principal Engineer.....	130.00
	Project Manager.....	120.00
	Senior Engineer.....	120.00
	Staff Engineer.....	100.00
	Engineering Intern.....	85.00
	Senior Engineering Technician.....	72.00
	Engineering Technician.....	67.00
SURVEYING SERVICES	Survey Director.....	120.00
	Senior Land Surveyor.....	105.00
	Licensed Land Surveyor.....	95.00
	Survey Party Chief.....	85.00
	Survey Technician.....	80.00
	1-Man Survey Crew ^{1/} (GPS/Robotic Total Station).....	115.00
	2-Man Survey Crew ^{1/} (GPS/Robotic Total Station).....	150.00
WATER RIGHTS	Principal Water Rights Specialist.....	150.00
	Senior Water Rights Specialist.....	125.00
	Water Rights Specialist.....	85.00
	Water Rights Technician.....	65.00
MAPPING SERVICES	Senior GIS Specialist.....	90.00
	GIS Specialist.....	85.00
	GIS Technician.....	65.00
	CAD Specialist.....	85.00
	CAD Technician.....	65.00
PLANNING SERVICES	Senior Planner.....	115.00
	Planner.....	95.00
INSPECTION & TESTING SERVICES	Senior Inspector.....	85.00

^{1/} Includes four wheel drive vehicle, robotic total station, RTK GPS equipment, field data collection system, and 2-way radios for 2-man.

"This confidential information is intended only for the use of Carson City Parks & Recreation Dept. This information should not be distributed without the written authorization of Resource Concepts, Inc."

Effective: January 2008

CARSON CITY OFFICE

340 North Minnesota St. + Carson City, NV 89703-4152
office: 775-883-1600 + fax: 775-883-1656

ZEPHYR COVE OFFICE

212 Elks Point Rd., Ste 443 + PO Box 11796 + Zephyr Cove, NV 89448
office: 775-588-7500 + fax: 775-589-6333

www.rci-nv.com



FEE SCHEDULE

		HOURLY BILLING RATE
RESOURCE SERVICES	Principal Resource Specialist.....	130.00
	Resource Project Manager.....	120.00
	Senior Resource Specialist.....	105.00
	Resource Specialist.....	95.00
	Senior Resource Technician.....	75.00
	Resource Intern.....	70.00
	Resource Technician.....	65.00
	Wetlands Specialist.....	100.00
	Field Biologist.....	90.00
	Senior Biologist.....	105.00
	Fluvial Geomorphologist.....	110.00
	Forester.....	80.00
	Professional Forester.....	100.00
	RANGE SERVICES	Principal Range Specialist.....
Range Conservationist.....		80.00
Senior Range Specialist.....		90.00
ENVIRONMENTAL SERVICES	Principal Environmental Specialist.....	130.00
	Environmental Manager.....	120.00
	Environmental Project Manager.....	115.00
	Senior Environmental Specialist.....	105.00
	Environmental Engineer.....	120.00
	Environmental Specialist.....	90.00
	Senior Environmental Technician.....	70.00
	Environmental Technician.....	65.00
	Water Quality Technician.....	70.00
ENVIRONMENTAL EQUIPMENT		
	GPS (hand unit).....	50.00/day
	Bailers (disposable).....	10.00/each
	pH/Temp/Conductivity/Meter/Filter.....	25.00/day
	Health/Safety Equipment.....	Cost Plus 15%
	Hand Held Portable Auger.....	15.00/day

*"This confidential information is intended only for the use of Carson City Parks & Recreation Dept.
This information should not be distributed without the written authorization of Resource Concepts, Inc."*

Effective: January 2008



CARSON CITY OFFICE

340 North Minnesota St. + Carson City, NV 89703-4152
office: 775-883-1600 + fax: 775-883-1656

ZEPHYR COVE OFFICE

212 Elks Point Rd., Ste 443 + PO Box 11796 + Zephyr Cove, NV 89448
office: 775-588-7500 + fax: 775-589-6333

www.rci-nv.com

FEE SCHEDULE

	HOURLY BILLING RATE
ADMINISTRATIVE SERVICES	Accounting Manager90.00
	Computer Technician75.00
	Accounting Staff65.00
	Desk Top Publishing.....70.00
	Word Processor.....65.00
	Secretary.....55.00
	Technical Aide II40.00
	Technical Aide35.00
	Mileage: (4-Wheel Drive)..... 65¢/mile
	(Sedan) 55¢/mile
	(ATV Use) 100.00/day
	Per diem: (In State)..... 39.00/day plus lodging
	(Out of State)..... 39.00/day plus lodging
	Copies 10¢/each
	Color Copies (8½ x 11 or 8½ x 14) 25¢/each
	Plots 11 x 17 20¢/each
	Color Plots 11 x 17..... 50¢/each
	Large Document Copies (24 x 36)..... 3.00/each
	Color Large Document Copies (24 x 36) 5.00/each
	Large Document Mylars (24 x 36)..... 8.00/each
	Other Reimbursable Expenses..... Cost Plus 15%
	Consultants/Contractors..... Cost Plus 15%
	► Preparation for and Expert Witness Testimony will be billed at an adjusted rate established on a case by case basis with the client.

Invoices are due upon presentation, and are past due after 30 days. A finance charge of 1½ % per month or the maximum rate allowed by law will be charged on outstanding balances over 30 days.

"This confidential information is intended only for the use of Carson City Parks & Recreation Dept. This information should not be distributed without the written authorization of Resource Concepts, Inc."

Effective: January 2008



CARSON CITY OFFICE
340 North Minnesota St. + Carson City, NV 89703-4152
office: 775-883-1600 + fax: 775-883-1656

ZEPHYR COVE OFFICE
212 Elks Point Rd., Ste 443 + PO Box 11796 + Zephyr Cove, NV 89448
office: 775-588-7500 + fax: 775-589-6333

www.rci-nv.com