

**City of Carson City
Agenda Report**

Date Submitted: December 2, 2010

Agenda Date Requested: December 16, 2010

Time Requested: 5 minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: Action to accept Public Works recommendation to approve Amendment No. 2 to Contract No. 0910-129 with Carollo Engineers titled "Engineering Services for the Wastewater Reclamation Plant - Phase 1 - North Lift Pump Station Improvements" to expand the scope of work and increase the contract amount for a not to exceed amount of \$254,675.00 to be funded from the Sewer Capital Fund Account WWTP No. Lift Station Upgrade as provided in FY 2009/2010 and FY 2010/2011. *(Sandy Scott-Fisher)*

Staff Summary: On January 7, 2010, the Carson City Board of Supervisors approved the above listed contract in the amount of \$195,775.00 for preliminary design, and on July 15, 2010, the Carson City Board of Supervisors approved Amendment No. 1 in the amount of \$123,554.00. This request is to amend the contract in an amount not to exceed \$254,675.00 in order to provide overview of design intent, interpretation of the plans and specifications, and support of the City's Construction Management staff for the Wastewater Reclamation Plant – Phase 1 North Lift Station Improvement project.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept Public Works recommendation to approve Amendment No. 2 to Contract No. 0910-129 with Carollo Engineers titled "Engineering Services for the Wastewater Reclamation Plant - Phase 1 - North Lift Pump Station Improvements" to expand the scope of work and increase the contract amount for a not to exceed amount of \$254,675.00 to be funded from the Sewer Capital Fund Account WWTP No. Lift Station Upgrade 515-0000-434-79-85 as provided in FY 2009/2010 and FY 2010/2011. *(Sandy Scott-Fisher)*

Explanation for Recommended Board Action: Staff recommends amending contract 0910-129 with Carollo Engineers to provide overview of design intent, interpretation of the plans and specifications, and support of the City's Construction Management staff for the Wastewater Reclamation Plant – Phase 1 North Lift Station Improvement project.

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

Fiscal Impact: Not exceed an additional \$254,675.00 for a total of \$574,004.00.

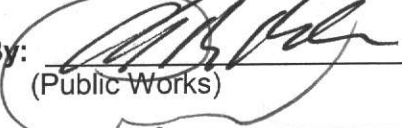
Explanation of Impact: If approved the below referenced account could be decreased by an additional \$254,675.00.

Funding Source: Sewer Capital Fund – WWTP No. Lift Station Upgrade 515-0000-434-79-85

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contract Amendment No. 2, Exhibit A, B, and C

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

Reviewed By:  _____ Date: 12-6-10
(Public Works)

(City Manager) _____ Date: 12/2/10

(District Attorney) _____ Date: 12/6/10

(Finance Director) _____ Date: 12/7/10

Board Action Taken:

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

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0910-129
Engineering Services for the Wastewater Reclamation Plant - Phase 1 -
North Lift Pump Station Improvements**

THIS AMENDMENT is made and entered into this 16th day of December, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and **Carollo Engineers**, hereinafter referred to as the "**CONSULTANT**", and is made to amend the existing contract known as **CONTRACT # 0910-129**.

WITNESSETH:

WHEREAS, during the performance of **CONSULTANT'S** duties pursuant to **CONTRACT # 0910-129** the **CITY** requested additional tasks of the **CONSULTANT** that were not within the original **Scope of Work** of the **CONTRACT**; and

WHEREAS, the **CITY** and **CONSULTANT** desire to amend **CONTRACT** to provide **CONSULTANT** authorization to perform the additional work and to compensate **CONSULTANT** for the additional work; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONSULTANT**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONSULTANT**, by and through their respective authorized representatives hereby agree to:

1. Amend Paragraph 2.1 **CONTRACT TERM** of **CONTRACT 0910-129** to provide in its entirety as follows:

This contract will be in effect from January 7, 2010, subject to Carson City Board of Supervisors' approval (anticipated to be January 7, 2010) to January 7, 2012, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

2. Amend Paragraph 4.1 **SCOPE OF WORK** of **CONTRACT # 0910-129** to provide in its entirety as follows:

CONSULTANT shall provide and perform the following services as set forth in **Exhibit A** to this agreement, **Exhibit B** to Contract Amendment No. 1, and **Exhibit C** to this Contract Amendment No. 2 to **CONTRACT # 0910-129** attached hereto and incorporated herein by reference for and on behalf of **CITY** herein referenced as "**Services.**"

3. Amend Paragraph 5.1 of **CONTRACT # 0910-129** to provide in its entirety as follows:

City agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of Five Hundred Seventy-Four Thousand, Four Dollars and No Cents (\$574,004.00), which is an increase to the contract amount by Two Hundred Fifty-Four Thousand, Six Hundred Seventy-Five Dollars and No Cents (\$254,675.00).

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0910-129
Engineering Services for the Wastewater Reclamation Plant - Phase 1 -
North Lift Pump Station Improvements**

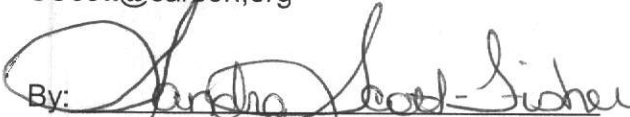
IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

Finance Director
Attn: Sandy Scott-Fisher, Purchasing &
Contracts Coordinator
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@carson.org

By: 
SANDY SCOTT-FISHER

DATED 12/6/10

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 12/6/10

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355 Ext. 7367
Fax: 775-887-2164
ABurnham@carson.org

By: 

DATED 12-6-10

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0910-129
Engineering Services for the Wastewater Reclamation Plant - Phase 1 -
North Lift Pump Station Improvements**

Eric Leveque, P.E. deposes and says: That he is the **CONSULTANT** or authorized agent of the **CONSULTANT**; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

CONSULTANT

BY: Eric Leveque, P.E.

TITLE: Partner

FIRM: Carollo Engineers

CARSON CITY BUSINESS LICENSE #: 10-00009702

Address: 1325 Airmotive Way, Suite 1751

City: Reno **State:** Nevada **Zip Code:** 89502

Telephone: (775) 324-4427/ **Fax #:** (775) 624-5128

E-mail Address: ELeveque@carollo.com

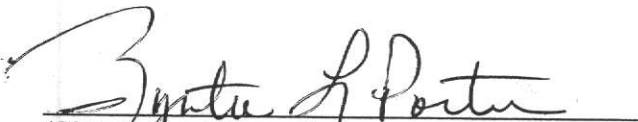


(Signature of **CONSULTANT**)

DATED December 3, 2010

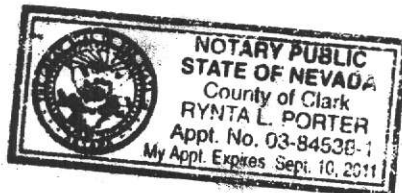
STATE OF NEVADA)
County of CLARK) ss

Signed and sworn (or affirmed) before me on this 3rd day of December, 2010, by Eric Leveque.



(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0910-129
Engineering Services for the Wastewater Reclamation Plant - Phase 1 -
North Lift Pump Station Improvements**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 16, 2010 approved the acceptance of **CONTRACT No. 0910-129**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 16th day of December, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of December, 2010.

EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 2009 - XXX

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EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 2009 - XXX

BACKGROUND

In May 2003, Carollo Engineers (CONSULTANT) completed the "Wastewater Reclamation Plant Design Report" (Design Report). The Design Report recommended a Phase I project that began design in July 2003. In August 2003, Carson City (CITY) received a letter from the Nevada Division of Environmental Protection (NDEP) with comments regarding the Design Report. In their letter, NDEP requested the CITY re-evaluate secondary treatment options to reduce effluent nitrogen. In addition, subsequent discussions with NDEP resulted in direction from NDEP to control leakage at the Brunswick Reservoir. Based on this direction, the CITY began evaluating reuse system facilities affected by lining the Brunswick Reservoir, modifications to the secondary treatment processes originally planned in the Phase I design, and the possibility of permitting the flows that are discharged from the Brunswick Reservoir. On February 24, 2009, the CITY received notification from NDEP that their application for a permit to discharge treated effluent stored in Brunswick Reservoir which undergoes further treatment via soil transport into the Carson River was approved. In the interim, while future impacts to the treatment process are considered based on the new discharge permit, improvements to the North Lift Pump Station and influent flow conveyance need to be provided to address maintenance concerns. Improvements to the existing treatment facilities include:

- Re-configure/Upgrade the North Lift Pump Station
- Provide improvements to the Headworks Facility
- Provide additional aeration capacity to the existing aerated ponds

PURPOSE

The purpose of this Exhibit A is to establish the Scope of Work, the Time of Performance, and the Budget Estimate for Detailed Design for the Phase I - North Lift Pump Station Improvements Project. A Drawing List is included as Attachment 3 and provides the basis for the Scope of Work, Time of Performance, and the Budget Estimate.

SCOPE OF WORK

This Scope of Work identifies the tasks to complete Detailed Design for the Phase I - North Lift Pump Station Improvements Project.

PART 1 - DETAILED DESIGN SERVICES

The intent of Detailed Design is to prepare a 90 percent set of plans, technical specifications, and documents based on the design concepts and criteria developed as a result of discussions with NDEP and the CITY. The deliverables associated with this work will be final contract documents, suitable for obtaining bids from qualified Construction Contractors.

Task 1 - Prepare Plans and Specifications

- A. CONSULTANT will prepare a 90 percent set of plans and specifications to receive bids and construct the Phase I - North Lift Pump Station Improvements Project as recommended in the Design Report Update and as directed by the CITY. The design will include elements as identified in the Drawing List (Attachment 3 to Exhibit A).
- B. CONSULTANT will prepare plans and specifications in accordance with the standard of care for public works construction. The facilities will be designed in accordance with the latest editions of the pertinent codes and regulations, as adopted by the CITY, or as agreed to by the CITY and CONSULTANT at the beginning of the Detailed Design effort.
- C. CONSULTANT will prepare plans on 22-inch by 34-inch format, using AutoCAD software, and the CITY's standard border. A reproducible mylar set and electronic files of the plan sheets will be provided to the CITY on completion of design.
- D. CONSULTANT will submit five (5) half-size sets of progress plans and technical specifications to the CITY for review and comment at the 90 percent complete stage of design. The intent of this submittal is to obtain review comments from the CITY's staff. The CONSULTANT will respond to all written comments and incorporate comments where appropriate.
- E. Specifications will be prepared using CONSULTANT's standard CSI format and will incorporate CITY's standard legal and administrative special provisions, as required. Specifications will be prepared using Microsoft Word and all specifications will be provided to the CITY in electronic format on completion of the design.

Task 2 – Subconsultant Management

CONSULTANT will secure the services of subconsultants to provide the following:

- Kleinfelder update and supplement information presented in the geotechnical report prepared during the original contract and will provide an updated seismic investigation to conform with the IBC.

Task 3 – Update Electrical Power Study

CONSULTANT will update the plant-wide electrical power system study for the new electrical loads that will include modeling the existing and proposed electrical system and equipment using

the Electrical Transient Analyzer Program (ETAP). CONSULTANT will calculate short circuit currents and verify that the existing equipment short circuit ratings are acceptable and can provide safe operation to protect the system. CONSULTANT will also calculate the electrical load flow to verify that existing equipment has sufficient capacity and that excessive voltage drops do not occur which could impair proper operation of electrical equipment. CONSULTANT will make recommendations for possible re-alignment of electrical loads between the existing two transformers to better balance existing and future power requirements and/or upgrading transformers. CONSULTANT will coordinate this effort with Sierra Pacific Power Company.

Task 4 - Project Meetings

CONSULTANT will conduct project workshops (Interim Design and 90 Percent Submittal) and attend meetings with NDEP, Board of Supervisors, and City staff, as requested, to present information regarding the project elements.

Task 5 – Support Material for Permit Applications

CONSULTANT will provide services to assist the CITY with obtaining permits and approvals from the Carson City Building Department and the Nevada Division of Environmental Protection (NDEP). Services will consist of up to two meetings with each agency and preparation of information that will be provided to the CITY for submittal. Air dispersion modeling and air quality permit application preparation are not included.

Task 6 - Construction Cost Estimate

CONSULTANT will prepare and submit an estimate of the most probable cost for construction at the 100 percent design stage. CONSULTANT will update the final cost estimate as final details and addenda warrant.

DELIVERABLES

- Revised Geotechnical Report: One (1) reproducible set and five (5) copies.
- Progress Plan Sets (half size) and Specifications: Five (5) copies
- Project Meeting Minutes: One (1) copy to each attendee.
- Project Cost Estimate: One (1) copy.

SERVICES NOT INCLUDED

- Any involvement with hazardous waste including detection, evaluation, management, and clean-up
- Permits and permit fees
- Responding to bid protests

ATTACHMENT 1

PAYMENT PROVISIONS

**ATTACHMENT 1
TO
EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 2009 - XXX**

PAYMENT

A budget of \$195,775 is hereby established for CONSULTANT's services under this Exhibit unless amended as a result of scope of services or schedule changes.

Compensation for services shall be based on a lump sum for the scope of services described in Exhibit A. Services will be billed monthly on a percent complete basis. Costs to be paid are comprised of the following:

A. Direct Labor

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

B. Indirect Costs

As a portion of the total compensation to be paid to CONSULTANT, CITY shall pay to CONSULTANT, for indirect costs (overhead), a sum equal to 185 percent of direct labor incurred by CONSULTANT for the preceding billing period.

C. Other Direct Costs

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

1. Living and traveling expenses of employees when away from home office on business connected with work.
2. Automobile expenses at \$0.55 per mile for project meetings.
3. Identifiable reproduction costs applicable to the work for printing and binding review plans and specifications.
4. Project equipment communication expenses at \$9.00 per direct labor hour.

5. Subconsultant costs, at actual cost.
6. Other direct expenses incurred by CONSULTANT in his prosecution of the work, and as authorized by the CITY.

D. Fixed Professional Fee

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

E. Cost Ceiling

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

Total Lump Sum Cost Ceiling \$195,775

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

F. Evaluation of Cost Ceiling and Maximum Agreement Ceiling

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

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

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

ATTACHMENT 2
LABOR HOURS AND BUDGET ESTIMATE

INSERT "LABOR HOURS AND BUDGET ESTIMATE" HERE

ATTACHMENT 3

DRAWING LIST

INSERT "REVISED DRAWING LIST" HERE

**EXHIBIT B
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
AMENDMENT NO.1
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 0910-129**

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- Task 4 – Project Meetings
- Task 5 – Construction Cost Estimate

PART 2 – BID PERIOD ASSISTANCE

- Task 1 – Response to Bid Period Questions
- Task 2 – Pre-bid Conference
- Task 3 – Addenda

PART 3 – SUPPLEMENTAL SERVICES

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ATTACHMENT 2 – LABOR HOURS AND BUDGET ESTIMATE

ATTACHMENT 3 – DRAWING LIST

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**EXHIBIT B
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
AMENDMENT NO.1
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 0910-129**

BACKGROUND

In May 2003, Carollo Engineers (CONSULTANT) completed the "Wastewater Reclamation Plant Design Report" (Design Report). The Design Report recommended a Phase I project that began design in July 2003. In August 2003, Carson City (CITY) received a letter from the Nevada Division of Environmental Protection (NDEP) with comments regarding the Design Report. In their letter, NDEP requested the CITY re-evaluate secondary treatment options to reduce effluent nitrogen. In addition, subsequent discussions with NDEP resulted in direction from NDEP to control leakage at the Brunswick Reservoir.

Based on this direction, the CITY began evaluating reuse system facilities affected by lining the Brunswick Reservoir, modifications to the secondary treatment processes originally planned in the Phase I design, and the possibility of permitting the flows that are discharged from the Brunswick Reservoir.

On February 24, 2009, the CITY received notification from NDEP that their application for a permit to discharge treated effluent stored in Brunswick Reservoir, that undergoes further treatment via soil transport into the Carson River, was approved. In the interim, while future impacts to the treatment process are considered based on the new discharge permit, improvements to the North Lift Pump Station and influent flow conveyance need to be provided to address maintenance concerns. Improvements to the existing treatment facilities include re-configuring/upgrading the North Lift Pump Station

The project is currently at the 90 percent complete stage. This amendment will provide for engineering activities to complete the final design and provide bid period services.

PURPOSE

The purpose of this Exhibit A is to establish the Scope of Work, the Time of Performance, and the Budget Estimate for Detailed Design and Bid Period Assistance for the Phase I - North Lift Pump Station Improvements Project. A Drawing List is included as Attachment 3 and provides the basis for the Detailed Design Scope of Work. In addition, the Time of Performance, Budget Estimate, and Preliminary Project Schedule are included.

SCOPE OF WORK

This Scope of Work identifies the tasks to complete Detailed Design and Bid Period Assistance for the Phase I - North Lift Pump Station Improvements Project.

PART 1 - DETAILED DESIGN SERVICES

The intent of Detailed Design Services is to prepare a complete set of plans, technical specifications, and documents based on the design concepts and criteria developed as a result of discussions with NDEP and the CITY. The deliverables associated with this work will be final contract documents, suitable for obtaining bids from qualified Construction Contractors.

Task 1 – Project Management

The CONSULTANT will be responsible for the management of all services provided by CONSULTANT to CITY. This management is to extend across all phases and parts of the project. The CONSULTANT's Project Manager will monitor, report and coordinate efforts with the CITY's Project Manager.

Task 2 - Prepare Plans and Specifications

- A. CONSULTANT will prepare a complete set of plans and specifications to receive bids and construct the Phase I - North Lift Pump Station Improvements Project as recommended in the Design Report Update and as directed by the CITY. The design will include elements as identified in the Drawing List (Attachment 3 to Exhibit A).
- B. CONSULTANT will prepare plans and specifications in accordance with the standard of care for public works construction. The facilities will be designed in accordance with the latest editions of the pertinent codes and regulations, as adopted by the CITY, or as agreed to by the CITY and CONSULTANT at the beginning of the Detailed Design effort.
- C. CONSULTANT will prepare plans on 22-inch by 34-inch format, using AutoCAD 2004 software, and the CITY's standard border. A reproducible mylar set and electronic files of the plan sheets, in PDF format, will be provided to the CITY on completion of design.
- D. CONSULTANT will submit five (5) half-size sets of progress plans and technical specifications to the CITY for review and comment at the 100 percent complete stage of design. The intent of this submittal is to obtain review comments from the CITY's staff. The CONSULTANT will respond to all written comments and incorporate comments where appropriate.
- E. Specifications will be prepared using CONSULTANT's standard CSI Master Format 1994 format and will incorporate CITY's standard legal and administrative special provisions, as required. Specifications will be prepared using Microsoft Word 2003 and all specifications will be provided to the CITY in electronic PDF format on completion of the design.

Task 3 – Subconsultant Management

CONSULTANT will secure the services of the following subconsultant to provide the following:

- Kleinfelder will update and supplement information presented in the geotechnical report prepared during the original contract and will provide an updated seismic investigation to conform with the International Building Code (IBC).

Task 4 - Project Meetings

CONSULTANT will conduct a 100 Percent Submittal project workshop and attend meetings with NDEP and City staff, as requested, to present information regarding the project elements.

Task 5 - Construction Cost Estimate

CONSULTANT will prepare and submit an estimate of the most probable cost for construction at the 100 percent design stage. CONSULTANT will update the final cost estimate as final details and addenda warrant.

June 2010

PART 2 – BID PERIOD ASSISTANCE

The intent of the Bid Period Services phase of this project is to provide engineering services to the CITY to advertise, obtain bids, and award a contract to a construction Contractor. The CONSULTANT will assist the CITY in technical aspects of bidding and award. Specific services to be provided are as follows.

Task 1 - Response to Bid Period Questions

CONSULTANT will answer questions and provide overall support to the CITY during the bidding period. All questions will be documented and answered in writing on a standard Project Information Request Form. These forms will be forwarded to the CITY for review and will be forwarded to all parties on the Plan Holders List.

Task 2 – Pre-bid Conference

CONSULTANT will assist the CITY in the preparation of an agenda and attend a pre-bid conference. The notice for the pre-bid conference will be included in the Contract Documents. Following the conference, the CONSULTANT will prepare minutes of the meeting. The meeting minutes will be forwarded to the CITY, for review and approval, prior to distribution. CONSULTANT will make meeting minutes available to the CITY for distribution to prospective bidders.

Task 3 – Addenda

CONSULTANT will prepare addenda to the Contract Documents for issue during the bidding period. For budget purposes, preparation of one (1) addendum is included. CONSULTANT will make addenda available to the CITY for distribution to prospective bidders.

PART 3 - SUPPLEMENTAL SERVICES

Upon written approval of the CITY, the CONSULTANT will provide additional services that may be required during completion of the project, but not included under the Basic Services of this Agreement, and outside the budgetary limits of this Agreement. Prior to beginning work on any supplemental services tasks, the CONSULTANT will review the scope of work, budget estimate and time of performance for each task with the CITY. Upon approval of the scope and budget by the CITY, the CITY will issue a notice to proceed with work.

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

- a. Preparation of plans and specifications for additional project elements
- b. Preparation of additional addenda
- c. Bid protests
- d. Additional attendance at meetings and workshops
- e. Other unforeseen services, as required.

DELIVERABLES

- Revised Geotechnical Report: One (1) hard copy
- 100 Percent Progress Plan Sets: One (1) full-size set, Five (5) half-size sets, five (5) sets of technical specifications, (1) CD containing plans and specifications.
- Bidding Documents: One compact disk (or DVD) that includes sealed and signed electronic files for the plans and specifications in PDF format.
- Project Meeting Minutes: One (1) copy to each attendee.
- Project Cost Estimate: One (1) copy.

SERVICES NOT INCLUDED

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

TIME OF PERFORMANCE

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

<u>Item</u>	<u>Approximate Dates Following Authorization to Proceed</u>
1. Notice to Proceed	July 2010
2. Deliver 100 Percent Design Review Submittal	August 2010
3. Deliver Final Contract Documents	October 2010

CONSULTANT and CITY mutually agree that they will work earnestly toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedules, it is understood that both the CITY and CONSULTANT will develop a revised schedule and budget limit, if required, to address scope changes, delays by the CITY or other problems. It is understood that the CONSULTANT must proceed with the work during the review period in order to complete the work on schedule. Impacts from CITY comments which are received more than 14 days after the submittal or comments which require extensive rework may impact the schedule and budget and may be considered a change in scope.

BUDGET ESTIMATE

A budget estimate has been prepared based on Payment Provisions defined in Attachment 1. The Labor Hour and Budget Estimate is presented in Attachment 2. The budget for this Scope of Work assumes that all work will be completed by December 31, 2010. Should the project be delayed beyond this time for any reason, the CONSULTANT reserves the right to renegotiate the agreement to cover actual cost increases.

June 2010

ATTACHMENT 1

PAYMENT PROVISIONS

**ATTACHMENT 1
TO
EXHIBIT B
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
AMENDMENT NO.1
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 0910-129**

PAYMENT

A budget of \$123,554 is hereby established for CONSULTANT's services under this Exhibit unless amended as a result of scope of services or schedule changes.

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

A. Direct Labor

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

B. Indirect Costs

As a portion of the total compensation to be paid to CONSULTANT, CITY shall pay to CONSULTANT, for indirect costs (overhead), a sum equal to 190 percent of direct labor incurred by CONSULTANT for the preceding billing period.

C. Other Direct Costs

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

2. Living and traveling expenses of employees when away from home office on business connected with work.
3. Automobile expenses at \$0.55 per mile for project meetings.
4. Identifiable reproduction costs applicable to the work for printing and binding review plans and specifications.
5. Subconsultant costs, at actual cost.

6. Other direct expenses incurred by CONSULTANT in his prosecution of the work, and as authorized by the CITY.

D. Fixed Professional Fee

As a portion of the total compensation to be paid to the CONSULTANT, the CITY shall pay a professional fee for services rendered by CONSULTANT and covered by this Agreement. The professional fee shall be 10 percent of direct and indirect labor cost based on direct and indirect labor costs for that month.

E. Cost Ceiling

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

Total Cost Ceiling	<u>\$123,554</u>
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The budget estimate in Attachment 2 is generally acknowledged to reflect the Scope of Work. Budgets for individual tasks are shown for estimating purposes only and are not limiting for each task. Labor hours and costs may be re-allocated within the tasks without renegotiations in such a manner so as not to exceed the total lump sum cost ceiling price.

F. Evaluation of Cost Ceiling and Maximum Agreement Ceiling

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

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

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

ATTACHMENT 2
LABOR HOURS AND BUDGET ESTIMATE

ATTACHMENT 2 to EXHIBIT B
CITY OF CARSON CITY, NEVADA
WASTEWATER RECLAMATION PLANT PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS PROJECT
CONTRACT NO. 0910-129
AMENDMENT NO.1
LABOR HOUR AND BUDGET ESTIMATE

Description	Category(1)										TOTAL	
	Senior Professional	Lead Professional	Project Professional	Assistant Professional	Senior Technician	Technician	Support Staff	Staff	Technician	Staff		
Part 1 - Detailed Design Services												
Task 1 - Project Management	10	20	40	0	0	0	0	10	0	0	10	80
Task 2 - Prepare Plans & Specifications	4	12	20	80	80	60	60	40	60	60	40	356
Task 3 - Subconsultant Management	2	8	0	0	0	0	0	0	0	0	0	10
Task 4 - Project Meetings	8	8	8	0	0	0	0	8	0	0	8	32
Task 5 - Construction Cost Estimate	2	0	32	0	0	0	0	8	0	0	8	42
Total Labor Hours	26	48	100	80	80	60	60	66	60	60	66	440
Direct Rate	\$ 69.00	\$ 65.00	\$ 58.00	\$ 51.00	\$ 40.00	\$ 44.00	\$ 29.00	\$ 26.00	\$ 40.00	\$ 3,200	\$ 1,740	\$ 24,090
Direct Labor Cost	\$ 1,794	\$ 3,120	\$ 5,800	\$ 4,080	\$ 3,200	\$ 2,640	\$ 1,740	\$ 1,716	\$ 3,200	\$ 1,740	\$ 1,716	\$ 45,771
Overhead at 190%												
Total Labor Cost												\$ 69,861
Other Direct Costs												
Travel and Subsistence											\$ 1,000	\$ 1,500
Reproduction											\$ 500	\$ 1,500
Subconsultants												
Kleinfelder												\$ 10,000
Fixed Fee (10% of Net Labor Cost)												\$ 10,000
TOTAL COST												\$ 6,986
												\$ 88,347

ATTACHMENT 2 to EXHIBIT B
CITY OF CARSON CITY, NEVADA
WASTEWATER RECLAMATION PLANT PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS PROJECT
CONTRACT NO. 0910-129
AMENDMENT NO.1
LABOR HOUR AND BUDGET ESTIMATE

Description	Category(1)										TOTAL
	Senior Professional	Lead Project Professional	Project Professional	Project Professional	Assistant Professional	Senior Technician	Technician	Technician	Support Staff	Staff	
Part 2 - Bid Period Assistance											
Task 1 - Response to Bid Questions	4	8	8	40	0	0	0	0	0	24	76
Task 2 - Prebid Conference	8	8	0	0	0	0	0	0	0	8	24
Task 3 - Addenda	4	16	40	40	0	0	40	0	0	24	124
Total Labor Hours	16	32	80	80	0	0	40	0	0	56	224
Direct Rate	\$ 69.00	\$ 65.00	\$ 58.00	\$ 51.00	\$ 44.00	\$ 40.00	\$ 29.00	\$ 26.00	\$ 1,456	\$ 10,880	\$ 20,672
Direct Labor Cost	\$ 1,104	\$ 2,080	\$ 4,640	\$ -	\$ -	\$ 1,600	\$ -	\$ -	\$ -	\$ 1,456	\$ 20,672
Overhead at 190%											
Total Labor Cost											\$ 31,552
Other Direct Costs											
Travel and Subsistence									\$ -	\$ -	\$ 500
Reproduction									\$ -	\$ -	\$ -
Subconsultants											
Fixed Fee (10% of Net Labor Cost)											\$ 3,155
TOTAL COST											\$ 35,207

ATTACHMENT 3
DRAWING LIST

**ATTACHMENT 3 TO EXHIBIT B
CITY OF CARSON CITY, NEVADA**

Wastewater Reclamation Plant

Phase 1 - North Lift Pump Station Improvements Project

Preliminary Drawing List

General Drawings

- 1 G-1 Title Sheet
- 2 G-2 Location Map & Sheet Index
- 3 G-3 Overall Site Plan, Vertical & Horizontal Control
- 4 G-4 Overall Process Schematic & Design Criteria
- 5 G-5 Hydraulic Profile
- 6 G-6 Abbreviations
- 7 G-7 Legends & Symbols
- 8 G-8 Access, Staging, and Shoring Plan

Civil Drawings

- 9 C-1 Civil Notes
- 10 C-2 Site Drawings Key Sheet
- 11 C-3 Demolition Plan - Area A
- 12 C-4 Paving & Grading Plan - Area A
- 13 C-5 Paving & Grading Details
- 14 C-6 Yard Piping Plan - Area A
- 15 C-7 Yard Piping Plan - Area B
- 16 C-8 Bypass Piping Corridor
- 17 C-9 Piping Profile - 24 and 42-inch Raw Wastewater
- 18 C-10 5th Street Influent Structure
- 19 C-11 North Lift Meter Vault
- 20 C-12 Miscellaneous Details
- 21 C-13 Miscellaneous Details

Structural Drawings

- 22 S-1 Structural Notes
- 23 S-2 North Lift Pump Station Modifications - Foundation Plan
- 24 S-3 North Lift Pump Station Modifications - Top Plan
- 25 S-4 North Lift Pump Station Modifications - Major Section
- 26 S-5 North Lift Pump Station Modification - Sections & Details
- 27 S-6 North Lift Pump Station Modification - Sections & Details

Process Drawings

- 28 P-1 Process Notes
- 29 P-2 Process & Mechanical Symbols
- 30 P-3 North Lift Pump Station - Demolition
- 31 P-4 North Lift Pump Station Modifications - Plans & Sections
- 32 P-5 North Lift Pump Station Modifications - Major Section

Electrical Drawings

- 33 E-1 Electrical Legend & General Notes
- 34 E-2 Electrical Site Plan
- 35 E-3 Electrical Site Plan - Area C
- 36 E-4 Electrical Site Plan - Area E
- 37 E-5 Area Classifications
- 38 E-6 Single Line Diagram - MCC PSB
- 39 E-7 Single Line Diagram - MCC- NLPS
- 40 E-8 MCC Elevations and NLPS Power Center Plan
- 41 E-9 Schematics
- 42 E-10 Duct Bank Sections
- 43 E-11 North Lift Pump Station Plan - Power, Grounding & Lighting
- 44 E-12 Panelboard Schedules
- 45 E-13 Raceway Schedules

Instrumentation Drawings

- 46 N-1 Instrumentation & Control Legend, Notes and Abbreviations
- 47 N-2 Symbols
- 48 N-3 SCADA Network Diagram
- 49 N-4 North Lift Pump Station Screenings P&ID
- 50 N-5 North Lift Pump Station P&ID

ATTACHMENT 4
PRELIMINARY PROJECT SCHEDULE

City of Carson City, Nevada
Wastewater Reclamation Plant Phase I North Lift Pump Station Improvements
Amendment No. 1

Carson City Contract No.0910-129
Preliminary Project Schedule

ID	Task Name	Start	Finish	Jun '10	Jul '10	Aug '10	Oct '10	Nov '10	Dec '10	Jan '11	Feb '11	Mar '11	Apr '11	May '11	Jun '11
1	PART 1 - DETAILED DESIGN														
2	Notice to Proceed	Fri 7/16/10	Fri 10/15/10												
3	Task 1 - Project Management	Fri 7/16/10	Fri 7/16/10												
4	Task 2 - Prepare Plans and Specifications	Sat 12/1/07	Wed 4/2/08												
5	100% Progress Submittal	Tue 8/31/10	Tue 8/31/10												
6	Submit Final Contract Documents	Fri 10/15/10	Fri 10/15/10												
7	Task 3 - Subconsultant Management	Thu 6/15/06	Thu 9/21/06												
8	Submit Final Revised Geotechnical Report	Tue 8/31/10	Tue 8/31/10												
9	Task 4 - Project Meetings	Fri 12/21/07	Fri 3/14/08												
10	100% Progress Submittal Workshop	Tue 9/14/10	Tue 9/14/10												
11	Task 5 - Construction Cost Estimate	Mon 10/1/07	Wed 4/2/08												
12	Submit 100% Construction Cost Estimate	Tue 8/31/10	Tue 8/31/10												
13															
14	PART 2 - BID PERIOD SERVICES														
15	Advertise Project	Mon 10/18/10	Tue 11/16/10												
16	Respond to Bid Period Questions	Mon 10/18/10	Mon 10/18/10												
17	Pre-Bid Conference	Tue 11/2/10	Tue 11/2/10												
18	Addenda	Mon 10/18/10	Tue 11/9/10												
19	Bid Opening	Tue 11/16/10	Tue 11/16/10												

**EXHIBIT C
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
AMENDMENT NO.2
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 0910-129**

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- Task 3 – Contract Document Interpretation and Clarification
- Task 4 – Change Order Assistance
- Task 5 – Substantial and Final Completion
- Task 6 – Final Plans and Specifications
- Task 7 - Technical Meetings
- Task 8 - Monthly Progress Meetings
- Task 9 - Pre-construction Conference
- Task 10 - Other Services

PART 4 – PROJECT COMMISSIONING

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**EXHIBIT C
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
AMENDMENT NO.2
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 0910-129**

BACKGROUND

In May 2003, Carollo Engineers (CONSULTANT) completed the "Wastewater Reclamation Plant Design Report" (Design Report). The Design Report recommended a Phase I project that began design in July 2003. In August 2003, Carson City (CITY) received a letter from the Nevada Division of Environmental Protection (NDEP) with comments regarding the Design Report. In their letter, NDEP requested the CITY re-evaluate secondary treatment options to reduce effluent nitrogen. In addition, subsequent discussions with NDEP resulted in direction from NDEP to control leakage at the Brunswick Reservoir.

Based on this direction, the CITY began evaluating reuse system facilities affected by lining the Brunswick Reservoir, modifications to the secondary treatment processes originally planned in the Phase I design, and the possibility of permitting the flows that are discharged from the Brunswick Reservoir.

On February 24, 2009, the CITY received notification from NDEP that their application for a permit to discharge treated effluent stored in Brunswick Reservoir, that undergoes further treatment via soil transport into the Carson River, was approved. In the interim, while future impacts to the treatment process are considered based on the new discharge permit, improvements to the North Lift Pump Station and influent flow conveyance need to be provided to address maintenance concerns. Improvements to the existing treatment facilities include:

- Re-configure/upgrade the North Lift Pump Station

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

PURPOSE

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

SCOPE OF WORK

This Scope of Work identifies the tasks to complete Engineering Services During Construction and Project Commissioning for the Phase I - North Lift Pump Station Improvements Project.

PART 3 – ENGINEERING SERVICES DURING CONSTRUCTION

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

Task 1 – Coordination

CONSULTANT will manage and coordinate Design Team engineering support during construction. This task includes management activities and meetings, submittal of progress reports, and overall coordination and assistance. It also includes a monthly progress status report. In addition, monthly progress meetings will be held with the CITY, at which time a written summary of project status will be presented. The monthly project status report will indicate percentages of engineering services completed, summary of the work completed, work planned for the following month, and status of the engineering services during construction budget. The CONSULTANT will coordinate, prepare for and attend one (1) pre-construction and sixteen (16) monthly progress meetings.

Task 2 – Submittal Review

The CITY will manage, review, approve (or reject as necessary) and document / log contractor technical submittals and/or shop drawings for compliance with the Contract Documents. The CONSULTANT will provide supplemental review for those submittals pertaining to the bar screen, odor scrubbers and by-pass pumping. Review procedures will be as specified in the Contract Documents and as directed by the CITY. This review does not relieve the Contractor from specification requirements. Contractor is expected to provide complete submittals. The CONSULTANT will anticipate two (2) review cycles for all submittals. Additional reviews will be considered an extra scope item. The CONSULTANT will track the budget expended for submittal review beyond two submittals for reimbursement by CITY and Contractor. All submittals will be reviewed and returned within 15 calendar days, unless additional time is specifically requested. Some special submittals may require additional time. For budget purposes, review of the bar screen, odor scrubbers and by-pass pumping submittals is assumed to require 150 hours.

Task 3 – Contract Documents Interpretation and Clarification

The CITY will review, document, recommend specific action, and respond to all requests for information. For supplemental support, the CITY will request the CONSULTANT to review the technical content of drawings and specifications with respect to specific requests for clarification and/or deviation from them. For budget purposes, the CONSULTANT's review time is assumed to be 100 hours.

Task 4 – Change Order Assistance

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

- A. Evaluate impacts of Change Orders on design intent.
- B. Evaluate impacts of Change Orders on schedule and budget.
- C. Provide engineering services, including calculations and sketches as required to facilitate performance of recommended Change Orders.
- D. Provide independent cost estimate.
- E. Assist in negotiations

Task 5 – Substantial and Final Completion

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

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

The CONSULTANT's construction manager, lead design engineer and the CITY's Project Manager will attend a final completion walk through inspection and assist the CITY in verification of completion of the punch list items.

Task 6 - Record Documents

At the completion of the project, the CONSULTANT will prepare final plans (Record Documents) that incorporate the following:

- A. Addenda
- B. Contract Clarifications
- C. Field Changes
- D. Change Orders

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

Task 7 - Technical Meetings

The CONSULTANT will attend technical meetings, as required, to discuss and assist in resolving issues and special technical concerns as they occur during construction. For budget purposes, five (5) meetings are assumed.

Task 8 - Monthly Progress Meetings

The CONSULTANT will attend monthly construction progress meetings at the CITY's offices, as required, to discuss and assist in resolving issues as they occur during construction. Based on the anticipated construction schedule, monthly meetings are assumed to occur for a period of approximately sixteen (16) months.

Task 9 - Pre-construction Conference

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

PART 4 – PROJECT COMMISSIONING

Task 1 – O&M Documentation

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

PART 5 - SUPPLEMENTAL SERVICES

Upon written approval of the CITY, the CONSULTANT will provide additional services that may be required during completion of the project, but not included under the Basic Services of this Agreement, and outside the budgetary limits of this Agreement. Prior to beginning work on any supplemental services tasks, the CONSULTANT will review the scope of work, budget estimate and time of performance for each task with the CITY. Upon approval of the scope and budget by the CITY, the CITY will issue a notice to proceed with work.

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

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

DELIVERABLES

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

SERVICES NOT INCLUDED

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

TIME OF PERFORMANCE

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

<u>Item</u>	<u>Approximate Dates Following Authorization to Proceed</u>
1. Notice to Proceed	January 2011
2. Pre-construction Meeting	February 2011
3. Substantial Completion	April 2012
4. Final Completion	June 2012

CONSULTANT and CITY mutually agree that they will work earnestly toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedules, it is understood that both the CITY and CONSULTANT will develop a revised schedule and budget limit, if required, to address scope changes, delays by the CITY or other problems. It is understood that the CONSULTANT must proceed with the work during the review period in order to complete the work on schedule. Impacts from CITY comments which are received more than 14 days after the submittal or comments which require extensive rework may impact the schedule and budget and may be considered a change in scope.

Work related tasks that will be required through Engineering Services During Construction and Project Commissioning is tied to the Contractor's schedule and is anticipated to last approximately 480 days.

BUDGET ESTIMATE

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

The budget for this Scope of Work assumes that all work will be completed by December 31, 2012. Should the project be delayed beyond this time for any reason, the CONSULTANT reserves the right to renegotiate the agreement to cover actual cost increases.

ATTACHMENT 1
PAYMENT PROVISIONS

**ATTACHMENT 1
TO
EXHIBIT C
SCOPE OF SERVICES
AGREEMENT FOR ENGINEERING SERVICES
WASTEWATER RECLAMATION PLANT
PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS
AMENDMENT NO.2
CITY OF CARSON CITY, NEVADA
CONTRACT NO. 0910-129**

PAYMENT

A budget of \$254,675 is hereby established for CONSULTANT's services under this Exhibit unless amended as a result of scope of services or schedule changes.

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

A. Direct Labor

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

B. Indirect Costs

As a portion of the total compensation to be paid to CONSULTANT, CITY shall pay to CONSULTANT, for indirect costs (overhead), a sum equal to 190 percent of direct labor incurred by CONSULTANT for the preceding billing period.

C. Other Direct Costs

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

2. Living and traveling expenses of employees when away from home office on business connected with work.
3. Automobile expenses at \$0.55 per mile for project meetings.
4. Identifiable reproduction costs applicable to the work for printing and binding review plans and specifications.
5. Project equipment communication expenses at \$7.50 per direct labor hour.
6. Subconsultant costs, at actual cost.

7. Other direct expenses incurred by CONSULTANT in his prosecution of the work, and as authorized by the CITY.

D. Fixed Professional Fee

As a portion of the total compensation to be paid to the CONSULTANT, the CITY shall pay a professional fee for services rendered by CONSULTANT and covered by this Agreement. The professional fee shall be 10 percent of direct and indirect labor cost based on direct and indirect labor costs for that month.

E. Cost Ceiling

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

Total Cost Ceiling	<u>\$254,675</u>
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The budget estimate in Attachment 2 is generally acknowledged to reflect the Scope of Work. Budgets for individual tasks are shown for estimating purposes only and are not limiting for each task. Labor hours and costs may be re-allocated within the tasks without renegotiations in such a manner so as not to exceed the total lump sum cost ceiling price.

F. Evaluation of Cost Ceiling and Maximum Agreement Ceiling

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

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

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

ATTACHMENT 2
LABOR HOURS AND BUDGET ESTIMATE

ATTACHMENT 2 to EXHIBIT A
 CITY OF CARSON CITY, NEVADA
 WASTEWATER RECLAMATION PLANT PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS PROJECT
 CONTRACT NO. 0910-129
 AMENDMENT NO.2
 LABOR HOUR AND BUDGET ESTIMATE

Description	Category										TOTAL		
	Senior Professional	Lead Professional	Project Professional	Assistant Professional	Senior Technician	Technician	Support Staff	Senior Professional	Project Professional	Assistant Professional		Senior Technician	Technician
Engineering Services During Construction													
Task 1 - Coordination	100	0	120	0	0	0	0	0	0	0	0	0	80
Task 2 - Submittal Review	6	8	120	0	0	0	0	0	0	0	0	0	16
Task 3 - Contract Document Interpretations & Clarifications	4	80	0	0	0	0	0	0	0	0	0	0	100
Task 4 - Change Order Assistance	8	40	0	0	0	0	0	0	0	0	0	0	24
Task 5 - Substantial and Final Completion	4	40	0	0	0	0	0	0	0	0	0	0	8
Task 6 - Record Documents	4	12	24	40	0	0	0	0	0	0	40	0	40
Task 7 - Technical Meetings	8	40	40	0	0	0	0	0	0	0	0	0	24
Task 8 - Monthly Progress Meetings	20	128	0	0	0	0	0	0	0	0	0	0	148
Task 9 - Pre-construction Conference	8	8	0	0	0	0	0	0	0	0	0	0	8
Total Labor Hours	162	356	304	40	0	40	0	0	38.00	\$	27.00	\$	216
Direct Rate	\$ 67.00	\$ 62.00	\$ 55.00	\$ 49.00	\$ 38.00	\$ 27.00	\$ 24.00						
Direct Labor Cost	\$ 10,854	\$ 22,072	\$ 16,720	\$ 1,960	\$ -	\$ 1,080	\$ 5,184						
Overhead at 190%													
Total Labor Cost													\$ 167,823
Other Direct Costs													\$ 21,885
Project Equipment & Communication Expenses @ \$7.50 per Labor Hour													\$ 8,385
Travel and Subsistence													\$ 12,500
Reproduction													\$ 1,000
Subconsultants													\$ 5,000
Klienfelder													
Fixed Fee (10% of Net Labor Cost)													\$ 16,782
TOTAL COST													\$ 211,490

ATTACHMENT 2 to EXHIBIT A
CITY OF CARSON CITY, NEVADA
WASTEWATER RECLAMATION PLANT PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS PROJECT
CONTRACT NO. 0910-129
AMENDMENT NO.2
LABOR HOUR AND BUDGET ESTIMATE

Description	Category										TOTAL	
	Senior Professional	Lead Project Professional	Project Professional	Assistant Professional	Senior Technician	Technician	Technician	Support Staff	Staff	Staff		
Project Commissioning												
Task 1 - O&M Documentation	8	40	0	0	24	0	0	40	40	0	0	112
Total Labor Hours	8	40	0	0	24	0	0	40	40	0	0	112
Direct Rate	\$ 67.00	\$ 62.00	\$ 55.00	\$ 49.00	\$ 38.00	\$ 27.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 27.00	\$ 960	\$ 4,888
Direct Labor Cost	\$ 536	\$ 2,480	\$ -	\$ -	\$ 912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 960	\$ 9,287
Overhead at 190%												
Total Labor Cost												\$ 14,175
Other Direct Costs												\$ 2,840
Project Equipment & Communication Expenses @ \$7.50 per Labor Hour												\$ 840
Travel and Subsistence												\$ 1,000
Reproduction												\$ 1,000
Subconsultants												\$ -
Fixed Fee (10% of Net Labor Cost)												\$ 1,418
TOTAL COST												\$ 18,433

ATTACHMENT 2 to EXHIBIT A
CITY OF CARSON CITY, NEVADA
WASTEWATER RECLAMATION PLANT PHASE I - NORTH LIFT PUMP STATION IMPROVEMENTS PROJECT
CONTRACT NO. 0910-129
AMENDMENT NO.2
LABOR HOUR AND BUDGET ESTIMATE

Description	Category										TOTAL
	Senior Professional	Lead Project Professional	Project Professional	Assistant Professional	Senior Technician	Technician	Technician	Support Staff	Staff	Staff	
Supplemental Services											
Task 1 - Additional Services	4	32	40	0	0	0	0	0	40	40	
Total Labor Hours	4	32	40	0	0	0	0	0	40	40	
Direct Rate	\$ 67.00	\$ 62.00	\$ 55.00	\$ 49.00	\$ 38.00	\$ 27.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	
Direct Labor Cost	\$ 268	\$ 1,984	\$ 2,200	\$ -	\$ -	\$ 1,620	\$ 960	\$ 960	\$ 960	\$ 960	
Overhead at 190%											
Total Labor Cost											
Other Direct Costs											
Project Equipment & Communication Expenses @ \$7.50 per Labor Hour									\$ 1,320	\$ 1,320	
Travel and Subsistence									\$ 1,000	\$ 1,000	
Reproduction									\$ -	\$ -	
Subconsultants											
									\$ -	\$ -	
Fixed Fee (10% of Net Labor Cost)											
TOTAL COST											
									\$ 7,032	\$ 7,032	
									\$ 13,361	\$ 13,361	
									\$ 20,393	\$ 20,393	
									\$ 2,320	\$ 2,320	
									\$ 2,039	\$ 2,039	
									\$ 24,752	\$ 24,752	