

**City of Carson City
Agenda Report**

Date Submitted: May 24, 2012

Agenda Date Requested: June 7, 2012

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To accept Public Works recommendation to approve Amendment No. 2 to Contract No. 1011-125 with The Louis Berger Group, Inc. titled "Carson City Freeway Phase 2B Utilities Support" to change the scope of work, increase the contract in an amount of \$35,270.58 from \$139,554.17 to \$174,824.75 and to increase the contract term from August 1, 2012 to February 1, 2013. (Kim Belt)

Staff Summary: On May 5, 2011, the Carson City Board of Supervisors approved the above listed contract in the amount of \$139,554.17, and on January 19, 2012, the Carson City Board of Supervisors approved Amendment 1 an increase to the contract term. This request is to amend the scope of work, increase the contract amount and increase the contract term. This amendment is to provide Professional Services which include: Bid Support, Construction Support and additional design support for the Carson City Freeway Phase 2B Utilities Relocation 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. 1011-125 with The Louis Berger Group, Inc. titled "Carson City Freeway Phase 2B Utilities Support" to change the scope of work, increase the contract in an amount of \$35,270.58 from \$139,554.17 to \$174,824.75 and to increase the contract term from August 1, 2012 to February 1, 2013. (Kim Belt)

Explanation for Recommended Board Action: Staff recommends amending contract 1011-125 with The Louis Berger Group in order to provide Bid and Construction support by the Engineer of Record for the Carson City Freeway Phase 2B Utilities Relocation Project. The estimated cost for performing Bid and Construction support is \$35,270.58, of which \$19,250.68 is eligible for reimbursement and \$16,019.90 is attributed to non-reimbursable costs. The total estimated cost for Contract No. 1011.125 with The Louis Berger Group, Inc. is \$174,824.75, of which \$95,419.35 is eligible for reimbursement and \$79,405.40 is attributed to non-reimbursable and betterment costs.

Applicable Statute, Code, Policy, Rule or Regulation: Nevada Revised Statutes 625.

Fiscal Impact: \$16,019.90

Explanation of Impact: If approved Contract 1011-125 scope of work will be changed, contract amount amended and contract term will be increased.

Funding Source: Sewer NDOT Bypass Reimbursable 515-0000-434-79-96, Sewer NDOT Bypass Non Reimbursable 515-0000-434-79-97, Water Bypass Non Reimbursable 520-3505-435-78-93 and Water NDOT Bypass Reimbursable 520-3505-435-78-94 as provided in FY 2011/2012 and FY 2012/2013.

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contract Amendment No. 2.

Prepared By: Kim Bell, Purchasing and Contracts Manager

Reviewed By: [Signature]
(Public Works)

Date: 6-29-12

[Signature]
(City Manager)

Date: 5/28/12

[Signature]
(District Attorney)

Date: 5/29/12

[Signature]
(Finance Director)

Date: 5/29/12

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____

(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 1011-125
Carson City Freeway Phase 2B Utilities Support**

THIS AMENDMENT is made and entered into this 7th day of June, 2012, 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 The Louis Berger Group, Inc., hereinafter referred to as the "**CONSULTANT**", and is made to amend the existing contract known as **CONTRACT # 1011-125**.

WITNESSETH:

WHEREAS, during the performance of **CONSULTANT'S** duties pursuant to **CONTRACT # 1110-125** 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 services and to compensate **CONSULTANT** for the additional services; 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 of **CONTRACT # 1011-125** to provide in its entirety as follows:

This Contract shall be effective from May 5, 2011, subject to Carson City Board of Supervisors' approval (anticipated to be May 5, 2011) to February 1, 2013, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

- 2 Amend Paragraph 4.1 of **CONTRACT #1011-125** to provide in its entirety as follows:

CONSULTANT shall provide and perform the following services set forth in **Exhibit A** to this agreement, **Exhibit B** to Contract Amendment No. 2 to **CONTRACT #1011-125** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

- 3 Amend Paragraph 5.1 of **CONTRACT #1011-125** 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 One Hundred Seventy Four Thousand Eight Hundred Twenty Four Dollars and Seventy Five Cents (\$174,824.75), which is an increase to the contract amount by Thirty Five Thousand Two Hundred Seventy Dollars and Fifty Eight Cents (\$35,270.58).

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 1011-125
Carson City Freeway Phase 2B Utilities Support**

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: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
KIM BELT

By: 
Deputy District Attorney

DATED 5/29/12

DATED 5/29/12

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-283-7367
Fax: 775-887-2164
ABurnham@carson.org

By: 

DATED 5-29-12

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 1011-125
Carson City Freeway Phase 2B Utilities Support**

Thomas D. Lane, 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: Thomas D. Lane, P.E.

TITLE: Vice President

FIRM: The Louis Berger Group, Inc.

CARSON CITY BUSINESS LICENSE #: 12-18442

Address: 625 Fairview Drive, Suite 109

City: Carson City **State:** Nevada **Zip Code:** 89701

Telephone: 775-841-4418 **Fax #:**

E-mail Address: tlane@louisberger.com

(Signature of **CONSULTANT**)

DATED _____.

STATE OF _____)
County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of June, 2012, by Thomas D. Lane.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 1011-125
Carson City Freeway Phase 2B Utilities Support
CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on June 7, 2012 approved the acceptance of **CONTRACT No. 1011-125**. 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 7th day of June, 2012.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 7th day of June, 2012.

**City of Carson City
Agenda Report**

Date Submitted: April 21, 2011

Agenda Date Requested: May 5, 2011
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: Action to approve Contract No. 1011-125 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with The Louis Berger Group, Inc., to provide Professional Services for the Carson City Freeway Phase 2B Utilities Support through January 1, 2012 for a not to exceed amount of \$139,554.17 to be funded from various NDOT ByPass Reimbursable and Non Reimbursable Accounts as provided in FY 2010/2011 and FY 2011/2012. *(Kim Belt)*

Staff Summary: This contract is to provide Professional Services which include: Project Management and Administration, Utilities Investigations, Utility Plan Preparation, Construction Cost Estimates and Submit Design Plans to NDOT permit for the Carson City Freeway Phase 2B Utilities Relocation 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 approve Contract No. Contract No. 1011-125 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with The Louis Berger Group, Inc., to provide Professional Services for the Carson City Freeway Phase 2B Utilities Support through January 1, 2012 for a not to exceed amount of \$139,554.17 to be funded from the various NDOT ByPass Reimbursable and Non Reimbursable Accounts as provided in FY 2010/2011 and FY 2011/2012. *(Kim Belt)*

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

Applicable Statute, Code, Rule or Policy: NRS 332.115(1)(b) and NRS 625.530

Fiscal Impact: \$139,554.17

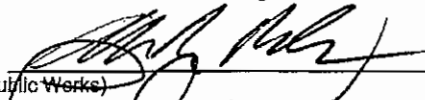
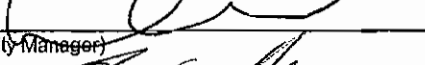
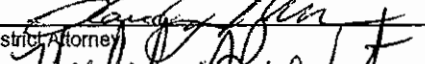
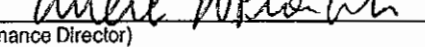
Explanation of Impact: Amount of contract.

Funding Source: Sewer NDOT Bypass Reimbursable 515-0000-434-79-96, Sewer NDOT Bypass Non Reimbursable 515-0000-434-79-97, Water Bypass Non Reimbursable 520-3505-435-78-93 and Water NDOT Bypass Reimbursable 520-3505-435-78-94 as provided in FY 2010/2011 and FY 2011/2012.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1011-125 and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:  Date: 4-25-11
(Public Works)
 Date: 4/26/11
(City Manager)
 Date: 4/25/11
(District Attorney)
 Date: 4/25/11
(Finance Director)

Board Action Taken:

Motion: 4pp 1) SA 50
2) MW Aye/Nay


(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)
Contract No. 1011-125
Carson City Freeway Phase 2B Utilities Support**

THIS CONTRACT, made and entered into this 5th day of May, 2011, 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 The Louis Berger Group, Inc. hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONSULTANT** for **CONTRACT No. 1011-125 Carson City Freeway Phase 2B Utilities Support** 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 5, 2011, subject to Carson City Board of Supervisors' approval (anticipated to be May 5, 2011) to January 1, 2012, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 NOTICE:

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architectors, Engineers, and Land Surveyor's)
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| | |
|------------------|----------|
| For P&C Use Only | |
| CCBL expires | 12/31/11 |
| GL expires | 12/1/11 |
| AL expires | 12/1/11 |
| PL expires | 3/1/12 |
| WC expires | 12/1/11 |

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

Thomas D. Lane, P.E.
The Louis Berger Group, Inc.
625 Fairview Drive, Suite 109
Carson City, Nevada 89701
(775) 841-4418
tlane@louisberger.com

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

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

4 **SCOPE OF WORK:**

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

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

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

4.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed 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**.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)
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4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

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

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

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

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

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

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

4.7.2 Cost Accounting and Audits:

4.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** within two (2) years after the completion of the **SERVICES** under this Contract, such books, records, 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.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)
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4.8 CITY Responsibilities:

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

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

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

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

5 CONSIDERATION:

5.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule for a not to exceed maximum amount of One Hundred Thirty Nine Thousand Five Hundred Fifty Four Dollars and Seventeen Cents (\$139,554.17).

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.

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6 TIMELINESS OF BILLING SUBMISSION:

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

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2011 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**

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to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

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

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

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**;

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

8 REMEDIES:

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

9 LIMITED LIABILITY:

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

10 FORCE MAJEURE:

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

11 INDEMNIFICATION:

11.1 As required by AB 483, and NRS 338.155, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional

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misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 INDEPENDENT CONTRACTOR:

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

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

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

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otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

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

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

13 INSURANCE REQUIREMENTS:

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

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

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.4 Insurance Coverage:

13.4.1 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

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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 and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

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

13.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

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

13.5.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

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

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

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

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

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

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

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

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

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

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

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

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

16 PROFESSIONAL LIABILITY INSURANCE:

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

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

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

16.4 A certified copy of this policy may be required.

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

17.1 **CONSULTANT** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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

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18 **BUSINESS LICENSE:**

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

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

19 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

19.1 **CONSULTANT** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services of this Contract. **CONSULTANT** will be responsible to pay all 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 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

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nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

24 PUBLIC RECORDS:

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

25 CONFIDENTIALITY:

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

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26 FEDERAL FUNDING:

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

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

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

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

27 LOBBYING:

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

27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

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

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

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

29 ALL IRON, STEEL AND MANUFACTURED GOODS USED IN CONSTRUCTION:

29.1 All iron, steel and manufactured goods used in construction, alteration, repair or maintenance of the public work project under this contract must be produced in the United States in accordance with the American Reinvestment and Recovery Act of 2009. The Contractor shall provide evidence to Carson City that all construction materials comply with this requirement. Exceptions may only be granted with prior written permission from the Carson City Planning Division and only after the Planning Division has received permission from the Secretary of the U.S. Department of Environmental Protection under the condition that (1) the requirement is inconsistent with public interest; (2) those goods are not reasonably available or produced in sufficient quantity in the U.S.; (3) or the use of the goods will increase the project cost by more than twenty-five percent (25%).

30 DAVIS-BACON ACT WAGE:

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

31 GENERAL WARRANTY:

31.1 **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.

32 PROPER AUTHORITY:

32.1 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**.

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33 ALTERNATIVE DISPUTE RESOLUTION:

33.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONSULTANT** cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

34 GOVERNING LAW; JURISDICTION:

34.1 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.

35 ENTIRE CONTRACT AND MODIFICATION:

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

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36 ACKNOWLEDGMENT AND EXECUTION:

36.1 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: Kim Belt, Purchasing &
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: _____



Kim Belt

By: _____



Deputy District Attorney

DATED _____

4/26/11

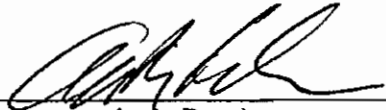
DATED _____

4/25/11

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@carson.org

By: _____



Andy Burnham

DATED _____

4/25/11

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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Thomas D. Lane, P.E. 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: Thomas D. Lane, P.E.

TITLE: Vice President

FIRM: The Louis Berger Group, Inc.

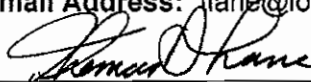
CARSON CITY BUSINESS LICENSE #: 11-18442

Address: 625 Fairview Drive, Suite 109

City: Carson City **State:** Nevada **Zip Code:** 89701

Telephone: 775-841-4418 **Fax #:**

E-mail Address: tlane@louisberger.com

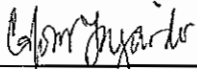


(Signature of **CONSULTANT**)

DATED 4/25/11

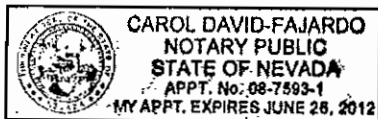
STATE OF NEVADA)
County of CLARK) ss

Signed and sworn (or affirmed) before me on this 25TH day of APRIL, 2011,
by THOMAS D. LANE.



(Signature of Notary)

(Notary Stamp)



**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Vendor Number: _____
 The Louis Berger Group, Inc.
 625 Fairview Drive, Suite 109
 Carson City, Nevada 89701

Invoice shall be submitted to:

Carson City Public Works
 Attn: Karen White
 3505 Butti Way
 Carson City NV 89701

| Line Item # | Description | Unit Cost | Units Completed | Total \$\$ |
|-------------------------------|-------------|-----------|-----------------|------------|
| | | | | |
| | | | | |
| | | | | |
| Total for this invoice | | | | |

| | | |
|--------------------------------------|----|-------|
| Original Contract Sum | \$ | _____ |
| Less amount previously billed | \$ | _____ |
| = contract sum prior to this invoice | \$ | _____ |
| Less this invoice | \$ | _____ |
| =Dollars remaining on Contract | \$ | _____ |

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 5, 2011 approved the acceptance of **CONTRACT No. 1011-125**. 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 5th day of May, 2011.

ATTEST:


ALAN GLOVER, CLERK-RECORDER

DATED this 5th day of May, 2011.



THE Louis Berger Group, INC.

625 Fairview Drive, Suite 109, Carson City, Nevada 89701
Tel 775 841 4418 Fax 775 841 4498 www.louisberger.com

February 13, 2011

Mr. Thomas L. Guinn, P.E.
Carson City
Public Works Department
3505 Butti Way
Carson City, NV 89701-3498

RE: CARSON CITY FREEWAY PHASE 2B UTILITIES DESIGN

Dear Mr. Guinn:

Per your request of February 3, 2011, I have revised our previous scope and cost proposal to make the changes you requested for Tasks 3b, 3c, 3i, and 3l. Although there was a slight reduction in scope and cost attributable to the Louis Berger Group, the overall cost increased by approximately \$1,200.00. The increase in cost is due to the sound wall footing design anticipated in Task 3c. We have included \$5,000.00 as a direct cost for the sound wall designer (PBS&J) to prepare the footing details. Should it be determined that there is no conflict and therefore no modifications to the sound wall's footing are necessary, this cost will not be used.

Our revised detailed scope of work and cost estimate is attached. I am currently working with staff to prepare a design schedule and should have that to you shortly.

We trust this proposal meets with your approval. If you have any questions, please do not hesitate to call me.

Sincerely,

Frank Csiga, Jr., P.E.
Manager, Northern Nevada

Attachments

INTRODUCTION

In conjunction with the Carson City Freeway Phase 2B design project undertaken by the Nevada Department of Transportation, the Louis Berger Group (Berger) completed a program of utility relocation investigations for Carson City (City). In conjunction therewith, Berger determined the impact of the proposed Freeway on all of the City's utilities located in the path of the Phase 2B Freeway Project from Colorado Street in the north to a Single Point Urban Interchange (SPUI) at US 395 (S. Carson Street) at the south end of the project. The analyses confirmed that many Carson City owned utilities including waterlines, sanitary sewers, and reclaimed waterlines will require relocation prior to construction of NDOT's Carson City Freeway Phase 2B.

As part of their earlier investigations, Berger developed preliminary utility relocation design alternatives for those facilities impacted by the Freeway project and conducted workshops with City and NDOT personnel to review, discuss and develop a consensus with respect to the viability of the proposed relocations. Initially, Berger prepared preliminary 30% relocation plans for all of the known impacted utilities. However, construction expediency dictated early resolution of the utility impacts at Clearview Drive and Koontz Lane, where new bridges were proposed to cross a depressed section of the Freeway. In order to accelerate proposed highway construction in this area, relocation designs for the impacted facilities were finalized and the bridge designs were advanced to construction. Subsequent accommodations were also made with respect to the utilities in Valley View Drive and Sonoma Street, thereby resolving the utility conflict issues as far south as Clearview Drive. Included with the preliminary relocation plans were utility designs for facilities located outside the limits of the Freeway project. These designs were intended to implement recommendations described in the City's various utility master plans.

Carson City has requested the Louis Berger Group to prepare a scope of work and cost proposal to finalize the applicable designs necessary to resolve the remainder of the utility conflicts between Clearview Drive and the Freeway Interchange at US 395. In addition to the completion of existing utility relocation designs, the City is also requesting design and construction costs for several future-use facilities to be installed at various locations within the proposed Freeway alignment.

In compliance with that request, Berger has prepared the following scope of work for completion of the Carson City Utility Relocation Project.

Task 1 Project Management and Administration

This task will consist of executing and administering the Contract from the 30% design level for those elements where 30% designs exist to final product delivery and executing and administering the Contract from conception to final project delivery for the newly identified facilities proposed by Carson City for which no 30% designs currently exist.

Specific requirements of this task are as follows:

- a. Scheduling – Berger will prepare schedules to complete design of the utility plans for the newly identified facilities proposed by Carson City and the 30% utility relocation plans required in conjunction with Phase 2B of the Freeway project. It is the desire of Carson City that the plans will be completed in time for relocation of the City's facilities in such a manner that NDOT's Construction Schedule would not be impeded.
- b. Meetings – When necessary, Berger will meet with the City and/or NDOT as Carson City's representative, to resolve particular design issues, design status, and to ensure that the City's design and construction schedule is compatible with that of the Department of Transportation. If necessary, Berger will also schedule workshops with pertinent City personnel to address specific utility concerns germane to the City's operations. It is anticipated that the City and Berger will conduct meetings to discuss scheduling issues, and the most recent status of NDOT's design and construction time frame.
- c. Status reports. – Berger will submit status reports each month with invoicing describing design activities, project specific issues, and project status.
- d. Deliverables. – Will include project design schedules, submission of progress prints, utility relocation designs (90%-Final Design), construction specifications, cost estimates, technical memoranda describing unusual field conditions, specific utility criteria, construction restrictions, right-of-way issues, special material requirements, narrow construction windows, unique construction criteria, problem geotechnical conditions etc.
- e. Submission Format. – Will conform with Carson City Standards and comply with the following criteria:
 - AutoCAD will be used for general maps and presentations to Carson City;
 - Spread sheets will be produced in Excel;
 - General word processing including reports, correspondence, etc. will be performed in Microsoft "Word";
 - Plan layout size to be 22" X 34" using a horizontal scale of 30' per inch;
 - Construction specifications will be prepared in Microsoft "Word".

EXHIBIT A

- f. QA/QC. – In-house review of all plans and reports will be conducted prior to all submissions.
- g. Berger will address existing dry utilities' locations with respect to potential conflicts with the City's utilities as a result of the latter's relocation.
- h. Colored drawings will be submitted for NDOT permit submittals as required.

Task 2 Utility Investigations

Berger will research horizontal and vertical locations of existing utilities and obstructions to utility relocations within and outside the freeway Corridor. Typically, work of this nature would only be considered where Freeway design changes or proposed utility installations could impact existing or proposed facilities. Similarly, additional investigations could become necessary where new underground facilities have been installed since previous field investigations were concluded.

Work under this task would include:

- a. Continuing coordination with Freeway and drainage designers as the Phase 2B design project advances;
- b. Additional SUE or potholing will be obtained (by a sub-consultant to Berger) to confirm utility locations if necessary. This will be a direct cost, used only if necessary, and subject to a Ten Thousand Dollar (\$10,000.00) budget limit;
- c. Supplemental Survey (by Tri-State Surveying) of pothole locations, line inverts, valve nuts, or surface manifestations of utilities will be obtained if necessary. This will be a direct cost, used only if necessary, and subject to a Ten Thousand Dollar (\$10,000.00) budget limit;
- d. Field reconnaissance including notes, sketches and photographs containing surface evidence of utilities or service laterals.
- e. Gather, plot and investigate subsurface service facilities including water, sanitary sewers, gas, CATV, or underground telephone or electric facilities wherever proposed utility relocations or new utility installation could impact those facilities;
- f. Obtain geotechnical data where available to facilitate design and address subsurface conditions as necessary for dewatering, jacking-pipe, over-depth excavation, etc.

Task 3 Utility Plan Preparation – Phase 2B, Clearview Drive to South Carson Street and Highway 50 West

This task will consist of completing existing 30% utility relocation plans for all of the applicable City's facilities that will be impacted by the proposed Phase 2B Freeway construction. In addition, utility plans for the newly identified facilities proposed by Carson City will be prepared. The work will include submission of 90% and final utility plans with coordination and meetings, scheduled as necessary, to facilitate the design process. Preparation of contract document information including specifications/special provisions and finalization of construction cost estimates will be contained in the final design package. Berger will utilize previously developed 30% utility relocation plans, where available, as the approved design concept for each impacted or new facility and complete the plans to final construction documents. Facility abandonment or removal instructions and limits will be included with each utility's design plan. Items of work and facilities to be addressed in conjunction with this task are listed below:

- a. Carson St. /Lupin Dr. – Near Clear Creek Ave. to Arthur St.
Preparation of relocation design plans, details, and specifications to connect the existing 12" PVC waterline located along the east side of Carson Street to the existing 8" ACP waterline in Arthur Street. The existing lines are impacted by the on-ramp to the Freeway at Lupin Drive and Arthur Street as well as by the bridge piers for the new bridges over Carson Street. The connection is anticipated to be a new 8" PVC waterline;

- b. Carson St. /Lupin Dr. – Arthur St. to Frontage Road cul-de-sac at Station "CS" 129+65±
Preparation of design plans, details, and specifications to abandon the existing 12" PVC waterline on the east side of Carson Street from approximate station "CS" 110+35 +/- to the valve located at approximate station "CS" 129+65+/- and to abandon the existing 8" ACP waterline in Arthur Street from its westerly tee with at the to be abandoned 12" PVC waterline to the relocation of the new 8" PVC waterline (see task 3a). The design plans will include a new fire hydrant at the north end of the abandonment at approximately "CS" 129+50;

- c. Carson St./Lupin Dr. – Carson St. Crossing @ Station "CS" 106+70±
Investigate and determine if the 6" ACP Sanitary Sewer crossing of South Carson Street is in conflict with the proposed Lepire sound wall. If it is determined to be in conflict, prepare modified sound wall footing details to bridge the 6" ACP Sanitary Sewer line so that it can remain in place. The relocation design plans, details, and specifications to bridge the 6" Sanitary Sewer will be included in NDOT's CC Freeway construction plans. Sound wall footing design will be prepared by PBS&J. This will be a direct cost, used only if necessary, and subject to a Five Thousand Dollar (\$5,000.00) budget limit;

- d. Silver Sage Dr. – Freeway Crossing @ "L" 62+50±
Prepare relocation design plans, details, and specifications to install a new, lower, steel encased, 12" PVC Waterline in Silver Sage Dr. at Station "L" 62+50±;
- The existing waterline is to be abandoned and slurry filled or removed upon completion of its replacement.
- e. Silver Sage Dr. /Snyder Ave. /E. Roland St.
Prepare relocation design plans, details, and specifications to construct a new 8" PVC Sanitary Sewer in E. Roland Street between a new manhole in Snyder Ave. and another at the intersection of E. Roland St. and existing Silver Sage Dr. The existing 8" sanitary sewers on the north side of Snyder from E. Roland Street to Silver Sage Drive and in Silver Sage Drive from Snyder Avenue to E. Roland Street are to be abandoned. In addition, relocation plans, details, and specifications to construct a new sanitary sewer service line to the property on the south side of Snyder Avenue north of the freeway will be prepared;
- f. Center Dr. – Freeway Crossing @ Station "L" 69+55±.
Prepare abandonment plans for the existing Center Drive 6" ACP Waterline including the service waterline across Snyder avenue from Bennett Avenue to the property on the south side at the realigned Center Drive. A new fire hydrant to be located at the Center Drive cul-de-sac on the north side of the freeway will also be included;
- g. Bigelow Dr. - E. Roland St. to E. Appion Way.
Investigate the feasibility of using fusible PVC to keep the existing 8" waterline in Bigelow Drive. If not possible due to clearance issues with the proposed 30" RCP and 6' x 3' RCB, determine feasibility of relocating the 8" waterline to Hickory Drive. Prepare relocation design plans, details, and specifications for the chosen alternative;
- h. Muldoon St. - Freeway Crossing @ Stations "L" 89+50.
Prepare relocation design plans, details, and specifications to construct and encase a new 15" PVC Sanitary Sewer. The existing 12" ACP is to remain and be closed off by canal gates in new manholes constructed as part of this relocation;
- i. Muldoon St. - Freeway Crossing @ Stations "L" 89+50.
Prepare relocation design plans, details, and specifications to replace, lower, and encase an existing 24" Reclaimed Water Line in the Freeway Crossing at Muldoon Street. Two 4-inch Conduits are to be installed at this location for future use;

EXHIBIT A

- j. Center Dr. – Arthur St. to North Side of Balsam St.
Prepare design plans, details, and specifications to construct a new 8" PVC Waterline in Center Dr. between Arthur St, and the north side of Balsam St. A new fire hydrant is to be connected to the north end of the new waterline.
- k. E. Roland St. - Ponderosa Dr. to Bigelow Dr.
Prepare relocation design plans, details, and specifications to adjust four sanitary sewer service laterals in order to clear proposed storm drains.
- l. Hickory Dr. – At US 395 Station "L" 79+30±
Prepare design plans, details, and specifications to construct a new 36" Casing for a proposed 24" PVC (C905) future use transmission waterline and a new 20" steel casing for a proposed 12" PVC future use distribution waterline across US 395 with caps on both ends of the casings outside the US 395 north and south Control Access Limits. Two 4-inch Conduits are also to be constructed across US 395 in this area for future use.
- m. Hillview Dr. – At US 395 Station "L" 97+50±
Prepare design plans, details, and specifications to construct an 18" steel casing for future use across US 395 with caps on both ends of the casing outside the US 395 Control of Access Limits. One 2-inch conduit is also to be constructed across US 395 in this area.

In addition to the facility designs described above, Berger will also perform the following tasks during the course of the design project such as:

1. Submission of progress plans to the City for review and comment as each individual utility relocation scheme is developed;
2. Refinement of construction cost estimates for the individual relocation schemes as the designs are advanced to completion;
3. Submit design plans to NDOT for permits as required;
4. Prepare exhibits for NDOT Agreements as required.

ADDITIONAL WORK

In the event that additional items of work services not anticipated in the foregoing "Scope of Services" are required for this project, such work would be performed under an amendment to this scope of services or as a separate contract. Items of work identified as possible additional work tasks include the following:

- a. Preparation of relocation design for additional utilities impacted by facility relocation plans as the project progresses;
- b. Design of additional facilities not considered as requested by Carson City;
- c. Bid support such as preparation of addendums, responses to RFIs, preparation of conformed plans, etc;
- d. Construction support change order preparation, responses RFIs, shop drawing and submittal review, and preparation of record drawings;
- e. Preparation of traffic control plans;
- f. Geotechnical investigations.

EXHIBIT A

Appendix A
HOURLY RATE SHEET
12/02/2010

| <u>Contract Personnel Category</u> | <u>Hourly Rate</u> |
|--|------------------------|
| Principal-in-Charge | \$220.67 * |
| Project Manager | \$168.75 * |
| Utility Specialist | \$103.84 * |
| Civil Engineer | \$75.95 * |
| Cadd Manager | \$116.18 * |
| Cadd Operator | \$85.02 * |
| Clerical | \$77.25 * |

*Maximum allowable rate per contract personnel category.

EXHIBIT A

**COST SUMMARY
FINAL DESIGN CARSON CITY UTILITY RELOCATIONS
CARSON CITY FREEWAY PHASE 2**

| TASK NO. | DESCRIPTION | COST |
|----------|--|---------------|
| 1 | <u>PROJECT MANGEMENT AND ADMINISTRATION</u> | \$ 13,688.93 |
| 2 | <u>UTILITY INVESTIGATIONS</u> | \$ 25,313.02 |
| 3 | <u>UTILITY PLAN PREPARATION - PHASE 2B. CLEARVIEW DRIVE TO SOUTH CARSON STREET</u> | |
| | ITEM "A" CARSON ST./LUPIN DR. - NEAR CLEAR CREEK AVE. TO ARTHUR ST. | \$ 7,684.65 |
| | ITEM "B" CARSON ST./LUPIN DR. - ARTHUR ST. TO LUPIN DR. CUL-DE-SAC AT STATION "CS" 129+50± | \$ 4,655.82 |
| | ITEM "C" CARSON ST./LUPIN DR. - CARSON ST. CROSSING @ "CS" 106+70± | \$ 9,057.89 |
| | ITEM "D" SILVER SAGE DR. - FREEWAY CROSSING @ "L" 62+50± | \$ 8,390.28 |
| | ITEM "E" SILVER SAGE DR./SNYDER AVE./E. ROLAND ST. | \$ 8,018.33 |
| | ITEM "F" CENTER DR. - FREEWAY CROSSING @ STATION "L" 69+55± | \$ 4,592.74 |
| | ITEM "G" BIGELOW DR. - E. ROLAND ST. TO E. APPION WAY | \$ 8,514.25 |
| | ITEM "H" MULDOON ST. - FREEWAY CROSSING @ STATIONS "L" 89+50 | \$ 8,905.60 |
| | ITEM "I" MULDOON ST. - FREEWAY CROSSING @ STATIONS "L" 89+50 | \$ 7,628.28 |
| | ITEM "J" CENTER DR. - ARTHUR ST. TO NORTH SIDE OF BALSAM ST. | \$ 6,844.19 |
| | ITEM "K" E. ROLAND ST. - PONDEROSA DR. TO BIGELOW DR. | \$ 6,288.53 |
| | ITEM "L" HICKORY DR. - AT US 395 STATION "L" 78+30± | \$ 8,429.90 |
| | ITEM "M" HILLVIEW DR. - AT US 395 "L" 97+50± | \$ 5,907.05 |
| | SUBTOTAL | \$ 94,877.17 |
| | <u>DIRECT EXPENSES</u> | \$ 5,077.05 |
| | TOTAL | \$ 139,954.17 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY | | | | | | | | |
|--|----------|----|----|----|----|----|-----------|----|
| TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION | | | | | | | | |
| DESCRIPTION | MANHOURS | | | | | | TOTAL HRS | |
| | P | PM | US | CE | CM | CO | | C |
| PROJECT ADMINISTRATION | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 16 |
| MEETINGS | 0 | 10 | 0 | 0 | 0 | 0 | 4 | 14 |
| SPECIFICATIONS | 0 | 20 | 24 | 0 | 0 | 0 | 8 | 52 |
| QA/QC | 6 | 8 | 0 | 0 | 0 | 0 | 0 | 14 |
| TOTAL | 6 | 53 | 24 | 0 | 0 | 0 | 12 | 95 |

| | RATE | HRS | COST |
|---------------------|----------|-----|---------------------|
| PRINCIPAL IN CHARGE | \$220.67 | 6 | \$ 1,324.02 |
| PROJECT MANAGER | \$168.75 | 53 | \$ 8,943.75 |
| UTILITY SPECIALIST | \$103.84 | 24 | \$ 2,492.16 |
| CIVIL ENGINEER | \$75.95 | 0 | \$ - |
| CADD MANAGER | \$118.18 | 0 | \$ - |
| CADD OPERATOR | \$85.02 | 0 | \$ - |
| CLERICAL | \$77.25 | 12 | \$ 927.00 |
| TOTAL | | | \$ 13,686.93 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY TASK 2 UTILITY INVESTIGATIONS | | | | | | | | |
|--|----------|----|----|----|----|----|--------------|----|
| DESCRIPTION | MANHOURS | | | | | | TOTAL HRS | |
| | P | PM | US | CE | CM | CO | | C |
| FIELD INVESTIGATION | 0 | 0 | 8 | 6 | 0 | 0 | 0 | 14 |
| UTILITY CONFLICT INVESTIGATIONS | 0 | 0 | 12 | 12 | 0 | 0 | 0 | 24 |
| UTILITY COORDINATION | 0 | 0 | 18 | 0 | 0 | 0 | 0 | 18 |
| TOTAL | 0 | 0 | 38 | 18 | 0 | 0 | 0 | 56 |

| | RATE | HRS | COST |
|------------------------|----------|---|--------------|
| PRINCIPAL IN CHARGE | \$220.67 | 0 | \$ - |
| PROJECT MANAGER | \$168.75 | 0 | \$ - |
| UTILITY SPECIALIST | \$103.84 | 38 | \$ 3,945.92 |
| CIVIL ENGINEER | \$76.95 | 18 | \$ 1,387.10 |
| CADD MANAGER | \$118.18 | 0 | \$ - |
| CADD OPERATOR | \$85.02 | 0 | \$ - |
| CLERICAL | \$77.25 | 0 | \$ - |
| | | | SUBTOTAL |
| | | | \$ 5,313.02 |
| SUBCONSULTANTS: | | | |
| | | TBE (Potholes) | \$ 10,000.00 |
| | | TRI- STATE SURVEYS (Potholes and Additional Survey) | \$ 10,000.00 |
| TOTAL | | | \$ 25,313.02 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. | | | | | | | | | | |
|---|---------------|-----------|-----|----|----------|----|----|---|-----------|-------------|
| PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN | | | | | | | | | | |
| CLIENT: CARSON CITY | | | | | | | | | | |
| TASK 3 | | | | | | | | | | |
| ITEM "A" CARSON ST./LUPIN DR. - NEAR CLEAR CREEK AVE. TO ARTHUR ST. | | | | | | | | | | |
| DESCRIPTION | NO. OF SHEETS | MAN-HOURS | | | | | | | TOTAL HRS | |
| | | P | PM | US | CE | CM | CO | C | | |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 | |
| PREPARE NEW RELOCATION PLAN & PROFILE | 1 | 0 | 2 | 2 | 7 | 1 | 14 | 0 | 26 | |
| DETAIL PREPARATION | 1 | 0 | 0 | 0 | 4 | 1 | 8 | 0 | 11 | |
| CLIENT COORDINATION | | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 5 | |
| 90% SUBMISSION | | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 6 | |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 2 | 0 | 1 | 6 | 0 | 9 | |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 5 | |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 2 | 4 | 0 | 1 | 2 | 4 | 13 | |
| TOTAL | 2 | 0 | 8 | 18 | 17 | 4 | 28 | 4 | 79 | |
| | | RATE | HRS | | | | | | | COST |
| PRINCIPAL IN CHARGE | | \$220.87 | 0 | | | | | | | \$ - |
| PROJECT MANAGER | | \$168.75 | 8 | | | | | | | \$ 1,350.00 |
| UTILITY SPECIALIST | | \$103.84 | 18 | | | | | | | \$ 1,869.12 |
| CIVIL ENGINEER | | \$75.95 | 17 | | | | | | | \$ 1,291.15 |
| CADD MANAGER | | \$118.18 | 4 | | | | | | | \$ 464.72 |
| CADD OPERATOR | | \$85.02 | 28 | | | | | | | \$ 2,380.58 |
| CLERICAL | | \$77.26 | 4 | | | | | | | \$ 309.00 |
| | | | | | SUBTOTAL | | | | | \$ 7,664.55 |
| TOTAL | | | | | | | | | | \$ 7,664.55 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. | | | | | | | | | |
|--|---------------|------------|----|----|----|----|----|-------------|-------------|
| PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN | | | | | | | | | |
| CLIENT: CARSON CITY | | | | | | | | | |
| TASK 3 | | | | | | | | | |
| ITEM "B" CARSON ST./LUPIN DR. - ARTHUR ST. TO LUPIN DR. CUL-DE-SAC AT STATION "CS" 129+50± | | | | | | | | | |
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| REVIEW EXISTING PLANS | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| REVISE EXISTING PLAN & PROFILE FOR ABANDONMENT | 0 | 2 | 2 | 6 | 2 | 12 | 0 | 24 | |
| CLIENT COORDINATION | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 3 | |
| 90% SUBMISSION | 0 | 1 | 2 | 1 | 0 | 0 | 0 | 4 | |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 4 | |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | 0 | 1 | 2 | 0 | 1 | 2 | 2 | 8 | |
| TOTAL | 2 | 0 | 6 | 10 | 12 | 3 | 14 | 2 | 47 |
| | <u>RATE</u> | <u>HRS</u> | | | | | | <u>COST</u> | |
| PRINCIPAL IN CHARGE | \$220.67 | 0 | | | | | | \$ | - |
| PROJECT MANAGER | \$188.75 | 6 | | | | | | \$ | 1,012.60 |
| UTILITY SPECIALIST | \$103.84 | 10 | | | | | | \$ | 1,038.40 |
| CIVIL ENGINEER | \$75.65 | 12 | | | | | | \$ | 911.40 |
| CADD MANAGER | \$118.18 | 3 | | | | | | \$ | 348.54 |
| CADD OPERATOR | \$85.02 | 14 | | | | | | \$ | 1,190.28 |
| CLERICAL | \$77.25 | 2 | | | | | | \$ | 154.50 |
| | | | | | | | | SUBTOTAL | \$ 4,655.82 |
| TOTAL | | | | | | | | | \$ 4,655.82 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY TASK 3 ITEM "C" CARSON ST./LUPIN DR. - CARSON ST. CROSSING @ "CS" 106+70± | | | | | | | | | |
|---|---------------|----------|----------|-----------|-----------|----------|----------|-----------|-----------|
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| REVIEW EXISTING PLANS | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 | |
| REVIEW AND INVESTIGATE UTILITY CONFLICT | 0 | 1 | 2 | 4 | 0 | 0 | 0 | 7 | |
| DETAIL PREPARATION | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 6 | |
| CLIENT AND SUBCONSULTANT COORDINATION | 0 | 2 | 6 | 0 | 0 | 0 | 0 | 8 | |
| 90% SUBMISSION | 0 | 1 | 2 | 2 | 0 | 0 | 0 | 5 | |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | 0 | 1 | 0 | 2 | 0 | 0 | 0 | 3 | |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 6 | |
| TOTAL | 0 | 0 | 7 | 16 | 16 | 0 | 0 | 39 | |

| | RATE | HRS | COST |
|---|----------|-----|--------------------|
| PRINCIPAL IN CHARGE | \$220.67 | 0 | \$ - |
| PROJECT MANAGER | \$168.75 | 7 | \$ 1,181.25 |
| UTILITY SPECIALIST | \$103.84 | 16 | \$ 1,661.44 |
| CIVIL ENGINEER | \$75.95 | 16 | \$ 1,215.20 |
| CADD MANAGER | \$116.18 | 0 | \$ - |
| CADD OPERATOR | \$85.02 | 0 | \$ - |
| CLERICAL | \$77.25 | 0 | \$ - |
| | | | SUBTOTAL |
| | | | \$ 4,057.89 |
| SUBCONSULTANT | | | |
| Sound wall footing design plans, specifications and estimates by PBS&J (Direct Cost used only if necessary) | | | \$ 5,000.00 |
| TOTAL | | | \$ 9,057.89 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. | | | | | | | | | |
|--|---------------|-------------|------------|----|----|----|----|----------|--------------------|
| PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN | | | | | | | | | |
| CLIENT: CARSON CITY | | | | | | | | | |
| TASK 3 | | | | | | | | | |
| ITEM "D" SILVER SAGE DR. - FREEWAY CROSSING @ "L" 62+53± | | | | | | | | | |
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| REVISE EXISTING PLAN & PROFILE FOR ABANDONMENT | 2 | 0 | 1 | 0 | 4 | 1 | 2 | 0 | 8 |
| PREPARE NEW RELOCATION PLAN & PROFILE | 1 | 0 | 2 | 2 | 4 | 2 | 8 | 0 | 18 |
| DETAIL PREPARATION | 1 | 0 | 0 | 2 | 2 | 1 | 8 | 0 | 11 |
| CLIENT COORDINATION | | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 6 |
| 90% SUBMISSION | | 0 | 2 | 4 | 2 | 0 | 0 | 0 | 8 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 2 | 2 | 2 | 4 | 0 | 10 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 5 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 2 | 2 | 2 | 1 | 4 | 4 | 15 |
| TOTAL | 4 | 0 | 10 | 18 | 22 | 7 | 24 | 4 | 85 |
| | | <u>RATE</u> | <u>HRS</u> | | | | | | <u>COST</u> |
| PRINCIPAL IN CHARGE | | \$220.67 | 0 | | | | | | \$ - |
| PROJECT MANAGER | | \$168.75 | 10 | | | | | | \$ 1,687.50 |
| UTILITY SPECIALIST | | \$103.84 | 18 | | | | | | \$ 1,869.12 |
| CIVIL ENGINEER | | \$75.95 | 22 | | | | | | \$ 1,670.90 |
| CADD MANAGER | | \$116.18 | 7 | | | | | | \$ 813.26 |
| CADD OPERATOR | | \$85.02 | 24 | | | | | | \$ 2,040.48 |
| CLERICAL | | \$77.25 | 4 | | | | | | \$ 309.00 |
| | | | | | | | | SUBTOTAL | \$ 6,390.26 |
| TOTAL | | | | | | | | | \$ 6,390.26 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. | | | | | | | | | |
|--|---------------|-------------|------------|-----------|-----------|----------|-----------|-----------------|--------------------|
| PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN | | | | | | | | | |
| CLIENT: CARSON CITY | | | | | | | | | |
| TASK 3 | | | | | | | | | |
| ITEM "E" SILVER SAGE DR./SNYDER AVE./E. ROLAND ST. | | | | | | | | | |
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| REVISE EXISTING PLAN & PROFILE FOR ABANDONMENT | 1 | 0 | 0 | 0 | 4 | 1 | 4 | 0 | 9 |
| PREPARE NEW RELOCATION PLAN & PROFILE | 1 | 0 | 2 | 2 | 4 | 1 | 8 | 0 | 17 |
| DETAIL PREPARATION | 1 | 0 | 0 | 2 | 4 | 1 | 6 | 0 | 13 |
| CLIENT COORDINATION | | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 4 |
| 90% SUBMISSION | | 0 | 1 | 3 | 2 | 0 | 0 | 0 | 6 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 2 | 0 | 4 | 6 | 0 | 12 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 5 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 2 | 4 | 0 | 1 | 2 | 4 | 13 |
| TOTAL | 3 | 0 | 7 | 18 | 20 | 8 | 26 | 4 | 83 |
| | | RATE | HRS | | | | | | COST |
| PRINCIPAL IN CHARGE | | \$220.67 | 0 | | | | | | \$ - |
| PROJECT MANAGER | | \$168.75 | 7 | | | | | | \$ 1,181.25 |
| UTILITY SPECIALIST | | \$103.84 | 18 | | | | | | \$ 1,869.12 |
| CIVIL ENGINEER | | \$76.95 | 20 | | | | | | \$ 1,519.00 |
| CADD MANAGER | | \$116.16 | 8 | | | | | | \$ 929.44 |
| CADD OPERATOR | | \$85.02 | 26 | | | | | | \$ 2,210.52 |
| CLERICAL | | \$77.25 | 4 | | | | | | \$ 309.00 |
| | | | | | | | | SUBTOTAL | \$ 8,018.33 |
| TOTAL | | | | | | | | | \$ 8,018.33 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY TASK 3 ITEM "F" CENTER DR. - FREEWAY CROSSING @ STATION "L" 69+55A | | | | | | | | | |
|---|---------------|----------|----------|-----------|-----------|----------|-----------|----------|-----------|
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| REVISE EXISTING PLAN & PROFILE FOR ABANDONMENT | 1 | 0 | 1 | 2 | 6 | 1 | 6 | 0 | 16 |
| DETAIL PREPARATION | 1 | 0 | 0 | 0 | 4 | 0 | 2 | 0 | 6 |
| CLIENT COORDINATION | | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 90% SUBMISSION | | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 2 | 2 | 1 | 4 | 0 | 9 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 4 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 1 | 2 | 0 | 0 | 0 | 3 | 6 |
| TOTAL | 2 | 0 | 4 | 11 | 17 | 2 | 12 | 3 | 49 |

| | RATE | HRS | COST |
|---------------------|----------|-----|-----------------|
| PRINCIPAL IN CHARGE | \$220.87 | 0 | \$ - |
| PROJECT MANAGER | \$168.76 | 4 | \$ 876.00 |
| UTILITY SPECIALIST | \$103.84 | 11 | \$ 1,142.24 |
| CIVIL ENGINEER | \$75.95 | 17 | \$ 1,291.15 |
| CADD MANAGER | \$116.18 | 2 | \$ 232.36 |
| CADD OPERATOR | \$85.02 | 12 | \$ 1,020.24 |
| CLERICAL | \$77.25 | 3 | \$ 231.75 |
| | | | SUBTOTAL |
| | | | \$ 4,592.74 |
| TOTAL | | | \$ 4,592.74 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY TASK 3 ITEM "G" BIGELOW DR. - E. ROLAND ST. TO E. APPION WAY | | | | | | | | | |
|--|---------------|-------------|------------|-----------------|-----------|----------|-----------|----------|--------------------|
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| PREPARE NEW RELOCATION PLAN & PROFILE | 1 | 0 | 1 | 4 | 10 | 2 | 12 | 0 | 29 |
| DETAIL PREPARATION | 1 | 0 | 0 | 2 | 6 | 1 | 8 | 0 | 17 |
| CLIENT COORDINATION | | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 5 |
| 90% SUBMISSION | | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 5 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 2 | 2 | 1 | 6 | 0 | 11 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 5 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 2 | 3 | 3 | 1 | 2 | 4 | 15 |
| TOTAL | 2 | 0 | 6 | 21 | 27 | 5 | 28 | 4 | 91 |
| | | RATE | HRS | | | | | | COST |
| PRINCIPAL IN CHARGE | | \$220.67 | 0 | | | | | | \$ - |
| PROJECT MANAGER | | \$168.76 | 6 | | | | | | \$ 1,012.50 |
| UTILITY SPECIALIST | | \$103.84 | 21 | | | | | | \$ 2,180.84 |
| CIVIL ENGINEER | | \$75.95 | 27 | | | | | | \$ 2,050.85 |
| CADD MANAGER | | \$116.18 | 6 | | | | | | \$ 680.90 |
| CADD OPERATOR | | \$85.02 | 28 | | | | | | \$ 2,380.56 |
| CLERICAL | | \$77.25 | 4 | | | | | | \$ 309.00 |
| | | | | SUBTOTAL | | | | | \$ 8,514.25 |
| TOTAL | | | | | | | | | \$ 8,514.25 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY TASK 3 ITEM "H" MULDOON ST. - FREEWAY CROSSING @ STATIONS "L" 89+50 | | | | | | | | |
|---|---------------|----------|----------|-----------|-----------|----------|-----------|-----------|
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 4 |
| PREPARE NEW RELOCATION PLAN & PROFILE | 1 | 0 | 1 | 4 | 8 | 2 | 14 | 29 |
| DETAIL PREPARATION | 1 | 0 | 0 | 2 | 4 | 0 | 6 | 12 |
| CLIENT COORDINATION | | 0 | 1 | 4 | 0 | 0 | 0 | 6 |
| 90% SUBMISSION | | 0 | 1 | 4 | 4 | 0 | 2 | 11 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 4 | 4 | 1 | 8 | 17 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 4 | 0 | 0 | 5 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 2 | 3 | 2 | 0 | 2 | 13 |
| TOTAL | 2 | 0 | 6 | 23 | 28 | 3 | 32 | 96 |

| | RATE | HRS | COST |
|---------------------|----------|-----|-----------------------------|
| PRINCIPAL IN CHARGE | \$220.87 | 0 | \$ - |
| PROJECT MANAGER | \$168.75 | 6 | \$ 1,012.60 |
| UTILITY SPECIALIST | \$103.84 | 23 | \$ 2,388.32 |
| CIVIL ENGINEER | \$76.95 | 28 | \$ 2,128.80 |
| CADD MANAGER | \$116.18 | 3 | \$ 348.54 |
| CADD OPERATOR | \$86.02 | 32 | \$ 2,720.64 |
| CLERICAL | \$77.25 | 4 | \$ 309.00 |
| | | | SUBTOTAL \$ 8,905.60 |
| TOTAL | | | \$ 8,905.60 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY | | | | | | | | | |
|--|---------------|------------|----------|----|----|----|----|---|--------------------|
| TASK 3 ITEM "I" MULDOON ST. - FREEWAY CROSSING @ STATIONS "L" 89+50 | | | | | | | | | |
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| REVIEW EXISTING PLANS | 1 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| PREPARE NEW RELOCATION PLAN & PROFILE | 1 | 0 | 1 | 2 | 8 | 2 | 10 | 0 | 23 |
| DETAIL PREPARATION | 1 | 0 | 0 | 2 | 4 | 0 | 6 | 0 | 12 |
| CLIENT COORDINATION | | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 4 |
| 90% SUBMISSION | | 0 | 1 | 4 | 2 | 0 | 0 | 0 | 7 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 4 | 0 | 1 | 8 | 0 | 13 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 5 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 2 | 3 | 2 | 0 | 2 | 4 | 13 |
| TOTAL | 2 | 0 | 6 | 20 | 22 | 3 | 26 | 4 | 81 |
| | <u>RATE</u> | <u>HRS</u> | | | | | | | <u>COST</u> |
| PRINCIPAL IN CHARGE | \$220.87 | 0 | | | | | | | \$ - |
| PROJECT MANAGER | \$168.76 | 6 | | | | | | | \$ 1,012.56 |
| UTILITY SPECIALIST | \$103.84 | 20 | | | | | | | \$ 2,076.80 |
| CIVIL ENGINEER | \$76.95 | 22 | | | | | | | \$ 1,670.90 |
| CADD MANAGER | \$116.18 | 3 | | | | | | | \$ 348.54 |
| CADD OPERATOR | \$85.02 | 28 | | | | | | | \$ 2,210.52 |
| CLERICAL | \$77.25 | 4 | | | | | | | \$ 309.00 |
| | | | SUBTOTAL | | | | | | \$ 7,628.26 |
| TOTAL | | | | | | | | | \$ 7,628.26 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY TASK 3 ITEM "J" CENTER DR. - ARTHUR ST. TO NORTH SIDE OF BALSAM ST. | | | | | | | | | |
|---|---------------|----------|----|----|----|----|----|---|-----------|
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| PREPARE NEW RELOCATION PLAN & PROFILE | 1 | 0 | 1 | 2 | 6 | 1 | 8 | 0 | 18 |
| DETAIL PREPARATION | 1 | 0 | 0 | 0 | 4 | 0 | 6 | 0 | 10 |
| CLIENT COORDINATION | | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| 90% SUBMISSION | | 0 | 1 | 4 | 0 | 1 | 4 | 0 | 10 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 4 | 2 | 1 | 8 | 0 | 13 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 4 | 0 | 0 | 0 | 5 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 2 | 4 | 2 | 0 | 2 | 4 | 14 |
| TOTAL | 2 | 0 | 5 | 17 | 18 | 3 | 26 | 4 | 73 |

| | RATE | HRS | COST |
|---------------------|----------|-----|-------------|
| PRINCIPAL IN CHARGE | \$220.67 | 0 | \$ - |
| PROJECT MANAGER | \$168.75 | 5 | \$ 843.75 |
| UTILITY SPECIALIST | \$103.84 | 17 | \$ 1,765.28 |
| CIVIL ENGINEER | \$75.95 | 18 | \$ 1,387.10 |
| CADD MANAGER | \$116.18 | 3 | \$ 348.54 |
| CADD OPERATOR | \$85.02 | 26 | \$ 2,210.62 |
| CLERICAL | \$77.26 | 4 | \$ 309.00 |
| SUBTOTAL | | | \$ 6,844.19 |
| TOTAL | | | \$ 6,844.19 |

EXHIBIT A

| The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY TASK 3 ITEM "K" E. ROLAND ST. - PONDEROSA DR. TO BIGELOW DR. | | | | | | | | | |
|--|---------------|----------|----------|-----------|-----------|----------|-----------|-----------|-----------|
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | TOTAL HRS | |
| | | P | PM | US | CE | CM | CO | | C |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| PREPARE NEW RELOCATION PLAN & PROFILE | 1 | 0 | 1 | 2 | 6 | 1 | 8 | 0 | 18 |
| DETAIL PREPARATION | 1 | 0 | 0 | 2 | 4 | 0 | 4 | 0 | 10 |
| CLIENT COORDINATION | | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 90% SUBMISSION | | 0 | 1 | 2 | 2 | 1 | 4 | 0 | 10 |
| PREPARE FINAL PLAN & PROFILE PER 80% COMMENTS | | 0 | 0 | 3 | 2 | 1 | 6 | 0 | 12 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 2 | 0 | 0 | 0 | 3 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 1 | 2 | 2 | 0 | 2 | 3 | 10 |
| TOTAL | 2 | 0 | 4 | 14 | 20 | 3 | 24 | 3 | 88 |

| | RATE | HRS | COST |
|---------------------|----------|-----|-----------------|
| PRINCIPAL IN CHARGE | \$220.67 | 0 | \$ - |
| PROJECT MANAGER | \$168.75 | 4 | \$ 675.00 |
| UTILITY SPECIALIST | \$103.84 | 14 | \$ 1,453.78 |
| CIVIL ENGINEER | \$75.95 | 20 | \$ 1,519.00 |
| CADD MANAGER | \$116.16 | 3 | \$ 348.64 |
| CADD OPERATOR | \$85.02 | 24 | \$ 2,040.48 |
| CLERICAL | \$77.25 | 3 | \$ 231.75 |
| | | | SUBTOTAL |
| | | | \$ 6,268.53 |
| TOTAL | | | \$ 6,268.53 |

EXHIBIT A

The LOUIS BERGER GROUP, Inc.
 PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN
 CLIENT: CARSON CITY

TASK 3
 ITEM "L" HICKORY DR. - AT US 395 STATION "L" 79+30±

| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | TOTAL HRS | |
|---|---------------|----------|----------|-----------|-----------|----------|-----------|-----------|-----------|
| | | P | PM | US | CE | CM | CO | | C |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| PREPARE RELOCATION PLAN & PROFILE | 1 | 0 | 1 | 3 | 10 | 2 | 18 | 0 | 32 |
| DETAIL PREPARATION | 1 | 0 | 0 | 1 | 6 | 1 | 6 | 0 | 14 |
| CLIENT COORDINATION | | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 5 |
| 90% SUBMISSION | | 0 | 1 | 3 | 2 | 0 | 0 | 0 | 6 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 2 | 2 | 1 | 6 | 0 | 11 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 4 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 2 | 2 | 3 | 1 | 3 | 4 | 15 |
| TOTAL | 2 | 0 | 6 | 17 | 26 | 6 | 31 | 4 | 91 |

| | RATE | HRS | COST |
|---------------------|----------|-----|-----------------------------|
| PRINCIPAL IN CHARGE | \$220.67 | 0 | \$ - |
| PROJECT MANAGER | \$168.76 | 6 | \$ 1,012.56 |
| UTILITY SPECIALIST | \$103.84 | 17 | \$ 1,765.28 |
| CIVIL ENGINEER | \$75.95 | 28 | \$ 2,126.60 |
| CADD MANAGER | \$116.18 | 5 | \$ 580.90 |
| CADD OPERATOR | \$85.02 | 31 | \$ 2,635.62 |
| CLERICAL | \$77.25 | 4 | \$ 309.00 |
| | | | SUBTOTAL \$ 8,429.90 |

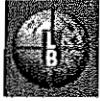
TOTAL \$ 8,429.90

EXHIBIT A

| <p>The LOUIS BERGER GROUP, Inc. PROJ DESC: CARSON CITY UTILITIES RELOCATION FINAL DESIGN CLIENT: CARSON CITY</p> <p>TASK 3 ITEM "M" HILLVIEW DR. - AT US 395 "L" 97+60±</p> | | | | | | | | | |
|--|---------------|------------|----------|-----------|-----------|----------|-----------|-----------------|--------------------|
| DESCRIPTION | NO. OF SHEETS | MANHOURS | | | | | | | TOTAL HRS |
| | | P | PM | US | CE | CM | CO | C | |
| REVIEW EXISTING PLANS | | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| PREPARE RELOCATION PLAN & PROFILE | 1 | 0 | 1 | 2 | 5 | 1 | 6 | 0 | 15 |
| DETAIL PREPARATION | 1 | 0 | 0 | 0 | 4 | 0 | 4 | 0 | 8 |
| CLIENT COORDINATION | | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 4 |
| 90% SUBMISSION | | 0 | 1 | 3 | 2 | 0 | 0 | 0 | 6 |
| PREPARE FINAL PLAN & PROFILE PER 90% COMMENTS | | 0 | 0 | 3 | 2 | 1 | 4 | 0 | 10 |
| PREPARE FINAL CONSTRUCTION COST ESTIMATE | | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 4 |
| SUBMISSION OF FINAL PLANS & SPECIFICATION | | 0 | 1 | 2 | 2 | 0 | 3 | 4 | 12 |
| TOTAL | 2 | 0 | 5 | 15 | 20 | 2 | 17 | 4 | 63 |
| | RATE | HRS | | | | | | COST | |
| PRINCIPAL IN CHARGE | \$220.67 | 0 | | | | | | \$ | - |
| PROJECT MANAGER | \$168.76 | 5 | | | | | | \$ | 843.75 |
| UTILITY SPECIALIST | \$103.84 | 15 | | | | | | \$ | 1,557.60 |
| CIVIL ENGINEER | \$75.95 | 20 | | | | | | \$ | 1,519.00 |
| CADD MANAGER | \$118.18 | 2 | | | | | | \$ | 232.38 |
| CADD OPERATOR | \$85.02 | 17 | | | | | | \$ | 1,445.34 |
| CLERICAL | \$77.26 | 4 | | | | | | \$ | 309.00 |
| | | | | | | | | SUBTOTAL | \$ 5,907.05 |
| TOTAL | | | | | | | | | \$ 5,907.05 |

EXHIBIT A

| | | | |
|---|---|----------|--------------------|
| The LOUIS BERGER GROUP, Inc. | | | |
| PROJ DESC: CARSON CITY UTILITIES RELOCATION PROJECT | | | |
| CLIENT: CARSON CITY | | | |
| <u>DIRECT EXPENSES</u> | | | |
| <u>DIRECT EXPENSES</u> | | | |
| TRAVEL: | Airfare (10 Trips @ \$350 Las Vegas to Reno, Roundtrip) | | \$ 3,500.00 |
| | Car Rental (10 Days @ \$80 per day) | | \$ 800.00 |
| | | SUBTOTAL | \$ 4,300.00 |
| COMMUNICATION: | FEDEX (9 months @ \$100 per month) | | \$ 900.00 |
| REPRODUCTION: | FULL SIZE COPIES (35 SETS x 29 SHTS x \$0.47/SHT) | | \$ 477.05 |
| TOTAL DIRECT EXPENSES | | | \$ 5,677.05 |
| TOTAL | | | \$ 5,677.05 |



THE Louis Berger Group, INC.

625 Fairview Drive, Suite 109, Carson City, Nevada 89701
Tel 775 841 4418 Fax 775 841 4498 www.louisberger.com

May 16, 2012

Mr. David Lauffer
Right of Way Agent
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712

**RE: CARSON CITY FREEWAY PHASE 2B-2
CARSON CITY UTILITIES POST DESIGN SUPPORT**

Dear Mr. Lauffer:

Per your request of May 16, 2012, I am resubmitting our estimate of cost proposal for post design services (attached) for the Carson City utility work that will be included in the Carson City Freeway Phase 2B-2 project for your use. The cost proposal includes post design services that are both reimbursable and non-reimbursable in the following amounts:

| | |
|----------------------------|-------------|
| Reimbursable Costs | \$19,250.68 |
| Non-Reimbursable Costs | \$16,019.90 |
| Total Post Design Services | \$35,270.58 |

As mentioned above, the scope of work and cost estimate is attached. If I can be of further assistance, please do not hesitate to call me.

Sincerely,

Frank Csiga, Jr., P.E.
Manager, Northern Nevada

Attachment

cc: Thomas Guinn, P.E., Carson City Department of Public Works

EXHIBIT B

POST DESIGN SERVICES

| | PRINCIPAL | PM | UTILITY SPECIALIST | CADD MANAGER | CADD |
|--|-----------|----------|-----------------------|-----------------|---------|
| | | \$168.75 | \$103.84 | \$116.18 | \$85.02 |

Bidding Phase

| | | | | | |
|------------------------------------|--|---|---|---|---|
| Respond to RFIs During Bid Phase | | 2 | 8 | 0 | |
| Preparation of Supplementals | | 2 | 8 | 4 | 8 |
| Attend Pre-Bid Meeting | | 2 | | | |
| Bid Analysis | | 4 | | 0 | |
| Attend Pre-Construction Conference | | 4 | | 0 | |

Construction Support

| | | | | | |
|---|--|----|----|---|----|
| Construction Coordination & Weekly Meetings | | 16 | | | |
| Respond to RFIs | | 4 | 8 | | |
| Prepare Change Order | | 4 | 4 | 8 | 8 |
| Shop Drawing/Submittal Review | | 4 | | | |
| Waterline Submittals | | | 12 | | |
| Sewer Submittals | | | 12 | | |
| Misc Items | | | 12 | | |
| Attend Partnering Workshop | | 8 | | | |
| Attend Quarterly Partnering Meetings | | 12 | | | |
| Attend Office and Field Mtgs | | 16 | | | |
| Evaluate Utility Conflicts | | 4 | 12 | 4 | 8 |
| As-Built Drawings | | 4 | 8 | 4 | 20 |

Misc Design Support

| | | | | | |
|--|--|--------------------|--------------------|-------------------|-------------------|
| PM Request | | 16 | 16 | 8 | 8 |
| Total Estimated Hours | | 102 | 100 | 28 | 52 |
| Subtotal of Estimated Costs | | \$17,212.50 | \$10,384.00 | \$3,253.04 | \$4,421.04 |
| Total Post Design Services | | \$35,270.58 | | | |
| Reimbursable Costs @ 54.58% | | \$19,250.68 | | | |
| Non-Reimbursable Costs @ 45.42% | | \$16,019.90 | | | |