

Item # 4-2

**CARSON CITY, NEVADA  
REQUEST FOR BOARD ACTION**

**Date Submitted:** November 7, 2006    **Agenda Date Requested:** November 16, 2006  
**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Public Works, Engineering - Contracts

**Subject Title:** Action to accept Public Works Recommendation on the "Carson City Freeway Utility Relocation, Phase 2A - Colorado St., S. Saliman Rd., and Fairview Dr./Linear Ditch Construction Engineering Services" Contract No. 2006-075 and to authorize Public Works to issue payments to The Louis Berger Group, Inc., located at 500 Amigo Court, Suite 100, Las Vegas, Nevada 89119 for a contract amount not to exceed \$39,220.10 and a contingency amount of 3,922.00 from the Water and Sewer NDOT By-Pass Funds as provided for in FY 2006/2007.

**Staff Summary:** Carson City is in the process of relocating their facilities as part of the Carson City Freeway Phase 2A Utility Relocation Project and the above described contract is necessary for the construction and relocation in Colorado St., S. Salmian Rd., and Fairview Dr. to Linear Ditch.

**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 on the "Carson City Freeway Utility Relocation, Phase 2A - Colorado St., S. Saliman Rd., and Fairview Dr./Linear Ditch Construction Engineering Services" Contract No. 2006-075 and to authorize Public Works to issue payments to The Louis Berger Group, Inc., located at 500 Amigo Court, Suite 100, Las Vegas, Nevada 89119 for a contract amount not to exceed \$39,220.10 and a contingency amount of 3,922.00 from the Water and Sewer NDOT By-Pass Funds as provided for in FY 2006/2007.

**Explanation for Recommended Board Action:** This contract will provide for construction engineering related to the City sewer and water relocations for Phase 2A of the Carson City Freeway in the Colorado St., S. Saliman Rd., and Fairview Dr./Linear Ditch area. The work includes bidding services, preparation of conformed documents, responding to requests for information, shop drawing review, and preparation of record drawings. The Colorado St., S. Saliman Rd., and Fairview Dr./Linear Ditch area sewer and water relocations are one of three relocations related to Phase 2A of the Freeway. Construction in the area is expected to begin in January, 2007. The Board of Supervisors approved the reimbursement agreement with NDOT for this work at it's October 5, 2006, meeting. Additional relocations will be performed in the Fifth St./Butti Way area and along Highway 50 East on both sides of the Freeway.

**Applicable Statute, Code, Policy, Rule or Regulation:** Architects, Engineers and Surveyors are considered professional services contracts pursuant to the requirements of N.R.S., Chapters 332 and 625, therefore, a formal bidding process is not required.



# PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

**THIS AGREEMENT**, made and entered into this 16th day of November, 2006, 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., a qualified firm, licensed in the State of Nevada and Carson City, with an office located at 500 Amigo Court, Suite 100, Las Vegas, Nevada 89119 hereinafter referred to as the "**CONSULTANT**".

## WITNESSETH:

**WHEREAS**, the Contracts Division for the City and County of Carson City is authorized to approve and accept the Agreement as set forth in and by the following provisions; and

**WHEREAS**, no contract or agreement concerning the duties, responsibilities, and/or scope of work by the **CONSULTANT** presently exists; and

**WHEREAS**, the **CITY** desires to employ the services of the **CONSULTANT** for the intended work of hereinafter referred to as "**CONTRACT #2006-075**", and titled "**Carson City Freeway Phase 2A Utility Relocations, Colorado St., S. Saliman Rd., and Fairview Dr./Linear Ditch Construction Engineering Services**"; and

**WHEREAS**, the **CONSULTANT** shall be compensated for all services rendered as herein agreed.

**NOW, THEREFORE**, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

## ARTICLE 1

### 1 SCOPE OF WORK:

#### 1.1 Description of Work:

1.1.1 See attached proposal from Consultant dated October 31, 2006.

1.2 The **CONSULTANT**, as promptly and as economically as practicable, shall perform the services as described in the *Description of Work*.

1.3 This agreement represents the entire understanding between the parties. Any amendments to this Agreement shall be agreed upon in writing between the **CITY** and **CONSULTANT**.

# PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

## ARTICLE 2

### 2 TIME OF COMPLETION:

- 2.1 **CONSULTANT** shall complete the *Scope of Work* on or before September 1, 2007, however, this contract continues as long as funding exists to continue. The contract may be terminated after this date by either party giving five (5) days written notice to terminate the contract.
- 2.2 If, however, the **CONSULTANT** is delayed in the performance or completion of the work under this Agreement by labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the **CONSULTANT** and without his fault or negligence, then the time for the performance or completion of said work may be extended for a reasonable period to allow therefor.

## ARTICLE 3

### 3 COMPENSATION:

- 3.1 **CITY** agrees to pay the **CONSULTANT** upon performance of the work described in *Scope of Work*.
- 3.2 **CITY** shall pay **CONSULTANT** compensation based upon time and materials not to exceed a maximum amount of \$39,220.10 hereinafter referred to as the **CONTRACT SUM**.
- 3.3 The compensation named herein is for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work.
- 3.4 **CITY** agrees to make payments within thirty (30) days after acceptance of the completed work or from the date the correct invoice is received by the *Contact Person*, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to the **CONSULTANT**.
- 3.5 The **CITY** reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the **CITY** does not allocate funds to continue the function performed by the **CONSULTANT** obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.
- 3.6 None of the sums due or to become due, nor any of the work to be performed under this Agreement shall be assigned, nor shall the **CONSULTANT** subcontract any substantial portion of this Agreement without the **CITY'S** prior written consent.

## ARTICLE 4

### 4 PERMITS AND REGULATIONS:

- 4.1 Before commencing with the performance of any work under this Agreement, the **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary.

# PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

- 4.2 Before and during the progress of work under this Agreement, the **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 Agreement.
- 4.3 If the **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.
- 4.4 **CONSULTANT** agrees to obtain a Carson City Business License and provide a copy of same to Carson City Public Works - Contracts Division prior to commencing work.

## ARTICLE 5

### 5 CITY'S RESPONSIBILITIES:

- 5.1 The **CITY** shall provide requested information to the **CONSULTANT** in a timely manner.
- 5.2 The **CITY** shall designate three (3) representatives who are authorized to act on the **CITY'S** behalf with respect to the Project. These authorized representatives shall render decisions on documents submitted by the **CONSULTANT** in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the services.
- 5.2.1 **Contract Administrator:**  
Sandy Scott, Contract Administrator  
Carson City Public Works - Contracts Division  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x1101 / FAX 887-2112
- 5.2.2 **Project Manager:**  
Jay Ahrens, P.E.  
Carson City Public Works - Engineering  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x 1002 / FAX 887-2112
- 5.2.3 **Detailed Invoices using the City's format shall be mailed to:**  
Karen White, Accounting Clerk II  
Carson City Public Works - Engineering  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x1023 / FAX 887-2112

# PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

## ARTICLE 6

### 6 INSURANCE:

#### 6.1 GENERAL LIABILITY:

- 6.1.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, such general liability and property damage insurance as shall protect him and any subconsultant performing work covered by the Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the **CONSULTANT'S** performance, or by any subconsultant, person, firm or employee directly or indirectly employed by him.
- 6.1.2 The **CONSULTANT** agrees that the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701 shall be listed as an additional insured.

#### 6.2 PROFESSIONAL LIABILITY:

- 6.2.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, errors and omissions insurance.

#### 6.3 INDUSTRIAL INSURANCE:

- 6.3.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, worker's compensation insurance as required by the provisions of Chapter 616 of the NRS.

#### 6.4 ADDITIONAL INSURANCE REQUIREMENTS:

- 6.4.1 Upon failure to provide insurance, the **CITY** may, at its sole option, order the **CONSULTANT** to stop work, suspend the Agreement, or terminate the Agreement.
- 6.4.2 The **CONSULTANT** shall furnish to the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701, the certificates of said insurances prior to commencing work.
- 6.4.3 Within 24 hours of any suspension, cancellation, reduction, or termination of coverage, the **CONSULTANT** agrees to provide the **CITY** written notice of same.
- 6.4.4 In the event the **CITY** must pay any premium(s) on behalf of the **CONSULTANT**, after the execution of this Agreement, the **CONSULTANT** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **CONSULTANT** by the **CITY**.

# PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

## ARTICLE 7

### 7 INDEMNIFICATION:

- 7.1 This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the **CONSULTANT** will be an independent contractor and not Carson City's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, The Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Nevada State revenue and taxation law. The **CONSULTANT** will remain sole and absolute discretion in the judgment of the manner and means of carrying out the **CONSULTANTS** activities and responsibilities hereunder. The **CONSULTANT** agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **CONSULTANT** and the City, and the City will not be liable for any obligation incurred by the **CONSULTANT**, including but not limited to unpaid minimum wages and/or overtime premiums.
- 7.2 The **CONSULTANT** hereby agrees to indemnify, hold harmless and defend, not excluding the City's right to participate, the City, its officers, agents and employees, from and against all liability, claims, actions, damages, losses and expense, including but not limited to reasonable attorneys' fees and costs arising out of any negligent or willful acts or omissions of the Contractor, its officers, agents and employees.

## ARTICLE 8

### 8 TERMINATION:

- 8.1 Anything in this Agreement to the contrary notwithstanding, if the **CONSULTANT** should fail to make progress as to endanger performance of this Agreement in accordance with its terms, or if he should fail to make prompt payments to subconsultants for material or labor, or if he should violate any laws, ordinances or regulations, or otherwise violate any provision of this Agreement, then the **CITY** may, without prejudice to any other right or remedy, terminate this Agreement in whole or from time to time in part upon written notice and proceed to complete or cause the work to be completed.
- 8.2 The **CITY** may deduct the cost of completing the said work from payments then or thereafter due to the **CONSULTANT**, who shall pay the **CITY** any amount by which such cost of completion shall exceed the unpaid monies due or to become due to the **CONSULTANT**.
- 8.3 In addition to the provisions of the preceding paragraph, the **CITY** shall have the right to terminate this Agreement without cause upon five (5) days' written notice to the **CONSULTANT**. In that event, the **CITY** shall pay to the **CONSULTANT** a proportionate amount of the **CONTRACT SUM**, as amended, based upon the percentage of the completion of the work under this Agreement and any amendment hereto.

# PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

## ARTICLE 9

### 9 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS:

- 9.1 The Drawings, Specifications and other documents prepared by the **CONSULTANT** for the Project are instruments of the **CONSULTANT'S** service for use solely with respect to the Project and, unless otherwise provided, the **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.
- 9.2 The **CITY** shall be permitted to retain copies, including reproducible copies, of the **CONSULTANT'S** Drawings, Specifications, and other documents for information and reference in connection with the Project.
- 9.3 The **CONSULTANT'S** Drawings, Specifications and other documents shall not be used by the **CITY** or others without expressed permission of the **CONSULTANT**.

## ARTICLE 10

### 10 MISCELLANEOUS:

- 10.1 This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Nevada.
- 10.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 10.3 The **CITY** and **CONSULTANT**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 10.4 This Agreement represents the entire and integrated agreement between the **CITY** and **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **CITY** and **CONSULTANT**.
- 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONSULTANT**.
- 10.6 **CONSULTANT** shall be required to maintain telephone service such that the **CITY** may contact or leave a message for the **CONSULTANT** or their designee at any time. **CONSULTANT** shall provide advance notice to the **CITY** of any change in telephone number.
- 10.7 Written notice under this Agreement, shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered mail to the **CONSULTANT** at the address shown on page 9, or to the **CITY** at the address shown herein.



# **PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS**

10.7.1 Notice to CITY shall be addressed to:

Carson City Public Works - Contracts Division  
C/O Sandy Scott, Contract Administrator  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x1101 / FAX 887-2112

10.8 Failure of either party to this Agreement to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of subsequent failures to comply with any such provision.

## **ARTICLE 11**

### **11 COST ACCOUNTING AND AUDITS:**

11.1 If required by the CITY, the CONTRACTOR agrees to make available to the CITY within two (2) years after the completion of the work under this Agreement, such books, records, receipts, vouchers, or other data as may be deemed necessary by the 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 work performed under this Agreement.

# PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

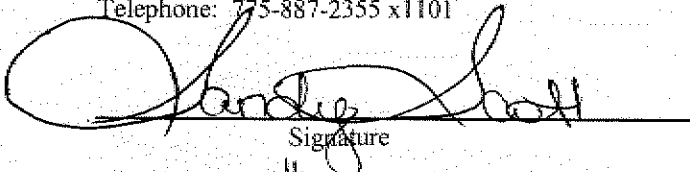
## 12 ACKNOWLEDGMENT AND EXECUTION:

12.1 This AGREEMENT entered into as of the day and year first written above.

### CITY'S CONTRACTING AGENT

BY: Sandy Scott  
Title: Contract Administrator

Carson City Public Works  
Contracts Division  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 x1101



Signature

DATED this 7<sup>th</sup> day of November, 2006.

### CITY CONTACT PERSON

NAME: Jay Ahrens, P.E.

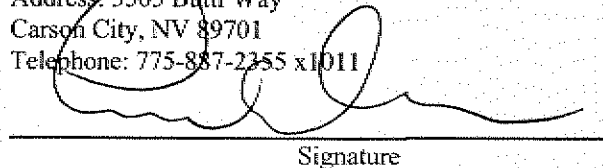
PHONE: 775-887-2355 x 1002

### CITY DEPARTMENT:

Public Works

**I hereby concur with the initiation of this Agreement and I certify that the consultant will not be given authorization to begin work until this Agreement has been signed by all parties.**

BY: Lawrence A. Werner  
Title: City Engineer  
Address: 3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355 x1011



Signature

DATED this 11<sup>th</sup> day of November, 2006.

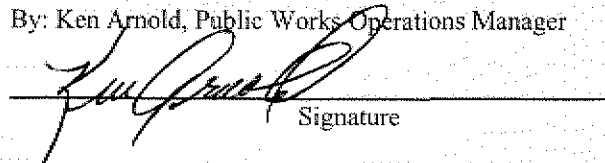
I certify that the funds are available for this project.

### FUNDING SOURCE:

Water 520-3505-435-7893  
NDOT By-Pass Non-Reimbursable  
520-3505-435-7894  
NDOT By-Pass Reimbursable  
Sewer 515-0000-434-7998  
NDOT By-Pass Reimbursable  
515-0000-434-7999  
NDOT By-Pass Non-Reimbursable

BUDGET ALLOCATION: \$39,220.10

By: Ken Arnold, Public Works Operations Manager



Signature

**PROFESSIONAL SERVICES  
AGREEMENT RELATED  
TO CONSTRUCTION PROJECTS**

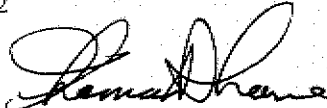
STATE OF NEVADA     )  
                                  ) ss  
CLARK COUNTY         )

Thomas D. Lane, P.E., deposes and says: That he is the Consultant, or authorized agent of the Consultant, for whom the aforesaid described work is to be performed by; that he has read the foregoing Agreement and understands the terms, conditions, and requirements thereof.

**I further understand that I must not begin work on this project until this agreement has been signed by the Board of Supervisors.**

**CONSULTANT**

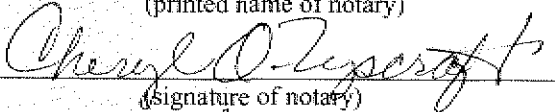
**BY:** Thomas D. Lane, P.E.  
**TITLE:** Vice President  
**FIRM:** The Louis Berger Group, Inc.  
**BUSINESS LICENSE #:** 06 18442  
**Address:** 500 Amigo Court, Suite 100  
**City:** Las Vegas  
**State/Zip Code:** Nevada 89119  
**Telephone:** 888-736-6632  
**Fax#** 702-736-1457



(Signature of Consultant)

DATED this 2<sup>nd</sup> day of November, 2006.

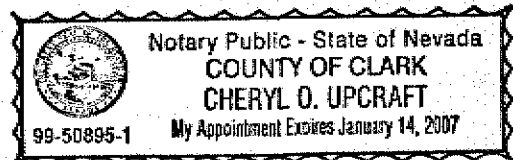
**NOTARY**  
**NAME:** CHERYL O. UPCRAFT  
(printed name of notary)



(signature of notary)

L.S.

DATED this 2<sup>nd</sup> day of November, 2006.



**PROFESSIONAL SERVICES  
AGREEMENT RELATED  
TO CONSTRUCTION PROJECTS**

**13 CONTRACT ACCEPTANCE AND EXECUTION:**

- 13.1 The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 16, 2006 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 2006-075** and titled "**Carson City Freeway Phase 2A Utility Relocations, Colorado St., S. Saliman Rd., and Fairview Dr./Linear Ditch**". Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada, to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
MARV TEIXEIRA, MAYOR

DATED this 16th day of November, 2006.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of November, 2006.

**\* \* \* END OF DOCUMENT \* \* \***



## **THE Louis Berger Group, INC.**

500 Amigo Court, Suite 100, Las Vegas, Nevada 89119  
Tel 702 736 6632 Fax 702 736 1457 www.louisberger.com

October 31, 2006

Mr. Jay Ahrens, P.E.  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701-3498

Project: Carson City Freeway Phase 2A Utility Relocations  
Project 00-6010

**RE: Colorado St., S. Saliman Rd., and Fairview Dr. /Linear Ditch  
Construction Engineering Services Proposal**

Mr. Ahrens:

The Louis Berger Group, Inc. (Berger) is pleased to submit this proposal for the above referenced project. The scope of work presented herewith is for construction engineering services for Carson City's water and sewer main construction project. Berger will commit the necessary resources to provide the services outlined below.

Berger will be the prime consultant and will only subcontract work for reproduction of required deliverables.

### **Scope of Services**

#### **General**

The Scope of Services proposed for this project includes project management, bidding phase services, preparation of conformed plans, preparation of project information sheet, response to requests for information, shop drawing review, site visits, and preparation of record drawings. A more detailed description of the tasks is presented below.

#### **Task 1 Project Management**

This task includes the work necessary to administer the activities, manage personnel and resources, monitor schedules and budgets, and coordinate with the City's Project and Construction Managers. Project duration is anticipated to be ten (10) months.

#### **Task 2 Bidding Phase Services**

This work includes supporting the City Project and Construction Manager in the following areas:

- a. Preparation of responses to questions regarding the plans, technical specifications, permits, and agreements during the bidding phase of the project,
- b. Attend an informal Pre-Bid Meeting,
- c. Preparation of up to two (2) addenda of the bid documents for the project,



Mr. Jay Ahrens  
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- d. Assist in the evaluation of the bid proposals,
- e. Prepare a recommendation of the bid proposals,
- f. Attend the Pre-Construction meeting,
- g. Preparation of a project information sheet.

### **Task 3 Conformed Documents**

This task includes the preparation of conformed contract plans which incorporates into the construction plans any addenda and other changes determined necessary by the City Project Manager. The conformed plans will be delivered to the City for contract preparation.

### **Task 4 Response to Requests for Information (RFI)**

This task involves the response to the City Construction Manager's and the Contractor's verbal and written questions during the project construction. All responses to Contractor's questions will be relayed to the Construction Manager in writing. It is not expected that Berger will direct the Contractor in any activities. Preliminary responses to contractor questions will be provided to the City Construction Manager within five working days.

### **Task 5 Shop Drawing Review**

This task involves assisting the Construction Manager in processing, reviewing, and recommendations for acceptance of shop drawing and cut sheet submittals in accordance with the provisions of the specifications for the work. Berger understands that substitute materials submitted by the contractor are recommended for approval by Berger if appropriate and only approved for use by the Construction Manager. Berger will provide a shop drawing stamp on each sheet of every submittal, as directed by the Construction Manager, showing technical criteria pertaining to each product. Berger will review a maximum of 30 shop drawing submittals for this project which may only be a portion of the contractor's submittals. Additional reviews by Berger will be considered additional services.

### **Task 6 Site Visits**

A Berger representative will make one site visit to the construction site during the course of the project when authorized by the City Project Manager. The City Project Manager will inform Berger of the required site visit a minimum of seven (7) calendar days prior to the requested date. Berger will provide written field notes to the City Project Manager within seven (7) calendar days of the site visit.

### **Task 7 Record Drawing Services**

Once to the Construction Manager has forward the contractor's redlines and change orders, Berger will prepare full-sized record plans on original bond to depict the work as constructed. Each plan sheet will be clearly marked "RECORD DRAWINGS". These

Mr. Jay Ahrens  
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drawings and electronic files will be delivered on original bond plot and electronic media to the Project Manager within sixty (60) days after the delivery of the contractor's redlines and change orders to Berger.

### **Work Location**

Berger assumes that most of the project consultant management meetings and project meetings will be held at Berger's Carson City office or at the Carson City Public Works Department building, or by conference call.

Berger proposes to perform most of the analysis and production work for assigned tasks at their Las Vegas, Nevada office.

### **Project Deliverables**

Berger expects to provide the following project deliverables for this project.

1. A maximum of two (2) Addenda to the Contract Documents during bidding.
2. WordPerfect and PDF files of the Addenda for City's use.
3. Written evaluation and recommendation of Bid Proposals.
4. Written responses to requests for information for City distribution.
5. Written telephone communications from bidders, contractors, and utilities.
6. Written responses to shop drawing reviews (30 reviews).
7. Project Information Sheet 11x17 bond and PDF file.
8. Original bond conformed contract plans.
9. Original Record Drawings (32 Sheets) on bond.
10. AutoCAD Files of the original Record Drawings for City's use.

All electronic drawing file formats shall be AutoCAD. All contract document electronic file formats shall be native WordPerfect.

### **Personnel**

Berger has carefully assembled a project team from within the Berger Las Vegas office. This team will be lead by Mr. Jimmy D. Roland, P.E. as Project Manager. Supporting Mr. Roland will be Ms. Liz Rutman (Design), Mr. Zack Sprute (Construction Coordination), Mr. Greg Varga (CADD), Mr. Tom Chapter for Quality Assurance, and Mr. Tom Lane as executive. Mr. Roland will assign other technical duties as appropriate within Berger for all other supporting roles for this project.

### **Schedule**

As indicated in our conversations, Berger anticipates that the project is expected to start within 3 days of Notice to Proceed for the Contract and construction is expected to be substantially complete by May 30, 2007. All work under this contract is expected to be completed by September 1, 2007 or as directed by Carson City.



**THE Louis Berger Group, INC.**

Mr. Jay Ahrens  
October 31, 2006  
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**Proposed Fee**

The proposed total cost for the proposed work as described is \$ 39,220.00. The cost breakdown is attached.

We look forward to providing services for this important project. If you have any questions, please feel free to contact us at (702) 736-6632.

Sincerely,

Thomas D. Lane, P.E.  
Vice President

Cc: Jimmy D. Roland, P.E.



## Contract Total Cost

**Construction Engineering Services  
Carson City Freeway Phase 2A Utility Relocation  
Colorado St, Saliman Rd, and Fairview Dr./Linear Ditch  
Carson City**

<b>Total Direct Labor</b>	<b>\$37,460.10</b>
<b>Direct Expenses</b>	<b>\$1,760.00</b>
<b>TOTAL COST</b>	<b>\$39,220.10</b>

## Consultant Direct Labor Rates

Construction Engineering Services  
Carson City Freeway Phase 2A Utility Relocation  
Colorado St, Saliman Rd, and Fairview Dr./Linear Ditch  
Carson City

Classification)	Current Rate	Billing Hourly Rate
Principal	\$86.54	\$230.20
Project Manager	\$52.88	\$140.66
Project Engineer	\$50.00	\$133.00
Staff Engineer	\$31.25	\$83.13
Sr Tech	\$39.66	\$105.50

Contract Completion Date:

July 1, 2007

**SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS**

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Sallman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Classification	Principal		Project Manager		Project Engineer		Staff Engineer		Sr. Tech		Total Direct	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$230.20		\$140.88		\$133.00		\$83.13		\$102.50		
Task	Activity Code	12	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Project Management	1	4	36	\$5,063.79	0	\$0.00	0	\$0.00	0	\$0.00	40	\$5,067.79
Bidding Phase Services	2	4	20	\$2,813.22	10	\$1,330.00	20	\$1,662.50	40	\$4,219.82	94	\$10,946.33
Conformed Documents	3	2	6	\$843.96	0	\$0.00	4	\$332.50	14	\$1,476.94	26	\$3,113.80
RFI Response	4	0	13	\$1,828.59	20	\$2,660.00	14	\$1,163.75	8	\$843.96	55	\$6,496.31
Shop Drawing Review	5	0	12	\$1,687.93	30	\$3,990.00	0	\$0.00	0	\$0.00	42	\$5,677.93
Site Visits	6	0	10	\$1,406.61	0	\$0.00	0	\$0.00	0	\$0.00	10	\$1,406.61
Record Drawing	7	1	8	\$1,125.29	0	\$0.00	0	\$0.00	32	\$3,375.86	41	\$4,731.34
<b>TOTAL:</b>		11	105	\$14,769.38	60	\$7,980.00	38	\$3,166.75	94	\$9,916.59	308	\$37,460.10

**COST SUMMARY BY ENGINEERING TASK**

Construction Engineering Services  
Carson City Freeway Phase 2A Utility Relocation  
Colorado St, Saliman Rd, and Fairview Dr./Linear Ditch  
Carson City

Post-Design Services				
Task	Activity Code	Direct Labor	Direct Expenses	Total
Project Management	1	\$5,087.79	\$0.00	\$5,087.79
Bidding Phase Services	2	\$10,946.33	\$1,040.00	\$11,986.33
Conformed Documents	3	\$3,113.80	\$200.00	\$3,313.80
RFI Response	4	\$6,496.31	\$0.00	\$6,496.31
Shop Drawing Review	5	\$5,677.93	\$0.00	\$5,677.93
Site Visits	6	\$1,406.61	\$320.00	\$1,726.61
Record Drawing	7	\$4,731.34	\$200.00	\$4,931.34
Totals		\$37,460.10	\$1,760.00	\$39,220.10

## Direct Expenses by Item

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Salliman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Item	Unit Amount	Unit Type	Rate	Total Expenses
<b>PLAN &amp; REPORT REPRODUCTION</b>				
Project Management	0	copies	\$0.10	\$0.00
Bidding Phase Services	2	Plan Set	\$200.00	\$400.00
Conformed Documents	1	Plan Set	\$200.00	\$200.00
RFI Response	0	copies	\$0.10	\$0.00
Shop Drawing Review	0	copies	\$0.10	\$0.00
Site Visits	0	copies	\$0.10	\$0.00
Record Drawing	1	Plan Set	\$200.00	\$200.00
		<b>Total</b>		<b>\$800.00</b>
<b>TRAVEL</b>				
Project Management	0	miles	\$0.425	\$0.00
Bidding Phase Services	2	trips	\$320.00	\$640.00
Conformed Documents	0	miles	\$0.425	\$0.00
RFI Response	0	miles	\$0.425	\$0.00
Shop Drawing Review	0	miles	\$0.425	\$0.00
Site Visits	1	trips	\$320.00	\$320.00
Record Drawing	0	miles	\$0.425	\$0.00
		<b>Total</b>		<b>\$960.00</b>
<b>TOTAL DIRECT COSTS</b>				<b>\$1,760.00</b>

**Staff Hours by Engineering Task Breakdown**

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Saliman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Task	Activity Code	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Project Management	1						
Administration		4	12				16
Coordinate with City			24				24
<b>Total</b>		<b>4</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>

**Staff Hours by Engineering Task Breakdown**

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Sallman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Task	Activity Code	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
<b>Bidding Phase Services</b>	2						
Bid RFI Responses			4	4	4		12
Pre-Bid Attendance			4				4
Addenda 1 Preparation		1	1	4	8	16	30
Addenda 2 Preparation		1	1	2	8	8	20
Bid Evaluation and Recommendation		2	4				6
Pre-Con Attendance			4				4
Project Information Sheet			2			16	18
<b>Total</b>		<b>4</b>	<b>20</b>	<b>10</b>	<b>20</b>	<b>40</b>	<b>94</b>

Staff Hours by Engineering Task Breakdown

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Saliman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Task	Activity Code	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Conformed Documents	3						
Plan Editing		1	2		4	12	19
Reproduction						2	2
QA/QC		1	4				5
<b>Total</b>		<b>2</b>	<b>6</b>	<b>0</b>	<b>4</b>	<b>14</b>	<b>26</b>



**Staff Hours by Engineering Task Breakdown**

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Saliman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Task	Activity Code	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
	4						
RFI Response							
RFI Request (20)			4	16	8		28
Plan Changes			1	4	6	8	19
Spec Changes			4				4
Additional Agency Coordination			4				4
<b>Total</b>		<b>0</b>	<b>13</b>	<b>20</b>	<b>14</b>	<b>8</b>	<b>55</b>

**Staff Hours by Engineering Task Breakdown**

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Sallman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Task	Activity Code	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Shop Drawing Review	5						
Reviews (30)			8	30			38
Coordination			4				4
<b>Total</b>		0	12	30	0	0	42

**Staff Hours by Engineering Task Breakdown**

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Saliman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Task	Activity Code	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Site Visits	6						
Meeting and Travel			8				8
			2				2
<b>Total</b>		<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>

**Staff Hours by Engineering Task Breakdown**

Construction Engineering Services  
 Carson City Freeway Phase 2A Utility Relocation  
 Colorado St, Saliman Rd, and Fairview Dr./Linear Ditch  
 Carson City

Task	Activity Code	Principal	Project Manager	Project Engineer	Staff Engineer	Sr. Tech	Total Hours
Record Drawing	7						
Plan Revisions			4			32	36
QA/QC		1	4				5
<b>Total</b>		1	8	0	0	32	41