

Item # 3-ZB

**City of Carson City
Agenda Report**

Date Submitted: March 25, 2008

Agenda Date Requested: April 3, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to determine that Contract No. 0708-117 is a contract for the services of a professional engineer; that the selection was made on the basis of the competence and qualifications of the engineer for the type of services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530; and to approve Contract No. 0708-117 with CH2M HILL, INC. for Carson City Freeway Phase 2B Muldoon Street West Utility Relocation Engineering Services through December 31, 2008 for a not to exceed cost of \$40,240 to be funded from the Water Fund: NDOT Freeway Non-Reimbursable 520-3505-435-7893 as provided in FY 2007/2008 & FY 2008/2009 and Sewer Fund: NDOT Freeway Non-Reimbursable 515-0000-434-7999 as provided in FY 2007/2008 & FY 2008/2009

Staff Summary: The project involves the preliminary engineering of sewer, reclaimed water and water facilities between Muldoon Street and South Carson Street to be relocated or extended due to the construction of Phase 2 of the Carson City Freeway by the Nevada Department of Transportation. This is the initial work required to complete the design engineering necessary to complete the Freeway utility relocations. Contract amendments will be brought to the Board for the specific construction projects required for completion. CH2M Hill, Inc was selected as a qualified consultant in May of 2007 through a consultant selection process (Request for Qualifications 2006-153). NDOT will be reimbursing the City for their share of the relocation costs.

Phase 2 of the Carson City Freeway begins at Highway 50 East (US 50) on the north and runs southerly and then westerly to the intersection of South Carson Street (US 395) and Highway 50 West (US 50). NDOT has essentially completed the design for Phase 2 of the Freeway, and it is now necessary for final design of utility relocations to commence. The Louis Berger Group has prepared 30% design for a portion of the utilities and this contract will utilize that information to create final designs and construction documents.

Additional relocation projects for Phase 2B are in progress. The installation of a sewer across South Carson Street at the Patrick Street alignment to provide sewer service to the west side of South Carson Street is substantially complete. The design for the relocation of the Valley View Drive sewer to South Edmonds Drive is 90% complete. The design for relocation of the Koontz Lane and Clearview Drive water to be installed by NDOT as part of their bridge construction is substantially complete.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Contract No. 0708-117 is a contract for the services of a professional engineer; that the selection was made on the basis of the competence and qualifications of the engineer for the type of services to be performed and not on the basis of competitive fees; and therefore not suitable for public bidding pursuant to NRS 625.530; and to approve Contract No. 0708-117 with CH2M HILL, INC. for Carson City Freeway Phase 2B Muldoon Street West Utility Relocation Engineering Services through December 31, 2008 for a not to exceed cost of \$40,240 to be funded from the Water Fund: NDOT Freeway Non-Reimbursable 520-3505-435-7893 as provided in FY 2007/2008 & FY 2008/2009 and Sewer Fund: NDOT Freeway Non-Reimbursable 515-0000-434-7999 as provided in FY 2007/2008 & FY 2008/2009

Explanation for Recommended Board Action: Pursuant to **NRS 625.530**, staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

NRS 625.530 Restrictions upon public works. Except as otherwise provided in NRS 338.1711 to 338.1727, inclusive, and 408.3875 to 408.3887, inclusive:

1. The State of Nevada or any of its political subdivisions, including a county, city or town, shall not engage in any public work requiring the practice of professional engineering or land surveying, unless the maps, plans, specifications, reports and estimates have been prepared by, and the work executed under the supervision of, a professional engineer, professional land surveyor or registered architect.
2. The provisions of this section do not:
 - (a) Apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$35,000.
 - (b) Include any maintenance work undertaken by the State of Nevada or its political subdivisions.
 - (c) Authorize a professional engineer, registered architect or professional land surveyor to practice in violation of any of the provisions of chapter 623 of NRS or this chapter.
 - (d) Require the services of an architect registered pursuant to the provisions of chapter 623 of NRS for the erection of buildings or structures manufactured in an industrial plant, if those buildings or structures meet the requirements of local building codes of the jurisdiction in which they are being erected.
3. The selection of a professional engineer, professional land surveyor or registered architect to perform services pursuant to subsection 1 must be made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of services to be performed and not on the basis of competitive fees. If, after selection of the engineer, land surveyor or architect, an agreement upon a fair and reasonable fee cannot be reached with him, the public agency may terminate negotiations and select another engineer, land surveyor or architect.

[12a:198:1919; added 1947, 797; A 1949, 639; 1943 NCL § 2875.06a]—(NRS A 1967, 953; 1971, 774; 1973, 1700; 1975, 208; 1977, 320; 1983, 807; 1989, 788; 1997, 1055; 1999, 3489; 2001, 2022; 2003, 119)

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

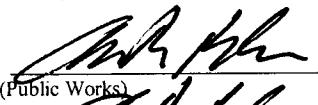
Fiscal Impact: \$40,240.00

Explanation of Impact: Amount of contract

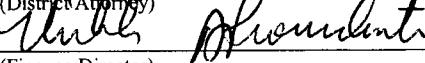
Funding Source: Water Fund: NDOT Freeway Non-Reimbursable 520-3505-435-7893 as provided in FY 2007/2008 & FY 2008/2009 and Sewer Fund: NDOT Freeway Non-Reimbursable 515-0000-434-7999 as provided in FY 2007/2008 & FY 2008/2009

Supporting Material: Contract for Services of Independent Contractor No. 0708-117

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By: 
(Public Works) Date: 3/25/08

(City Manager) Date: 3/25/08

(District Attorney) Date: 3-25-08

(Finance Director) Date: 3-25-08

Board Action Taken:

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

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0708-117

THIS CONTRACT, made and entered into this 3rd day of April, 2008, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and CH2M HILL, INC. hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0708-117 Carson City Freeway Phase 2B Muldoon Street West Utility Relocation Engineering Services Project No. 00-6010** 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 April 3, 2008 subject to Carson City Board of Supervisors' approval (anticipated to be April 3, 2008) to December 31, 2008, 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.

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For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

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

David R. Roundtree, PE / Vice President
CH2M HILL, INC.
50 West Liberty Street, Suite 205
Reno, NV 89501
775-329-7300 / FAX #775-329-9162
droundtr@ch2m.com

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

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

4 SCOPE OF WORK:

4.1 **CONTRACTOR** shall provide and perform the following services set forth in Carson City Freeway Phase 2B Muldoon Street West Relocation Engineering Services Task Order No. 1 – Preliminary Engineering attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the “**SERVICES**”.

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

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

4.4 **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering

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of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** 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, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** 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 **CONTRACTOR** 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 CONTRACTOR'S Drawings, Specifications & Other Documents:**

4.7.1.1 The drawing, specifications and other documents prepared by **CONTRACTOR** for this Contract are instruments of **CONTRACTOR'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONTRACTOR** 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 **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.7.1.3 Any reuse of the drawings, specifications, and documents prepared by **CONTRACTOR** under this Contract for other than their specific intended purpose will be at the sole risk of **CITY** and without liability or legal exposure to **CONTRACTOR**.

4.7.2 **Cost Accounting and Audits:**

4.7.2.1 If required by **CITY**, **CONTRACTOR** agrees to make available to **CITY** within three (3) years after the **CITY** has received final payment for reimbursements from the Nevada Department of Transportation for any portion of the **SERVICES** under this Contract, such books, records, receipts, vouchers, or other data pertaining to the **SERVICES** as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of confirming invoiced amounts for **SERVICES** performed under this Contract.

4.8 **CITY Responsibilities:**

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

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

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

4.8.4 It is expressly understood and agreed that all work done by **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time & materials and the attached fee schedule for a not to exceed maximum amount of Forty Thousand, Two Hundred Forty Dollars and no cents (\$40,240.00).

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.3 **CITY** has provided a sample invoice and **CONTRACTOR** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice.

5.5 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6 TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** 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 **CONTRACTOR**.

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7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2008 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR'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 **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, 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

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7.3.2.6 If it is found by **CITY** that **CONTRACTOR** 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 receipt 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 **CONTRACTOR** 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 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.5.1.4 **CONTRACTOR** 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 **CONTRACTOR** 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

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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 **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10 FORCE MAJEURE:

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

11 INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents in connection with the **SERVICES**. 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

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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 **CONTRACTOR** 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. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR** 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, **CONTRACTOR'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 **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13 INSURANCE REQUIREMENTS:

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

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

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the condition.

13.4 **Insurance Coverage:**

13.4.1 **CONTRACTOR** shall, at **CONTRACTOR'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 **CONTRACTOR** and shall continue in force as appropriate until the latter of:

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

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

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** 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 **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** 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 Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

13.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, 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 (excepting professional liability) shall provide for a waiver of subrogation as to additional insureds.

13.5.4 **Cross-Liability:** All required liability policies (excepting professional liability) 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 **CONTRACTOR** 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

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relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention for Professional Liability Insurance shall not exceed \$250,000 per claim, unless otherwise approved by **CITY**.

13.5.6 Policy Cancellation: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

13.5.7 Approved Insurer: Each insurance policy shall be:

13.5.7.1 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

13.5.7.2 Currently rated by A.M. Best as "A-VII" or better.

13.5.8 Evidence of Insurance: Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

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

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

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

13.5.9 Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'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 **CONTRACTOR** 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.

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14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

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

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

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

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

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

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

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

16 PROFESSIONAL LIABILITY INSURANCE:

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

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

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

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

17.1 **CONTRACTOR** shall provide worker's 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 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes

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Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Chapters 616A-616D, inclusive.

18 BUSINESS LICENSE:

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

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

19 COMPLIANCE WITH LEGAL OBLIGATIONS:

19.1 **CONTRACTOR** 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 **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** 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 **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** 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. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

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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 **CONTRACTOR** (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 **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'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 **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

23.3 Any reuse of the drawings, specifications, and documents prepared by **CONTRACTOR** under this Contract for other than their specific intended purpose will be at the sole risk of **CITY** and without liability or legal exposure to **CONTRACTOR**.

24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** 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. **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

26 FEDERAL FUNDING:

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

26.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are

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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 **CONTRACTOR** 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 **CONTRACTOR** 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 GENERAL WARRANTY:

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

29 PROPER AUTHORITY:

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR**

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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 **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

30 ARBITRATION:

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

31 GOVERNING LAW; JURISDICTION:

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

32 ENTIRE CONTRACT AND MODIFICATION:

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

33 SUBSURFACE INVESTIGATIONS:

33.1 In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of **CONTRACTOR**.

34 OPINIONS OF COST, FINANCIAL CONSIDERATIONS AND SCHEDULES:

34.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, **CONTRACTOR** has no control over cost or price of labor and

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materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, **CONTRACTOR** makes no warranty that **CITY'S** actual project costs, financial aspects, economic feasibility, or schedules will not vary from **CONTRACTOR'S** opinions, analyses, projections, or estimates.

35 THIRD-PARTY BENEFICIARIES:

35.1 This Contract gives no rights or benefits to anyone other than **CITY** and **CONTRACTOR** and has no third-party beneficiaries.

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

By:



CHERYL A. ADAMS
Purchasing & Contracts Manager

DATED

3-26-08

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By:



Melanie Burnham
Deputy District Attorney

DATED

3-25-08

CITY'S ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@ci.carson-city.nv.us

By:



DATED

3/25/08

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Ronald C. Crumm being first duly sworn, deposes and says: That he is the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Ronald C. Crumm

TITLE: Contracts Manager

FIRM: CH2M HILL, INC.

CARSON CITY BUSINESS LICENSE #: 08-00009988

Address: 50 West Liberty Street, Suite 205

City: Reno **State:** NV **Zip Code:** 89501

Telephone: 775-329-7300/ **Fax #:** 775-329-9162

E-mail Address: rcrumm@ch2m.com

Ronald C. Cur
(CONTRACTOR)

(Signature of **CONTRACTOR**)

DATED March 14, 2008

STATE OF Nevada)
County of Washoe)

On this 14th day of March, in the year 2008, before me, KATHLEEN GRIMSHAW / Notary Public, personally appeared Ronald C. Crumm, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Kathleen Barbaw L.S.
Notary's Signature

My Commission Expires: 6/3/08



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SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Carson City Contract Number: 0708-117

Carson City Contract Name: Carson City Freeway Phase 2B Muldoon Street West Utility Relocation Engineering Services Project No. 00-6010

Vendor Number: _____
CH2M HILL, INC.
50 West Liberty Street, Suite 205
Reno, NV 89501

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 EMPLOYEE TIME SHEETS, RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES.

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CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 3, 2008 approved the acceptance of **CONTRACT No. 0708-117**. 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 3rd day of April, 2008.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 3rd day of April, 2008.

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**Carson City Freeway Phase 2B
Muldoon Street West Utility Relocation
Engineering Services
Task Order No. 1—Preliminary Engineering**

Scope of Engineering Services

The purpose of this task order is initiate engineering work to be performed by CH2M HILL on the Phase 2B Utility Relocations Project from Muldoon Street westerly to South Carson Street (hereinafter referred to as the "Project"). Tasks included in this task order are as follows:

- Project Management, Contract Administration, and Meetings
- Project Background Information
- Design Criteria and Standards
- Specific Utility Relocations
- Specific Engineering Assignments

Task 1—Project Management, Contract Administration, and Meetings

The purpose of this task is to provide for the initiation and overall management of Project activities. An overall schedule and work plan will be implemented to assure work activities are completed in a properly integrated and timely manner. In addition, this task includes those elements necessary to properly manage, lead, and control the Project.

Subtask 1.1—Project Management

- Project Instructions—Develop and maintain a set of procedures in the form of project instructions to facilitate management of the Project. The project instructions will include project background, authorized task order, communication protocol and client organization, project team organization, time and expense charging instructions, schedule, records management procedures, change management procedures, safety, project closeout, and other reference information.
- Status Reporting—Monitor budget, progress, and schedule. Monitor work efforts and evaluate actual versus planned progress. Supervise the Project team and identify actions needed to maintain the Project schedule. Provide verbal progress reports to CITY's project manager, as necessary. Meet with CITY's project manager in Carson City, in conjunction with scheduled workshops and review meetings.
- Schedule—Prepare and provide periodic updates to the Project Schedule (in a bulleted Milestone list format) showing preliminary dates for deliverables and anticipated dates for workshops, QC reviews, meetings, and submittals.
- Coordination—Coordinate tasks/subtasks with CITY project staff, to complete authorized work on schedule and within budget.

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- Staff Management—Supervise and control activities of staff assigned to the Project. Coordinate and schedule appropriate staffing to meet Project requirements.

Subtask 1.2—Contract Administration

- Administration—Maintain Project records, manage and process Project communications, and coordinate Project administrative matters
- Determine and comply with CITY invoicing and backup requirements. Prepare and transmit monthly invoice.
- Determine and comply with CITY monthly progress reporting requirements. Prepare and transmit monthly progress report.

Subtask 1.3—Project Meetings and Workshops

Make arrangements for and coordinate scheduled Project progress meetings, workshops, and team meetings. Prepare and distribute agenda and meeting summary notes for each progress meeting and workshop.

Workshops

- Project Kickoff Workshop—Conduct a Project kickoff workshop prior to commencement of design engineering activities. Included in the kickoff meeting will be key Project team members of CITY and CH2M HILL. Present and discuss the proposed Project and the scope of work items that need to be included to define the Project to be designed and constructed. Preferences for Project design elements and other information will be reviewed and discussed in detail. It is anticipated that one 6-hour workshop, held in Carson City, will be required for this subtask.
- Site Familiarization Visits—CH2M HILL will visit several representative sites with CITY'S project manager to view the layout of existing utilities and discuss general approaches used in the past to relocate utilities under and around the freeway corridor. The site visits will be made on the same day as the Project kickoff workshop.
- Progress Meetings—CH2M HILL will participate in monthly progress meetings to discuss project issues and get direction from CITY on various aspects of the work. It is assumed that these meetings will be held in Carson City, will be approximately 6 hours in duration, and will be attended by CH2M HILL's project manager and/or project engineer. Participation in three progress meetings is included in the Project budget.

Subtask 1.4—Quality Control Review, Coordination, and Response

- CH2M HILL will implement and carry out an effective quality assurance/quality control (QA/QC) program which includes involvement of senior reviewers at appropriate points in the Project. CH2M HILL will perform internal QA/QC review activities with the senior review team during the progress of the work. Formal internal QC review and subsequent fix up of technical memorandum, drawing,

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specification, and cost estimate deliverables will be performed prior to sending draft and final deliverables to the CITY for review.

Deliverables

- Project Instructions
- Quality Management Plan
- Milestone Schedule and Updates
- Monthly Invoice
- Monthly Progress Report
- Workshop/Meeting Agenda
- Workshop/Meeting Summary Notes

Task 2—Project Background Information

Subtask 2.1—Assemble Background Information

- Request and review detailed information provided by the CITY describing the location of existing water, wastewater, and reclaimed water pipelines that need to be relocated or rerouted as part of the overall Project. Determine and understand information required for the Project and sources of this information.
- Determine for each Project location, source(s) and availability of required mapping files depicting existing topography, surface features, and subsurface utilities, including file types, and suitability/reliability of information shown.
- Determine for each Project location, source and availability of survey control reference information, including survey datum. Correlate survey control reference information to NDOT plans for the Phase 2B freeway.

Subtask 2.2—Review Examples and Lessons Learned

- Review with CITY example documents prepared on previous utility relocation work to understand the purpose, format, and content of each document. Compile a list of significant lessons learned on previous projects to share with the entire Project team.

Subtask 2.3—Outside Agency Review and Approval Processes

- Determine and document which outside agencies have jurisdiction over work on the proposed work sites, their review/approval process, and required permits, and coordinate with other entities involved in the Project. Outside agencies and involved entities may include:
 - Other CITY departments—Development Services, Parks & Recreation, Finance, Purchasing and Contracts
 - NDOT
 - Power company—Sierra Pacific Power Company
 - Gas company—Southwest Gas
 - Telephone company(s)—AT&T, Verizon (inter county tie)
 - Cable TV company—Charter Cable

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- Consultants—Louis Berger Group
- Regulatory—NDEP Bureau of Safe Drinking Water (BSDW)
- Federal Government—Bureau of Land Management (BLM)
- Indian Tribes—Bureau of Indian Affairs (BIA)/Washoe Tribe

Deliverables

- List of Lessons Learned
- List of Outside Agencies, Coordination/Review/Approval Process, and Permits

Task 3—Design Criteria and Standards

Subtask 3.1—Design Criteria

- Initiate development of a Project Design Criteria and Standards document. This document will include information such as survey control reference(s), water pipeline design criteria/references, sewer pipeline design criteria/references, reclaimed water pipeline design criteria/references, CITY preferred pipe materials and joint types, seasonal construction limitations/restrictions, etc.

Subtask 3.2—CAD/CAE Standards

- Determine and understand CITY CAD/CAE software standards, graphic standards, file naming conventions and standards, revision/iteration control, and other graphic standards. Comply with CITY CAD deliverables standards. Obtain from the CITY AutoCAD files of CITY standard drawing border, cover sheet, other drawing standard files/templates, and details. Prepare and distribute CAD project instructions to CAD technicians.

Subtask 3.3—Design Deliverables

- With input from CITY, establish format and content of preliminary design, final design, and bid document deliverables.

Deliverables

- Design Criteria Technical Memorandum
- CAD/CAE Standards
- Document Outlining Format and Content of Deliverables

Task 4—Specific Utility Relocations

Subtask 4.1—Utility Relocations

- Initiate preparation of a detailed list of water, wastewater, and reclaimed water pipelines that must be relocated in the Phase 2B freeway corridor. Include in the list the name of the street, utility size and service, pipe material, current routing, proposed routing, upstream connection point, downstream connection point, budget-level estimated cost for relocation, and other pertinent information.

Deliverables

- List of Utilities to Relocate

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- Budget Level Estimated Costs for Relocation

Task 5—Specific Engineering Assignments

Subtask 5.1—Scope of Work and Project Planning

- CH2M HILL will work with CITY's project manager to define individual utility relocation projects in sufficient detail such that a scope of work, schedule, level of effort, and estimated engineering fee can be developed.
- CH2M HILL will prepare the scope of work, schedule, level of effort, and fee for each project and submit draft and final versions of two subsequent task orders to the CITY for review and approval.

Deliverables

- Draft and Final versions of subsequent task orders

CITY Responsibilities

The services described below are assumed to be provided by CITY in a timely manner:

- Respond to requests for information submitted by CH2M HILL
- Provide CH2M HILL with one reduced set of the latest version of NDOT Phase 2B Freeway plans and specifications
- Size relocated or rerouted pipelines, or provide design flow rates
- Compile and provide written review comments on draft deliverables submitted by CH2M HILL
- Review, provide comments, and approve task orders

Additional Services

The services described below are not included in this Task Order, but can be performed if requested and approved by CITY and CH2M HILL. Time, scope, and fee have not been budgeted for the tasks listed hereunder. Authorization to proceed shall be in the form of an amendment to this Task Order or a separate Task Order specifying the work to be performed and the additional payment for such services rendered.

- Pipeline routing studies
- Surveying services
- Geotechnical services
- Potholing services
- Preliminary and final design services
- Bid phase services
- Construction phase services

Compensation

Compensation by CITY to CH2M HILL will be as follows:

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Cost Reimbursable Per Diem (Time and Expense)

For services enumerated in this Task Order, at the Per Diem Rates listed in Attachment A, plus Direct Expenses.

Budget

A not to exceed budgetary amount of \$40,240, is hereby established for services in this Task Order. The Labor and Expense Budget Estimate for this Task Order is provided in Attachment B. CH2M HILL will make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted, if found necessary. CH2M HILL will notify CITY in writing when incurred costs equals 85 percent of the budgeted amount.

CH2M HILL is not obligated to incur costs beyond the indicated budgets, as may be adjusted, and CITY is not obligated to pay CH2M HILL beyond these limits.

Per Diem Rates

Per Diem Rates are those hourly rates charged for work performed on the Project by CH2M HILL's employees of the indicated classifications. Per Diem Rates for 2008 are listed in Attachment A. These rates include all allowances for salary, overheads, and fees; but do not include allowances for Direct Expenses, subcontracts and outside services.

Direct Expenses

Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, agency plan review fees, and equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory tests and analyses, printing and reproduction services, and certain field equipment; and (3) CH2M HILL's standard project charges for special health and safety requirements of OSHA.

Invoicing

Amount invoiced each month will be based on task specific time, and expenses expended to date. Invoices shall be accompanied by a listing of charges that make up the invoice total, including employee names, billing rates, and hours of Project staff, plus direct expenses. Copies of employee time sheets, expense sheets, and subcontractor/vendor invoices with backup will be attached to each invoice.

CH2M HILL's project manager will review and approve the monthly invoice prior to submittal to CITY for payment. The approval shall be noted on each monthly invoice submitted for payment.

Schedule

The scope of engineering services and activities associated with this Task Order will be completed in accordance with the following schedule:

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- Within 4 months after the date of the signed task order authorizing the work.

All work associated with this task order will be complete no later than December 31, 2008. Efforts will be made by the CH2M HILL to complete the work in a timely manner. However, it is agreed that the CH2M HILL cannot be responsible for delays occasioned by factors beyond CH2M HILL's control, or factors which would not reasonably have been foreseen at the time this Task Order was executed.

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Attachment A
Carson City 2008 Per Diem Rate Schedule
Professionals and Technicians*
Hourly Billing Rates

<u>Classification</u>	<u>Rate</u>
Principal Technologist/Sr. Project Manager	\$210
Sr. Technologist/Project Manager	\$190
Engineer Specialist*/Associate Project Manager	\$175
Project Engineer*	\$152
Associate Engineer*	\$125
Staff Engineer 2*	\$115
Staff Engineer 1*	\$92
Engineering/Environmental Tech 5	\$130
Engineering/Environmental Tech 4	\$115
Engineering/Environmental Tech 3	\$95
Engineering/Environmental Tech 2	\$80
Engineering/Environmental Tech 1	\$72
Office/Clerical/Accounting	\$70

Notes:

1. A Health & Safety charge of \$1.75 will be applied to all labor hours of employees who are currently enrolled in the CH2M HILL Comprehensive Health & Safety Program.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. These rates are effective January 1, 2008, through December 31, 2008.
4. Rate Schedule subject to annual revision to reflect current rates.

* Includes engineering, consulting, planner, and scientist disciplines

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ATTACHMENT B
Carson City Freeway Phase 2B
Task Order No. 1—Preliminary Engineering
Labor and Expense Budget Estimate

Task No.	Task Description	Senior PM	Engineer Specialist	Project Engineer	Staff Engineer 2	Tech 5	Clerical/ Accounting	Expenses (\$)	Total (\$)
	Hourly Rate	\$210	\$175	\$152	\$115	\$130	\$70		
1	Project Management	54	1	42	6		22		20,129
2	Background Information	2		17					3,004
3	Design Criteria	2		14		4			3,068
4	Utility Relocations	2	2	28	24				7,786
5	Engineering Assignments	12		12					4,344
Exp	Expenses							\$1,909	1,909
								Total	\$40,240