

Item # 17A

**City of Carson City
Agenda Report**

Date Submitted: May 11, 2010

Agenda Date Requested: May 20, 2010

Time Requested: Consent

5 min.

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Contract No. 0910-201 is a contract for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of 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. 0910-201 with Manhard Consulting, Ltd. to provide Engineering Services for Robinson Street Transmission Main through May 20, 2011, for a not to exceed cost of \$284,750.00 to be funded from various Water Fund Accounts as provided in FY 2009/2010. (Sandy Scott-Fisher)

Staff Summary: This Contract is to provide professional services for Engineering Services for the Robinson Street Transmission Main Project. Consultant is to provide Surveying and Base Mapping, Geotechnical Investigation, Environmental Permitting, East/West Transmission Main Final Design, Douglas County/Carson City Booster Pump Station to Well #50 Transmission Main Final Design, Butti Way/Airport Road Intersection Design and Project Coordination for the Robinson Street Transmission Main Project.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Contract No. 0910-201 is a contract for the services of a professional engineer, professional land surveyor or registered architect; that the selection was made on the basis of the competence and qualifications of the engineer, land surveyor or architect for the type of 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. 0910-201 With Manhard Consulting, Ltd. to provide Engineering Services for the Robinson Street Transmission Main Project through May 20, 2011, for a not to exceed cost of \$284,750 to be funded from various Water Fund Accounts as provided in FY 2009/2010. (Sandy Scott-Fisher)

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: \$284,750.00

Explanation of Impact: Amount of Contract.

Funding Source: Water Fund Accounts – 520-3505-435-78-07, 520-3505-435-78-10, 520-3505-435-78-09 and 520-3505-435-78-11

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contractor No. 0910-201 and Exhibit A

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

Reviewed By:

(Public Works)

Date: 5-11-10

(City Manager)

Melanie Ruketta

Date: 5/4/10

(District Attorney)

Will Branham

Date: 5-11-10

(Finance Director)

Date: 5/11/10

Board Action Taken:

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

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyor's)**
Contract No. 0910-201
Engineering Services for the Robinson Street Transmission Main Project

THIS CONTRACT, made and entered into this 20th day of May, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Manhard Consulting Ltd. hereinafter referred to as the "**CONSULTANT**".

W I T N E S S E T H :

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

WHEREAS, it is deemed that the services of **CONSULTANT** for **CONTRACT No. 0910-201** **Engineering Services for the Robinson Street Transmission Main Project** are both necessary and in the best interests of **CITY**; and

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

1 REQUIRED APPROVAL:

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

2 CONTRACT TERM:

2.1 This Contract shall be effective from May 20, 2010, subject to Carson City Board of Supervisors' approval (anticipated to be May 20, 2010) to May 20, 2011, 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 **CONSULTANT shall be addressed to:**

Mark Rotter, P.E.
Manhard Consulting Ltd.
3476 Executive Pointe Way, Suite 12
Carson City, Nevada 89706
775-882-5630/FAX 775-885-7282
mrotter@manhard.com

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

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
775-283-7137/ FAX 775-887-2107
SScott@ci.carson-city.nv.us

4 SCOPE OF WORK:

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

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

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

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

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

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4.5 CONSULTANT represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

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

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

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

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

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

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

4.7.2 Cost Accounting and Audits:

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

4.8 CITY Responsibilities:

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

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

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

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

5 CONSIDERATION:

5.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule for a not to exceed maximum amount of Two Hundred Eighty-Four Thousand, Seven Hundred Fifty Dollars and No Cents (\$284,750.00).

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

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

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

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

6 TIMELINESS OF BILLING SUBMISSION:

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

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2010 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONSULTANT** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

7.4 Time to Correct:

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

7.5 Winding Up Affairs Upon Termination:

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

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

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

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

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

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8 REMEDIES:

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

9 LIMITED LIABILITY:

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

10 FORCE MAJEURE:

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

11 INDEMNIFICATION:

11.1 As required by AB 483, and NRS 338.155, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

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

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

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

12 INDEPENDENT CONTRACTOR:

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

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

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

12.4 **CONSULTANT** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or

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incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

13 INSURANCE REQUIREMENTS:

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

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

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

13.4 Insurance Coverage:

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

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

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

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the

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required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

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

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

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

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

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

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

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

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

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

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

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

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

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

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

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

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

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injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

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

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

16 PROFESSIONAL LIABILITY INSURANCE:

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

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

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

16.4 A certified copy of this policy may be required.

17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

18 BUSINESS LICENSE:

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

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

19 COMPLIANCE WITH LEGAL OBLIGATIONS:

19.1 **CONSULTANT** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

20 WAIVER OF BREACH:

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21 SEVERABILITY:

21.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

22 ASSIGNMENT/DELEGATION:

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

23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

24 PUBLIC RECORDS:

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

25 CONFIDENTIALITY:

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

26 FEDERAL FUNDING:

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

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

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

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

27 LOBBYING:

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

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

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

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

28 GENERAL WARRANTY:

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

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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29 PROPER AUTHORITY:

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

30 ALTERNATIVE DISPUTE RESOLUTION:

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

31 GOVERNING LAW; JURISDICTION:

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

32 ENTIRE CONTRACT AND MODIFICATION:

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

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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Contract No. 0910-201
Engineering Services for the Robinson Street Transmission Main Project**

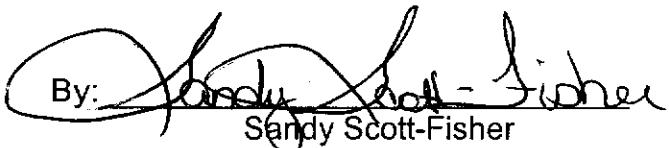
33 ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

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

By:



Sandy Scott-Fisher

DATED 5-11-10

CITY'S ORIGINATING DEPARTMENT

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

By:



Andy Burnham

DATED 5-11-10

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 

Melanie Rombardo
Deputy District Attorney

DATED 5-11-10

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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Mark Rotter, P.E. deposes and says: That he is the **CONSULTANT** or authorized agent of the **CONSULTANT**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONSULTANT

BY: Mark Rotter, P.E.

TITLE: Area Manager

FIRM: Manhard Consulting Ltd.

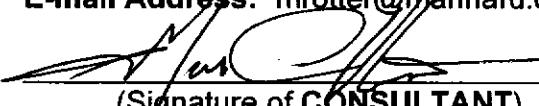
CARSON CITY BUSINESS LICENSE #: 10-25591

Address: 3476 Executive Pointe Way, Suite 12

City: Carson City **State:** Nevada **Zip Code:** 89706

Telephone: 775-882-5630/ **Fax #:** 775-885-7282

E-mail Address: mrotter@manhard.com

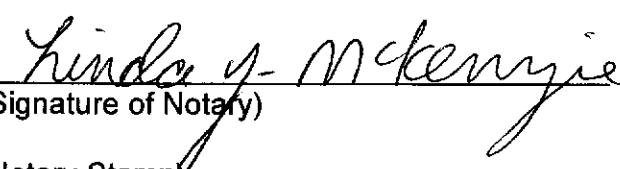

(Signature of **CONSULTANT**)

DATED

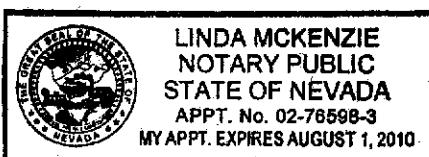
5/10/10

STATE OF Nevada)
County of Carson City) **ss**

Signed and sworn (or affirmed) before me on this 10 day of May, 2010,
by Mark A. Rotter.


(Signature of Notary)

(Notary Stamp)



**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
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Engineering Services for the Robinson Street Transmission Main Project

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Manhard Consulting Ltd.

3476 Executive Pointe Way, Suite 12

Carson City, Nevada 89706

Invoice shall be submitted to:

Carson City Public Works

Attn: Karen White

3505 Butti Way

Carson City NV 89701

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

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

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

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Engineering Services for the Robinson Street Transmission Main Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 20, 2010 approved the acceptance of **CONTRACT No. 0910-201**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 20th day of May, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of May, 2010.

EXHIBIT A



Civil Engineers
Surveyors
Water Resources Engineers
Water & Wastewater Engineers
Construction Managers
Environmental Scientists
Landscape Architects
Planners

May 4, 2010

Darren L. Schulz, P.E. - Deputy Director
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

Re: Robinson Street Transmission Main – Proposal for Engineering Services (Revised 5-04-10)
(Manhard Project # CCCCN15)

Dear Darren:

I would like to take this opportunity to submit this proposal to you for Engineering Services for the Robinson Street Transmission Line Improvement Project.

As you are aware, Carson City is in the process of making improvements to their water system in accordance with the water system master plan. One of the projects identified is a 24-inch transmission main to be installed from the east side of Carson City to the west side of the City. The preliminary alignment generally follows Robinson Street through town with additional length extending through open terrain up to the Quill Ranch Water Treatment Facility on the west side and to Butti Way/Airport Road on the east side.

In order to facilitate the design of the proposed waterline, Manhard Consulting Ltd., proposes to provide the following principal items of work which are described in greater detail in the attached "Scope of Services:

- **Surveying & Base Mapping** - Including 1"=40', 1.0' Contour Interval Topographic Mapping on east & western ends of the project & 1"=20', 0.5' Contour Interval Mapping in Downtown Area. Topographic Enhancements, Right-of-Way, Existing Utility & Profile Preparation from Butti Way to Saliman Road,
- **Geotechnical Investigation** - As required to support the total project from Butti Way to Quill Reservoir, including directional drilling investigation,
- **Environmental Services & Permitting** - To support our design from Douglas County Booster Pump Station to Well #50 connection, including Wetlands Delineation and COE,
- **Environmental Services & Permitting** - To support our design from Butti Way to Saliman Road, including Wetlands Delineation and COE,
- **East/West Transmission Main Final Design** - Preliminary & Final PS&E for the new Transmission Line from Butti Way to Saliman Road, including NDOT permit,
- **Douglas County/Carson City Booster Pump Station To Well #50 Transmission Main Final Design** - Preliminary & Final PS&E for the new Transmission Line in southern Carson City being constructed under Douglas County Public Works Contract, including Douglas County and Carson City review and permitting,

EXHIBIT A

- **Butti Way/Airport Road Intersection Resign** - Final PS&E based on current geometric design prepared by Carson City for the realignment of Airport Road at the Butti Way Intersection, and
- **Water Modeling, Project Coordination & Meetings** - to support design of N. Valley Pump Station, overall hydraulic design including Douglas County/Carson City design coordination, and meetings as necessary during the course of the project.

Thank you for allowing us the opportunity to prepare this proposal. Manhard Consulting looks forward to providing detailed engineering and support services to Carson City to ensure that the project will be completed on time and within budget. If you have any questions, please don't hesitate to call.

Sincerely,

Mark A. Rotter, P.E.
Area Manager

SCOPE OF SERVICES
CARSON CITY
ROBINSON STREET TRANSMISSION MAIN ENGINEERING
(Revised 5/04/10)

I.	<u>PHASE 1 – SURVEYING & BASE MAPPING (EAST/WEST LINE)</u>	\$63,500
		Time & Materials Suggested Budget

The purpose of this phase is to provide Carson City with the necessary topographic and base mapping that will be required for the Robinson Street Transmission Line. Manhard proposes to provide this work in two (2) separate mapping components:

The first component of this phase will provide Carson City with digital **Aerial Topographic Mapping** and photos necessary to support design along the entire corridor proposed for the transmission line. This corridor begins at the Quill Water Treatment Plant in West Carson City and proceeds easterly along a route generally following Washington Street to Roop Street, thence along Robinson Street to the Carson High School, thence continuing east across the U.S. 395 Freeway to the intersection of Butti Way and Airport Road. The total length of this mapping corridor is approximately 4-miles with a combined coverage area of approximately 341 acres. Specific coverage of this corridor is presented on attached Exhibit 1 and more particularly described below.

The second component of this phase will provide Carson City with a completed **Base Map** suitable for Manhard's use in the preliminary and final design of the transmission main from Saliman Road to the Butti Way/Airport Road intersection.

1. **Aerial Topographic Mapping**

The aerial mapping for this project will be provided as one entire mapping route from our subcontractor with the various coverage areas (see attached Exhibit 1) noted as follows:

- AREA 1 - Beginning at Quill Water Treatment Plant in West Carson City with a 1000' wide corridor with 1.0' contours at 40 scale that follows an easterly route to Longview Way. (95.4 acres)
- AREA 2 - Longview Way to Ormsby Boulevard being a 400' wide corridor at 1.0' contours at 40 scale. (26.0 acres)
- AREA 3 – Ormsby Boulevard to Carson Middle School 1.0' contours at 20 scale. (22.0 acres)
- AREA 4 - Beginning at the intersection of Ormsby Boulevard and Washington Street, continuing along Washington Street with a 200' corridor with 1.0' contours at 20 scale to the intersection with North Richmond Avenue (5.4 acres)
- AREA 5 - The corridor then widens at the intersection of Washington Street and North Richmond Avenue to 800' corridor with 0.5' contours at 20 scale to accommodate the mapping of both Robinson Street and Washington Street (to provide for a pipeline route on either of these streets) to the intersection of Roop Street (82.5 acres).

- AREA 6 – The Corridor then narrows to a 200' width at 0.5' contours at 20 scale from the intersection of Robinson Street and Roop Street to the southeast corner of Carson High School (20.9 acres)
- AREA 7 – Across Lompa Ranch to the intersection of Airport Road and Butti Way with a mapping width of 1000' with 1.0' contours at 40 scale (88.8 acres)

This work will include:

- a) Vertical Control & Aerial Photo: This task will utilize the previously obtained aerial photogrammetry / ortho photos to finalize preparation of mapping with 13,000' plotted at a 1"=40' scale and 9,300' plotted in 1"=20' scale formats. This will include establishing differential level vertical control through all previously set (54) aerial panel points and providing that data to our aerial mapping subcontractor for use in the mapping compilation.
- b) Supplemental Topographic Survey Saliman Road to Butti Way/Airport Road Only: This task involves field "pick up" shots as required to supplement the aerial topography for AREA 6 east of Saliman Road and for AREA 7. Manhard will collect and adjust all cultural, utility, and street cross section field data to be incorporated into the final base map. We will field locate all visible utilities, top of nut elevations on existing water valves and rim-invert elevations for sewer and storm drain manholes within the mapping limits. We anticipate utility pothole locations in certain areas of congested underground facilities and areas of possible utility conflicts. In this case, we are assuming that Carson City will provide the necessary potholing and permitting for these locations.

2. Base Mapping Saliman Road to Butti Way/Airport Road Only

Approximate utility locations will be drafted into the base map and labeled as such. Final utility determinations will be added and updated when we have physically located a hard utility. Manhard has incorporated into our base map process an existing utility check-off list for identifying each utility that services a property adjoining the Right-of-Way corridor. We use this check-off list within critical mapping areas. All found property corners and centerline monuments will be located to determine the Right-of-Way limits of the selected route. These field located monuments will form the basis for all Right-of-Way determinations and property line drafting. We will create a separate ACAD file containing the Right-of-Way, centerlines, property lines and property owner names. This map will be used in conjunction with the topographic base map for Manhard's design purposes. As part of our work, Manhard will coordinate between Carson City and the Title Company for ordering Title Reports and supporting documents. We estimate a total of 4-5 Title Reports will be needed for this phase of the base map and we are assuming that Carson City will be billed directly by the Title Company for all expenses.

EXHIBIT A

Please note that we propose to prepare base mapping and our subsequent design at a horizontal scale of 1"=40' for this portion of the project. This variation to the Carson City Drafting Standards is warranted since most of this portion of the transmission alignment runs through relatively undeveloped lands.

Also note that the work proposed under this phase of the project for the mapping corridor west of Saliman Road is limited to preparation of "raw" topographic mapping and does not include:

- supplemental survey cross-section pick-ups
- field utility locations, manhole "dips," or survey pick-ups
- Asbuilt, existing right-of-way, and existing utility research
- Right of Way and property line determinations
- Street names and property owner information
- Base map preparation

DELIVERABLES

- A. Manhard will provide Carson City with a digital copy of the aerial topographic mapping together with digital photos for the entire corridor as described above. Completed Base Maps in digital format will be prepared for the portion of the project from Saliman Road to the eastern end of the project at the Butti Way/Airport Road intersection. Digital files will be prepared using Autocad 2009 format and will include all supplemental field survey point files, DTM and surface file data necessary to re-create the mapping surface. We will also include PDF copies of all sewer and storm drain field sketches as applicable for the eastern portion of the project where formal base maps are being prepared.
- B. Reproducible hard copies of above, as applicable.
- C. Legal Descriptions & Accompanying Maps for needed acquisitions from Saliman Road to the Butti/Airport intersection.

II. PHASE 2 – GEOTECHNICAL INVESTIGATION

\$24,000
Time & Materials
Suggested Budget

A geotechnical investigation will be performed by Geocon Consultants to determine ground water and general subsoil conditions along the proposed 25,000+/- lineal feet of water line alignment improvements from the Quill Ranch facilities to the Butti Way/Airport Road intersection. Geocon will also work closely with the Manhard survey and Carson City staff to coordinate utility location USA Dig requests. The Geotechnical work includes the following:

BACKGROUND

To aid in preparing this proposal Geocon has reviewed the following documents:

- A preliminary alignment of the proposed water line provided to our office by Manhard Consulting, Ltd.
- Review of regional geologic and soils maps pertinent to the project limits.
- Review of various geotechnical reports in our files for private improvements and public infrastructure along the alignment.

Some of the previous investigations included test pits or borings along or near the proposed water line alignment. Such points of subsurface investigation have been accounted for in our proposed scope of work. Regional maps indicate that portions of the water line east of Roop Street may be subject to shallow groundwater conditions especially in the vicinity of the U.S. 395 crossing.

SCOPE OF SERVICES

Geotechnical Engineering Investigation

We propose an exploration program utilizing hollow-stem auger borings, test pits, and hand-auger borings. The field investigation portion of the investigation will include the following scope of services:

Pre-Field Activities

- Perform a geologic and geotechnical literature review to aid in determining the geologic and geotechnical conditions present along the alignment.
- Geocon will coordinate with Manhard Consulting, Ltd. and Carson City to determine appropriate points of access and subsurface exploration. We assume that Manhard or Carson City will obtain right-of-entry and encroachment permits (if necessary) to perform the exploratory work on private land and public streets.
- Geocon will mark the locations of the field exploration locations and perform a site reconnaissance to review project limits and determine exploration equipment access.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48-hours (as required by law) prior to performing exploratory excavations at the site.
- Coordinate with Carson City Public Works personnel for traffic control. We have assumed that traffic control will be provided by the Public Works Department as previously provided during our investigation for the Roop Street intersection. We believe this arrangement benefited the City in reducing our fee and made our field activities more efficient (i.e. less time occupying traffic lanes).

Field Investigation

We propose to advance approximately eighteen soil borings using a truck-mounted hollow-stem auger drill rig or hand-auger methods. Hand-auger methods shall be utilized if underground utility locations are uncertain or if overhead obstructions are

present. In addition, we propose to excavate from four to eight test pits with a rubber tired backhoe.

- Six borings will be advanced within the pavement of W. Washington Street, N. Richmond Street, and W. Robinson Street
- Six borings will be advanced within the pavement of E. Robinson Street between N. Carson Street and Saliman Road.
- Two borings will be advanced to approximately 30 feet in depth immediately east and west of the U.S. 395 Freeway where jack and bore or directional drilling techniques are anticipated. We anticipate advancing these borings immediately outside of the NDOT right-of-way so as to avoid the NDOT encroachment permit process.
- Four test pits will be advanced east of the U.S. 395 Freeway along Butti Way and Fairview Drive.

Exploratory excavations are anticipated to be located at less than 1,000 feet intervals along the alignment. Each boring and test pit will be logged and representative soil samples obtained at approximately 5 foot intervals. The samples will be submitted to our geotechnical laboratory for testing. All field and laboratory testing will be performed per ASTM or other applicable standards. Upon completion, the borings will be backfilled with excavated soil cuttings, and periodically tamped for compaction. Concrete or cold-patch asphalt will be placed within the borings from the bottom of the aggregate base to the pavement surface. The test pits will be loosely backfilled and wheel-rolled at the ground surface.

We assume that Manhard Consulting, Ltd. or Carson City will acquire the necessary right-of-entry and any necessary environmental permits to perform the proposed scope of work. In addition, we assume that Carson City Public Works will provide the necessary traffic control during our investigation activities within public streets.

Laboratory Testing Program

The laboratory-testing program will focus on engineering properties of soil for characterizing the site. We anticipate scheduling some of the following laboratory tests:

- Sieve Analysis, ASTM D 422 & ASTM D 1140
- Moisture and Unit Weight, ASTM D 2937, ASTM D 2216
- Atterberg Limits, ASTM D 4318
- Maximum Dry Density, ASTM D 1557
- R-Value, ASTM 2844

Engineering Analysis/Report Preparation

Geocon will analyze the field and laboratory data and prepare a report summarizing the geotechnical aspects of the project as they relate to the proposed construction. The report will include (but not be limited to) the following:

EXHIBIT A

- Site plan showing the soil boring and test pit locations from our investigation and the previous investigations.
- Logs of our soil borings and test pits.
- Prevailing subsurface soil and groundwater conditions along the alignment.
- Conclusions and recommendations regarding the following:
 - Geologic hazards discussion and analysis, including fault rupture hazards.
 - Treatment of shallow groundwater conditions and stabilization of soft utility trench bottoms.
 - Detailed discussions of the subsurface soil and groundwater conditions anticipated at the N. Carson Street and U.S. 395 Freeway crossings.
 - A general assessment of the potential for liquefaction and related seismic hazards along the alignment.
 - Recommendations for temporary excavations and shoring, if applicable.
 - Utility Construction - soil handling, bedding and backfill recommendations, compaction criteria.
 - General grading, site erosion control, and drainage recommendations.

Pavement section design recommendations for streets that are anticipated to require patching in conjunction with the water line installation and for the realignment/reconstruction of the Butti Way/Airport Road Intersection.

Please note that we have assumed Carson City will be providing all necessary Traffic Control for City Streets in conjunction with this work.

DELIVERABLES

- A. 5 copies of the Geotechnical Report
- B. Final Geotechnical Report in PDF

III. PHASE 3 -ENVIRONMENTAL SERVICES & PERMITTING:

Douglas County Booster Pump Station to Well #50

(including wetlands delineation, biological and cultural assessments)

\$12,250
Time & Materials
Suggested Budget

This task will include the location and delineation of wetland areas, biological and cultural assessments within the proposed project area along the pipeline alignment from Douglas County booster pump station to well #50 connection. In addition, this task will provide for environmental permitting as it pertains to the wetlands identified. Specifically the permitting will be through Nevada State Lands, U.S. Army Corps of Engineers, and NDEP.

- A. Manhard Consulting Ltd. will utilize Gnomon Inc. to provide a Class III Inventory for the proposed waterline in compliance with Section 106 of the National Historic Preservation Act, BLM guidelines, and U.S. Army Corps of Engineers policies. Gnomon's work will consist of the following:

EXHIBIT A

- 1) Records Search - Conduct a search of NVCRIS archival records and at the Humboldt Toiyabe National Forest Carson Ranger District Office for existing sites and previous investigations within a 1-mile radius of the project area.
- 2) Survey – Conduct a Class III cultural resources survey of the proposed waterline to Federal standards.
- 3) Site Recordations - Fully record and map all sites located within the proposed corridor. Prepare or update site records as necessary.
- 4) Draft Report - Prepare a draft report, which will include a historic context, previous research, and survey results. Each site will be evaluated for National Register significance. The report will also include recommendations for avoidance or mitigation of project effects to cultural resources.
- 5) Final Report – Upon receipt of draft report comments from the Lead Agency, appropriate edits will be made and a final report submitted.

B. Wetlands Delineation - Manhard will perform a jurisdictional delineation in accordance with the USACE Manual (Y-87-1). The entire corridor from the Douglas County booster pump station to the Well #50 connection will be surveyed by walking transects at irregular intervals to ensure the entire corridor was carefully observed. If any jurisdictional areas are present in the project area, then the jurisdictional area (stream or wetland) will be flagged either with streamside or wetland boundary flagging. If a stream is encountered, the following information will be gathered in the field: location, width, entrenchment, water depth, channel material, direction of flow, and dominant vegetation. If a wetland is encountered then the wetland boundary will be flagged with orange or pink "wetland boundary" flagging or pin flags and located by field survey. The following information will be gathered in the field: location, list of dominant vegetation, soil chroma, hydrology, and aerial extent. Photos will be taken of each jurisdictional area located within the project area.

C. Biological Assessment – Manhard will conduct a threatened and endangered species survey in accordance with Section 7 of the Endangered Species Act concurrent with the jurisdictional study. If any threatened or endangered species are located, the population will be flagged with orange polka dot flagging, and the following information will be collected in the field: scientific name, habitat, number of individuals within the population, extent of population, and population vigor. Photo documentation will be taken of all threatened and endangered species found within the project area.

D. COE Permitting – Following the jurisdictional delineation, Manhard will assess the estimated adverse impacts for the proposed waterline alignments. Manhard anticipates that the cumulative impacts to the jurisdictional areas will be less than a $\frac{1}{2}$ acre of wetlands and less than 300 linear feet of stream; therefore a Nationwide Permit 12 will be prepared and submitted to the U.S. Army Corps of Engineers.

EXHIBIT A

Compensatory mitigation is required for impacts over a tenth of an acre. Preparation of compensatory mitigation plans is not included in the fee.

Additionally, a 401 Water Quality Certification will be prepared and submitted to Nevada Division of Environmental Protection and an application for permit, license, or other authorization form will be prepared and submitted to Nevada State Lands.

DELIVERABLES

- A. Five (5) copies of the Cultural Assessment Report.
- B. Wetland Delineation Mapping and application to USCOE for delineation of wetlands along the project alignment.
- C. USCOE Permit Application and supporting permit applications as necessary.

IV. PHASE 4 –ENVIRONMENTAL SERVICES & PERMITTING: **(Butti to Saliman)**

(including wetlands delineation, biological and cultural assessments)

\$30,500
Time & Materials
Suggested Budget

This task will include the location and delineation of wetland areas, biological and cultural assessments within the proposed project area along the pipeline alignment from Saliman road to Butti Way/Airport Road. In addition, this task will provide for environmental permitting as it pertains to the wetlands identified. Specifically the permitting will be through Nevada State Lands, U.S. Army Corps of Engineers, and NDEP.

A. Manhard Consulting Ltd. will utilize Gnomon Inc. to provide a Class III Inventory for the proposed waterline in compliance with Section 106 of the National Historic Preservation Act, BLM guidelines, and U.S. Army Corps of Engineers policies. Gnomon's work will consist of the following:

- 1) Records Search - Conduct a search of NVCRIS archival records and at the Humboldt Toiyabe National Forest Carson Ranger District Office for existing sites and previous investigations within a 1-mile radius of the project area.
- 2) Survey – Conduct a Class III cultural resources survey of the proposed waterline to Federal standards.
- 3) Site Recordations - Fully record and map all sites located within the proposed corridor. Prepare or update site records as necessary.
- 4) Draft Report - Prepare a draft report, which will include a historic context, previous research, and survey results. Each site will be evaluated for National Register significance. The report will also include recommendations for avoidance or mitigation of project effects to cultural resources.

- 5) Final Report – Upon receipt of draft report comments from the Lead Agency, appropriate edits will be made and a final report submitted.
- B. Wetlands Delineation - Manhard will perform a jurisdictional delineation in accordance with the USACE Manual (Y-87-1) using previously prepared delineation information in the vicinity of the U.S. 395 Freeway as a basis. The entire corridor from the Butti Way/Airport Road intersection west to Saliman Road will be surveyed by walking transects at irregular intervals to ensure the entire corridor was carefully observed. If any jurisdictional areas are present in the project area, then the jurisdictional area (stream or wetland) will be flagged either with streamside or wetland boundary flagging. If a stream is encountered, the following information will be gathered in the field: location, width, entrenchment, water depth, channel material, direction of flow, and dominant vegetation. If a wetland is encountered then the wetland boundary will be flagged with orange or pink “wetland boundary” flagging or pin flags and located by field survey. The following information will be gathered in the field: location, list of dominant vegetation, soil chroma, hydrology, and aerial extent. Photos will be taken of each jurisdictional area located within the project area.
- C. Biological Assessment – Manhard will conduct a threatened and endangered species survey in accordance with Section 7 of the Endangered Species Act concurrent with the jurisdictional study. If any threatened or endangered species are located, the population will be flagged with orange polka dot flagging, and the following information will be collected in the field: scientific name, habitat, number of individuals within the population, extent of population, and population vigor. Photo documentation will be taken of all threatened and endangered species found within the project area.
- D. COE Permitting – Following the jurisdictional delineation, Manhard will assess the estimated adverse impacts for the proposed waterline alignments. Manhard anticipates that the cumulative impacts to the jurisdictional areas will be less than a ½ acre of wetlands and less than 300 linear feet of stream; therefore a Nationwide Permit 12 will be prepared and submitted to the U.S. Army Corps of Engineers. Compensatory mitigation is required for impacts over a tenth of an acre. Preparation of compensatory mitigation plans is not included in the fee.

Additionally, a 401 Water Quality Certification will be prepared and submitted to Nevada Division of Environmental Protection and an application for permit, license, or other authorization form will be prepared and submitted to Nevada State Lands.

DELIVERABLES

- A) Five (5) copies of the Cultural Assessment Report.
- B) Wetland Delineation Mapping and application to USCOE for delineation of wetlands along the project alignment.

EXHIBIT A

C) USCOE Permit Application and supporting permit applications as necessary.

V. PHASE 5 – ROBINSON STREET PHASE 1 TRANSMISSION MAIN FINAL DESIGN

\$79,750
Time & Materials
Suggested Budget

This task includes the preparation of engineering plans, specifications, and contract documents for use in the construction of approximately 6,000 linear feet of potable water pipeline from the intersection of Butti Way and Airport Road heading west across the U.S. 395 Freeway to Saliman Road. In general, the alignment west of the freeway will follow the anticipated Robinson Street roadway alignment.

A. Potable Waterline Plans

- 1) Utilize the survey information created in Task I to develop the final improvement plans for the anticipated 6,000 linear feet of waterline.
- 2) Plans will consist of an index sheet, plan and profile sheets at a scale of 1"=40' with detail sheets to meet Carson City design standards and to conform to NDEP requirements. Based on the length of waterline identified we anticipate a 15-20 sheet plan set.

B. Permit Applications

- 1) Prepare a Carson City Public Works Permit Application and supporting documents.
- 2) NDEP Bureau of Safe Drinking Water and Working in Waterways permit applications as necessary.
- 3) NDOT Occupancy Permit for U.S. 395 Crossing

C. Technical Specifications and Estimate in accordance with Carson City requirements will be prepared under this task.

D. Right-of-Way Documents – We have assumed that six (6) to eight (8) grants of easement will be required for this portion of the waterline alignment. This task will include preparation and submittal of legal descriptions with exhibits to Carson City. In addition, permission to construct documents will be provided along with these documents as necessary.

E. NDOT Right-of-Way Occupancy Permit – Includes compiling plans and supporting documentation necessary for obtaining permits for the work to be performed within the U.S. 395 Freeway right-of-way.

F. Bidding assistance to include attendance of pre-bid meeting, preparation of addenda as required, attendance of bid opening, evaluation of bids and preparation of "conformed" drawings for construction purposes.

DELIVERABLES

- A. Preliminary Waterline Alignment plans for review by Carson City.
- B. Five (5) sets of 60% plans to be reviewed by Carson City to allow for comment prior to completion of final design. The 60% plans will include profiles, topographic mapping, wetland delineation, mapping of cultural resource areas, contours, parcel information, rights-of-way, existing easements, existing utilities, and waterline alignments.
- C. Five (5) sets of 90% plans to be provided to Carson City for final comments. In addition, the 90% plans will be utilized for submittal to reviewing agencies.
- D. Five (5) sets of 90% specifications and contract documents.
- E. Construction Cost Estimate at 60%, 90% and Final submittal stages.
- F. Permit applications and supporting documents (including Carson City, and NDEP) as required (we have assumed that Carson City will be responsible for necessary permit fees).
- G. Legal descriptions and exhibits of right of way/easements as required.
- H. AutoCAD files of Final design.
- I. Reproducible hard copies of bid ready Final design drawings and technical specifications for use by Carson City for contract documents. The Final submittal will incorporate all agency comments and will be the set utilized for bidding purposes.
- J. Written addenda and/or clarifications of contract documents, written evaluation and summary of bids.
- K. Reproducible conformed contract drawings to include all addenda items.

VI. PHASE 6 – DOUGLAS COUNTY / CARSON CITY BOOSTER PUMP STATION TO WELL #50 TRANSMISSION MAIN FINAL DESIGN

\$30,000
Time & Materials
Suggested Budget

This task includes the preparation of engineering plans, specifications, and contract documents for use in the construction of approximately 3,000 linear feet of potable water pipeline from the proposed Douglas County / Carson City Booster Pump Station to the existing discharge line for the newly installed Well #50. The plans, specifications, and contract documents will be a part of the proposed Douglas County North County Waterline Project currently under design by Manhard Consulting Ltd. It is anticipated that the proposed Carson City waterline will follow the proposed Douglas County waterline for approximately 1,500 lineal feet allowing for shared survey and plan and profile sheets.

- A. Potable Waterline Plans

EXHIBIT A

1. Complete additional survey for approximately 1,500 lineal feet from the divergence with the Douglas County Waterline to the connection with Well #50 outlet piping.
2. Provide additional plan sheets for the portion of Carson City Waterline that will be constructed from the divergence with the Douglas County Waterline to the proposed connection with Well #50 outlet piping.

B. Permit Application

1. Prepare a Carson City Improvement Permit Application and supporting documents.
2. The required Douglas County Site Improvement permit and NDEP Bureau of Safe Drinking Water permit will be handled under the Douglas County contract. Additional coordination required specifically for the Carson City portion of the waterline project will be provided under this task.

C. Technical Specifications and Estimate in accordance with Carson City requirements will be prepared under the Douglas County Contract.

D. Right-of-Way Documents – We have assumed that two (2) grants of easements will be required for this portion of the waterline alignment. This task will include preparation and submittal of two (2) legal descriptions with exhibits to Carson City.

E. Bidding assistance will be provided under the Douglas County Contract. Additional work required to address items specific to the Carson City waterline portion of the project will be provided under this task.

DELIVERABLES

- A. Preliminary Waterline Alignment plans for review by Carson City.
- B. Five (5) sets of 60% plans to be reviewed by Carson City to allow for comment prior to completion of final design. The 60% plans will include profile, topographic mapping, contours, parcel information, rights-of-way, existing easements, existing utilities, and preliminary waterline alignments.
- C. Five (5) sets of 90% plans to be provided to Carson City for final comments. In addition, the 90% plans will be utilized for submittal to reviewing agencies.
- D. Five (5) sets of 90% specifications and contract documents.
- E. Construction Cost Estimate at 60%, 90% and Final submittal stages.
- F. Permit applications and supporting documents (including Douglas County, Carson City, and NDEP) as required (we have assumed that Carson City will be responsible for necessary permit fees).

EXHIBIT A

- G. Legal descriptions and exhibits of right of way/easements as required.
- H. AutoCAD files of 100% design.
- I. Reproducible hard copies of 100% design plans and contract documents. The 100% submittal will incorporate all agency comments and will be the set utilized for bidding purposes.
- J. Written addenda and/or clarifications of contract documents, written evaluation and summary of bids.
- K. Reproducible conformed contract plans and documents to include all addenda items.

All of the above deliverables represent duplicates of items to be provided under the Douglas County Contract. Additional sets of the same documents will be provided to Carson City in the amounts described above.

VII.	<u>PHASE 7 – BUTTI WAY/AIRPORT ROAD INTERSECTION REDESIGN</u>	\$16,750
		Time & Materials
		Suggested Budget
This task includes the design of the intersection realignment at Butti Way and Airport Road utilizing the current geometric design already prepared by Carson City. The design will result in Airport Road being the through traffic street in the north / south direction with Butti Way to tee into Airport Road. The intersection design will be included in the East / West Transmission Main plans, specifications, and contract documents as detailed in Task 4.		
A.	Roadway Improvement Plans will consist of Title & Index Sheets, Typical Section Sheet, Plan Profile Sheets, Signing & Striping Plans and necessary Standard & Special Details. Plan Submittals will be made at 75%, 100% and Final completion stages to coincide with the improvement plans being submitted for the Robinson Street Transmission Line. We have assumed that this project will be included in the permitting process and bid package for the Robinson Street Transmission Line.	
B.	Specifications & Estimates will also be prepared for this project to coincide with the Robinson Street Transmission Line project.	
C.	We have assumed that it will not be necessary to provide Right-of-Way Acquisitions documents for the realignment of Airport Road and Butti Way based on information received from Carson City that the proposed improvements will fit within current rights-of-way.	
D.	Bidding assistance to include attendance of pre-bid meeting, preparation of addenda as required, attendance of bid opening, evaluation of bids and preparation of "conformed" drawings for construction purposes.	

EXHIBIT A

DELIVERABLES

- A. Five (5) sets of 60% plans to be reviewed by Carson City to allow for comment prior to completion of final design to be submitted concurrently with the Robinson Street Transmission Line plans.
- B. Five (5) sets of 90% plans to be provided to Carson City for final comments. In addition, the 90% plans will be utilized for submittal to reviewing agencies.
- C. Five (5) sets of 90% specifications and contract documents.
- D. Construction Cost Estimate at 60%, 90% and Final submittal stages.
- E. Permit applications and supporting documents as required (we have assumed that Carson City will be responsible for necessary permit fees).
- F. AutoCAD files of Final design.
- G. Reproducible hard copies of bid ready Final design drawings and technical specifications for use by Carson City for contract documents. The Final submittal will incorporate all agency comments and will be the set utilized for bidding purposes.
- H. Written addenda and/or clarifications of contract documents, written evaluation and summary of bids.
- I. Reproducible conformed contract drawings to include all addenda items.

VIII.	<u>PHASE 8 – WATER MODELING / PROJECT COORDINATION & MEETINGS</u>	\$ 28,000
		Time & Materials Suggested Budget

This task includes updating the water model prepared for the Douglas County portion of the overall system to support the design of the North Valley Booster Station. In addition, this phase provides for coordination of the water modeling effort between Carson City's modeling consultant, Douglas County, and Manhard to review system design alternatives desirable for optimization of operations. All coordination between Douglas County and Carson City designs will be included in this task. In addition, this task includes attendance at client meetings, governmental staff meetings, or public hearings and includes the preparation of exhibits for each meeting. This task will be billed on a time and materials basis with a suggested budget.

**COMPENSATION SCHEDULE
ROBINSON STREET TRANSMISSION MAIN ENGINEERING**

Manhard Consulting proposes to bill all tasks on a time and materials basis in accordance with the attached Schedule of Time and Material Rates for 2010. The break down is as follows and as shown on the attached cost breakdown:

Time and Materials

Phase 1 - Survey & Base Mapping - Suggested Budget	\$ 63,500
Phase 2 - Geotechnical Investigation - Suggested Budget	\$ 24,000
Phase 3 - Environmental Services & Permitting - Suggested Budget	\$ 12,250
Phase 4 - Environmental Services & Permitting - Suggested Budget	\$ 30,500
Phase 5 - Robinson St. Phase 1 Trans Main Design - Suggested Budget	\$ 79,750
Phase 6 - Douglas/Carson Trans Main Design - Suggested Budget	\$ 30,000
Phase 7 - Butti/Airport Intersection Design - Suggested Budget	\$ 16,750
Phase 8 - Water Modeling / Project Coord & Meeting - Suggested Budget	<u>\$ 28,000</u>
OVERALL NOT-TO-EXCEED TOTAL	\$ 284,750

Costs will not exceed the contract amount without approval by the City in writing. Subconsultants will be billed at cost plus 15% percent.

EXHIBIT A