

**City of Carson City
Agenda Report**

Date Submitted: June 23, 2011

Agenda Date Requested: July 7, 2011
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract No. 1011-178 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with BDA Architecture, P.C., to provide Professional Design Services for the Carson City Animal Control Facility through June 30, 2012 for a not to exceed amount of \$85,000.00 to be funded from the Capital Projects – Animal Control Facility Account as provided for in FY 2011/2012. *(Kim Belt)*

Staff Summary: This contract is to provide Professional Services for the Design of the Animal Control Facility. The first phase of this project is Step 1 Preliminary Facility Design Services, which includes: facility needs assessment, site selection, program analysis, conceptual design, project estimated schedule and project construction cost estimate.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1011-178 Pursuant to NRS 332.115(1)(b) and NRS 625.530 with BDA Architecture, P.C., to provide Professional Design Services for the Carson City Animal Control Facility through June 30, 2012 for a not to exceed amount of \$85,000.00 to be funded from the Capital Projects – Animal Control Facility Account as provided for in FY 2011/2012. *(Kim Belt)*

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

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

Fiscal Impact: \$85,000.00

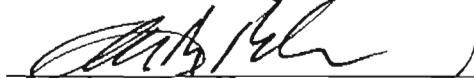

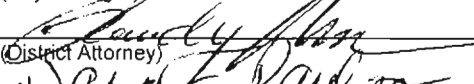
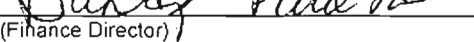
Explanation of Impact: Amount of contract.

Funding Source: Capital Projects – Animal Control Facility Account 210-0000-413-7850. There is no money budgeted in this account for FY2011/2012. If the Contract is approved, the account will be augmented in FY 2011/2012.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1011-178 and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:		Date: <u>6-28-11</u>
	(Public Works)	
		Date: <u>6/28/11</u>
	(City Manager)	
		Date: <u>6/28/11</u>
	(District Attorney)	
		Date: <u>6/28/11</u>
	(Finance Director)	

Board Action Taken:

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

(Vote Recorded By)

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)
Contract No. 1011-178**

Title: Design Services for the Carson City Animal Control Facility

THIS CONTRACT, made and entered into this 7th day of July, 2011, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and BDA Architecture, P.C., hereinafter referred to as the "**CONSULTANT**".

W I T N E S S E T H :

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

WHEREAS, it is deemed that the services of **CONSULTANT** for **CONTRACT No. 1011-178 Design Services for the Carson City Animal Control Facility** 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 July 7, 2011, subject to Carson City Board of Supervisors' approval (anticipated to be July 7, 2011) to June 30, 2012, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

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

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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:

Wayne Usiak, CEO
BDA Architecture, P.C.
901 Lambertson Place NE
Albuquerque, New Mexico 87107
(505) 858-0108/(505) 858-0111
wayne@bdaarc.com

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

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

4 SCOPE OF WORK:

4.1 **CONSULTANT** shall provide and perform the following services set for 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 Eighty Five Thousand Dollars and No Cents (\$85,000.00).

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:

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

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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, 2012 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

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

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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**.

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

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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.

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:

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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 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.

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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 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.

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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.

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**.

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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 and 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

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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.

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

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)
Contract No. 1011-178**

Title: Design Services for the Carson City Animal Control Facility

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:

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

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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:

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.

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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.

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**.

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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 **CONSULTANT** cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

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 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
PROJECTS (Architects, Engineers, and Land Surveyors)**

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Title: Design Services for the Carson City Animal Control Facility

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

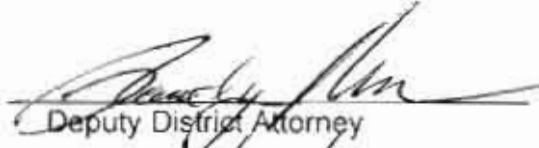
Finance Director
Attn: Kim Belt, Purchasing and Contracts
Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
Kim Belt


By: 
Deputy District Attorney

DATED 6/28/11

DATED 6/28/11

CITY'S ORIGINATING DEPARTMENT

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

By: 

DATED 6-28-11

**PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION
PROJECTS (Architects, Engineers, and Land Surveyors)**

Contract No. 1011-178

Title: Design Services for the Carson City Animal Control Facility

SAMPLE INVOICE

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

Carson City Contract Number: 1011-178
 Carson City Contract Name: Design Services for the Carson City Animal Control Facility

Vendor Number: _____

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 Surveyors)**

Contract No. 1011-178

Title: Design Services for the Carson City Animal Control Facility

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 7, 2011, approved the acceptance of **CONTRACT No. 1011-178 Design Services for the Carson City Animal Control Facility**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 7th day of July, 2011.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 7th day of July, 2011.

Exhibit A

SCOPE OF WORK

STEP 1: PRELIMINARY FACILITY DESIGN SERVICES

1.1 PROJECT ORIENTATION AND PROGRAMMING SERVICES

- 1.1.1 The Architect shall ascertain the project goals, objectives, preliminary budget and space constraints.
- 1.1.2 The Architect, through interviews and questionnaires, shall develop a building program to determine the space requirements, space relations and general practice needs.
- 1.1.3 The Architect shall provide the Owner a Preliminary Project Budget including Professional fees, building construction, site development, equipment, furniture and fixtures, and contingency.
- 1.1.4 The Architect shall provide preliminary evaluation of the Owner's program and project budget requirements, each in terms of the other.
- 1.1.5 Site Selection: The Architect will assist in locating suitable sites, perform preliminary evaluation and analysis to select the appropriate site.

1.2 DESIGN SERVICES

- 1.2.1 The Architect shall review with the Owner alternative approaches to design and construction of the Project.
- 1.2.2 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Preliminary Design Document Submittals as detailed in 4.2.6, consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 1.2.3 Based on the selected site, BDA will assist the Civil Engineer with Site Plan and Master Planning options.
- 1.2.4 Preliminary drawings shall include conceptual plans, preliminary exterior elevations, preliminary selections of building materials and finishes, and the development of approximate dimensions, areas and volumes of the construction proposed.
 - 1.2.4.1 The site plan will illustrate the size, dimension, and location of parking, drives and walks. It will designate landscape areas and special landscape features. Site amenities like trash enclosures, fences, curbs, retaining walls, porches, canopies and signs will be noted. The building footprint will be located. Site boundaries, building locations, easements, property lines and street R.O.W. lines will be indicated when survey information is available.
 - 1.2.4.2 The floor plan will indicate all rooms, in a scaled drawing illustrating all partitions, doors, windows, cages, runs, tub tables, major equipment, built-ins, cabinetry, acoustic/zone partition locations, and exhaust fans. Plumbing indications include sinks, hose stations, trench and flushing drains, central vacuum outlets, mop sinks, oxygen tanks and manifold, washer boxes, water heater, tubs and miscellaneous equipment.
 - 1.2.4.3 Exterior building elevation drawings will illustrate the building's architectural character and image. We will indicate exterior materials, windows and doors, general features and details, roof slope and suggested roof materials. Vertical dimensions will be given for finish floor elevations, eave or bearing heights, and ridge lines.
 - 1.2.4.4 A room finish schedule will be prepared listing each room with its corresponding floor, base, ceiling and wall finish. A legend will define each acceptable material, as well as an outline specification of acceptable manufacturers and products.
 - 1.2.4.5 This phase includes one site visit based on one person with same day travel with a minimum of three weeks advance notice.
- 1.2.5 Summary of Deliverables: The following list of documents are the deliverables from the Architect to the Owner under this Phase:
 - 1. Program Summary

2. Estimated Range of project construction costs
3. Schedule for project completion
4. Preliminary Design Drawings
 - A. Site Plan – 1 conceptual design
 1. 1 revision of selected concept
 - B. Floor Plan – up to 2 conceptual designs
 1. up to 2 revisions of selected concept
 - C. Exterior Elevations – up to 2 conceptual designs
 1. 1 revision of selected concept
 - D. Interior finishes schedule

STEP 2: ARCHITECTURAL DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

- 2.1 Based on the approved Preliminary Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, Architect shall prepare Architectural Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project as to architectural systems, materials and such other elements as may be appropriate.

The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

STEP 2: ENGINEERING SYSTEMS MANAGEMENT AND COORDINATION

- 3.1 The Architect will assist the Owner with the identification and selection of engineering professionals for Mechanical, Plumbing, Electrical and Structural engineers. The Architect will solicit proposals for these services in the Owners behalf and make recommendations for the Owners selection and contracting these services when required.
- 3.2 Based on the approved Preliminary Design Documents, any prepared Architectural Construction Documents, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect will provide direction to the selected Mechanical, Electrical, Plumbing and Structural Engineers (MEPS).
- 3.3 The Architect will meet individually with each selected MEPS engineering discipline to acquaint them with the project design and with the projects goals and objectives.
- 3.4 The Architect will review the MEPS engineering design drawings, and endeavor to identify discrepancies in each discipline drawings with the Architectural drawings. The Architect will coordinate with each individual engineer to resolve the noted discrepancy.
- 3.5 The Architect will collect and assemble the completed engineering documents and prepare a comprehensive bid/permit package suitable to distribute for contractor pricing, appraisal, and permit application.

STEP 3: CONTRACTOR BIDDING ASSISTANCE, BUILDING PERMIT ASSISTANCE AND ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.1 BID AND PERMIT SERVICES

- 4.1.1 The Architect shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- 4.1.2 The Architect shall assist the Owner in connection with the Owners responsibility for filing documents required for the approval of the building department toward securing a building permit. The Architect, at the direction of the Owner, will revise their Construction documents as required by local authorities, to secure a building permit.

4.2 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 4.2.1 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is due.
- 4.2.2 The Architect shall become generally familiar with the progress and quality of the work completed and determine in general if the work, when completed, will be in accordance with Contract Documents. This shall

EXHIBIT A

be accomplished by a combination of photographic analysis and on-site observations. Monthly pay requests shall be evaluated through photo observation of photos forwarded by the Contractor. On site observations will be provided to supplement these. Observation trips will be provided monthly, including at the contractor notice of substantial completion, to develop a deficiency list prior to final payment. Additional observations are available at the Owners request and reimbursable at standard rates as additional services.

- 4.2.3 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.
- 4.2.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.
- 4.2.5 The Architect shall review or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for sustaining instruction for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.2.6 The Architect shall determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall prepare a final deficiency list of corrections to be made by the Contractor prior to final payment approval.

ADDITIONAL SERVICES

- 5.1 The services described in this Article are not included in Basic Service unless so identified and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Article 5 shall only be provided if authorized by the Owner.
- 5.1.2 Assisting the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities other than the building permit department having jurisdiction over the Project. These agencies include departments such as zoning, traffic, fire Marshall, civil engineering and similar agencies.
- 5.1.3 Preparation of submittals for government agency approval including zoning boards, development review boards, etc.
- 5.1.4 Attendance for presentation at public agency meetings.
- 5.1.5 System design and approvals for infrastructure and utility systems.
- 5.1.6 Providing as-built drawings of existing structure and inventory of existing equipment, fixtures, mechanical, electrical and plumbing systems.
- 5.1.7 Hydrology design requirements for grading, drainage and storm water runoff.
- 5.1.8 Landscape architectural and irrigation system services.
- 5.1.9 Interior design services beyond materials selection.
- 5.1.10 Building permit processing including any work required for special state code requirements including energy codes and handicapped accessibility certifications.
- 5.1.11 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 5.1.12 Providing detailed estimates of Construction Cost.

EXHIBIT A

- 5.1.13 Providing financial feasibility, operating cost analysis, or future facilities planning services.
- 5.1.14 Providing additional documentation necessary for the demonstration of code compliance as a condition of approval beyond that produced in construction drawings are additional services.
- 5.1.15 Making revisions to the Preliminary Design documents when such revisions are:
 - 1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
 - 2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
 - 3. due to changes required as a result of the Owner's failure to render decisions in a timely manner
- 5.1.16 Additional Owner requested site visits will be charged at \$500/person based on same day travel with a minimum 3 week advance notice.

FEE SCHEDULE

6.1 STEP 1 COMPENSATION – Preliminary Facility Design Phase

6.1.1 The fee for this phase is based on a building size not to exceed 9,000 SF and will be calculated as follows:

Architectural	\$40,736.00
Mechanical/Electrical/Plumbing Engineering	\$11,330.00
Civil Engineering	\$22,860.00
Geotechnical Engineering	\$ 2,530.00
Landscape Architecture	\$ 3,520.00
Engineering Coordination	\$ 4,024.00
TOTAL STEP 1	\$85,000.00

7.1 STEP 2 COMPENSATION - Architectural Design Development and Construction / Permit Documents

7.1.1 The fee for this phase is based on a building size not to exceed 9,000 SF and will be calculated as follows:

Architectural	\$
Mechanical/Electrical/Plumbing Engineering	\$
Civil Engineering	\$
Structural Engineering	\$
Engineering Coordination	\$
TOTAL STEP 2	\$TBD

8.1 STEP 3 COMPENSATION - Contractor Bidding/Selection; Building Permit Application/Approval and Administration of the Construction Contract

8.1.1 The fee for this phase is based on a building size not to exceed 9,000 SF and will be calculated as follows:

Architectural	\$
Mechanical/Electrical/Plumbing Engineering	\$
Civil Engineering	\$
Engineering Coordination	\$
TOTAL STEP 3	\$TBD

9.1 PAYMENT SCHEDULE

9.1.2 Invoices will be submitted monthly based on percentage complete.

DESIGN LEARNED INC.
animal facility engineering

888-888-7078
 designlearned.com
 info@designlearned.com
 116 Main Street, Norwich, CT 06360

Carson City MEP Fees - Design Learned Inc.		
Step 1: Programming	fee	travel
assistance with program development	\$7,150	\$ 780
existing facility review and report		
estimated utility requirements		
Programming Meeting in Carson City (completed)		
(Note: Phase excludes drawings and specifications)		
Conceptual Design	fee*	travel
mechanical equipment distribution, estimated sizing, and zone layout	\$ 3,400	\$ -
electrical service main size estimate		
plumbing supply main and drainage main size estimates		
Step 2: Design Development	fee*	travel
noise control and caging recommendations	\$	\$
mechanical equipment sizing and diffuser layout	TBD	
electrical equipment sizing and preliminary wiring		
plumbing equipment selection and preliminary piping		
underslab utility plan and drainage requirements		
Design Development meeting in Carson City		
(Note: Phase excludes specifications, section views, detail sketches, schedules)		
Construction Documents	fee*	travel
mechanical, electrical, plumbing and fire alarm sealed, engineered plans and specifications	\$	\$
coordination and equipment details	TBD	
Step 3: Construction Administration	fee*	travel
Bidder meeting in Carson City	\$	\$
Preconstruction meeting in Carson City	TBD	
MEP submittal reviews		
rough-in review		
construction support, sketches, calls		
commissioning meeting		
Total Fees* \$ TBD \$		
*FEES ARE ESTIMATES BASED ON 9,000 SQUARE FOOT BUILDING FOOTPRINT		



Bowling Mamola Group
Carson City Animal Service Facility
Scope of Services

Step 1 – Site Feasibility & Preliminary Design Services

Task 1100 – Civil Engineering - Site Feasibility and Preliminary Design Services (Bowling Mamola Group)

1110. Site Visits and Meetings. Bowling Mamola Group will attend up to four meetings with Carson City and project stakeholders as required throughout the site feasibility and preliminary design phase. A site visit to a short list of three sites for feasibility analysis is included in this task. A follow-up site visit to the selected site is also included for preliminary design. Travel time between Reno and Carson City will not be charged to the project.
1120. Site Feasibility Analysis and Site Selection. Three short listed sites will be reviewed for feasibility with the projected site needs based on preliminary project programming. Available (existing) utility data, site data, drainage information, topographic data, etc. will be provided by Carson City in AutoCad format and analyzed by Bowling Mamola Group. No surveying is proposed with Step 1 services. Sites will be reviewed for compatibility with surrounding properties and for compliance with existing zoning and master plan designations as well as overlay districts. Potential entitlements required for each site will be identified. Preliminary title reports will be provided by Carson City and will be reviewed for each of the three sites. A summary of findings and site rankings will be presented to Carson City incorporating information from subconsultant disciplines in coordination with the Architect.
1130. Conceptual Site Design. Bowling Mamola Group will prepare a conceptual level site design plan for the selected site. The plan will include building placement and orientation, monument sign location, secured and public parking lot layout, site access (ingress/egress), landscaping areas, outdoor animal facility areas, etc. An opinion of probable construction cost estimate will be provided. Bonding planning and implementation will be provided by Carson City. All topographic data, property lines, and existing utility data will be provided by Carson City GIS. No surveying is proposed in Step 1 services.
1140. Preliminary Civil Engineering Site Design. Civil engineering plans and reports will be prepared for preliminary design and submittal for a special use permit. A preliminary hydrology report, preliminary water report, and preliminary sewer report will be prepared identifying existing and proposed facilities. Plans will consist of a site layout plan

Carson City Animal Services Facility
Scope of Services

including parking, access and circulation, a preliminary grading and drainage plan, and a preliminary utility plan including water, reclaimed water, sewer, storm drain, and schematic dry utilities. Plans will ensure that all planning requirements (i.e. setbacks, building orientation, special zoning considerations, etc.) are met. A preliminary engineer's opinion of probable costs will be provided. The topographic data, property lines, and existing utility data will be provided by Carson City as identified in Task 1130. No surveying is proposed in Step 1 services. Water main and/or reclaimed water main analysis for service to be performed by Carson City. No offsite improvements are included in this scope beyond service connections to existing facilities in adjacent streets.

1150. Special Use Permit. Bowling Mamola Group will assist in the preparation, submittal, and processing of the special use permit application with BDA Architecture, subconsultants, and Carson City. An updated title report will be obtained by Carson City if necessary for the permit. Bowling Mamola Group will attend up to two public meetings or hearings associated with obtaining the permit. At this time, a zone change, master plan amendment, or variance are not anticipated as part of the project scope.
1160. Project Administration, Coordination, and Oversight. Bowling Mamola Group will coordinate the work of the subconsultant team with Carson City and the Architect including Surveying, Geotechnical Engineering, and Landscape Architecture as required for the project. Time is included in this task for principal engineer coordination with Carson City.
1190. Direct Expenses / Reimbursables. Direct expenses (mileage, plots, postage, displays, etc.) will be billed on a time and materials basis at cost plus 10%. Mileage will be billed at \$0.55 / mile. The Step 1 budget for direct expenses is \$1,000.

Task 1200. Geotechnical Feasibility Analysis (Black Eagle Consulting)

1210. Geotechnical Feasibility. A preliminary geotechnical feasibility analysis will be performed on three short listed sites. The work will include a site visit to each site, geotechnical hazard/and soils documentation research and a brief letter describing the geotechnical advantages or constraints on each of the sites. No subsurface investigation is included in Step 1 scope.

Task 1300 – Conceptual & Preliminary Landscape Design (Sage Green Design)

1310. Schematic Landscape plan. Based on the conceptual site plan, Sage Green Design will prepare a schematic landscape plan for purposes of presentation to the board of supervisors, marketing, and bonding. The plan will delineate planted areas, sidewalks, parking lots, and any features such as a dog park or familiarization area. Shrub areas will be delineated by massed landscaped areas and individual trees will be located on the plan. A plant list will identify suitable plants for Carson City. Included with the plan, there

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will be a preliminary cost opinion derived from square foot prices of proposed items.

1320. Conceptual Site Plan Graphics. Sage Green Design will prepare a colored rendering for display purposes and for public hearing and marketing uses. The final rendering will be formatted on a 24x36 inch sheet and reduced down to an 8.5x11.
1330. Design Development Plan. Sage Green Design will incorporate comments pertaining to the conceptual design from Carson City and other project stakeholders. The plan will be further developed with notations on irrigation and specific plant locations. The plan sets will be coordinated with the architectural elevations and civil improvement plans.
1340. Design Development Site Plan Graphics. Additional plan graphics will be prepared for project reviews and marketing.
1390. Direct Expenses / Reimbursables. Direct expenses for travel and printing will be billed at a fixed fee. The Step 1 budget for direct expenses is \$200.

Required from Carson City:

- o Title Reports with exceptions and backup documentation for three short-listed sites.
- o Additional title report for selected site for permit submittal if required.
- o Digital utility data records (or paper copies of existing records) as available.
- o Digital aerial photography.
- o Digital topographic data and property line data for selected sites and surrounding areas also to include offsite data sufficient for infrastructure analysis and design and offsite hydrology analysis and design if needed.
- o Water main analysis for water or reclaimed water service.
- o Water rights documentation as required.
- o Fees for all permits and entitlements as required.

Step 2 – Final Design Services

Task 2100 –Civil Engineering Final Design Services (Bowling Mamola Group)

2110. Site Visits and Meetings. Bowling Mamola Group will attend meetings with project stakeholders as required throughout the final design phase.
2120. Final Civil Engineering Site Design. Civil engineering plans and reports will be prepared for final design and submittal for a building permit. Plans will consist of a demolition plan if necessary, a horizontal control plan, a striping and signage plan, final grading and drainage plans, final utility plans including water, reclaimed water, sewer, storm drain, natural gas and dry utilities. and a stormwater pollution prevention plan. Civil

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engineering notes, civil engineering site details, and geotechnical boring logs will also be provided. An engineer's opinion of probable costs will be provided. No offsite improvements are included in this scope other than utility connections in adjacent streets. All structural engineering is excluded from this scope. Should reclaimed water service be provided to the property, additional out of scope costs associated with permitting and preparation of an effluent management plan will be incurred. Water main and/or reclaimed water main analysis for service to be performed by Carson City.

2130. Technical Specifications. Carson City Technical Specifications will be selected and reviewed as related to site improvements. Additional Technical Specifications will be prepared as necessary. Special Conditions will be modified as necessary for the project.
2140. Hydrology Report. A final hydrology report will be prepared identifying existing and proposed facilities, detention, pre-treatment, and all requirements pursuant to City code.
2150. Sewer Report. A final sewer report will be prepared identifying existing and proposed facilities and all requirements pursuant to City code.
2160. Water Report. A final water report will be prepared identifying existing and proposed facilities and all requirements pursuant to City code. System modeling will be performed by Carson City.
2170. Permitting and Bidding Services. Building permit coordination will be provided as necessary. Bowling Mamola Group will attend a pre-bid meeting, the bid opening, and provide assistance during advertisement, bidding, and bid review as necessary.
2180. Project Administration, Coordination, and Oversight. Bowling Mamola Group will coordinate the work of the subconsultant team with Carson City and the Architect including Surveying, Geotechnical Engineering, and Landscape Architecture. Time is included in this task for principal engineer coordination with Carson City.
2190. Civil Site As-Built from Contractor's Record Drawings. Bowling Mamola Group will prepare electronic as-built drawings for site improvements based on contractor supplied drawings and survey information.
2199. Direct Expenses / Reimbursables. Direct expenses for travel and printing will be billed at a fixed fee. The Step 1 budget for direct expenses is \$200.

Task 2200 – Landscape Architecture Services - Final Design (Sage Green Design)

2210. Planting Plan. Sage Green Design will prepare a planting plan that meets Carson City requirements.

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2220. Irrigation Plan. SGD will prepare an irrigation plan for a drip and/or spray system that meets Carson City requirements.
2230. Planting & Irrigation Details and Specifications. Sage Green Design will prepare details for a typical tree, shrub, and decorative boulder. Specifications, included on the detail sheets, will outline general conditions, product requirements, and installation procedures for both planting and irrigation.
2240. Agency Reviews – Sage Green Design is anticipating one round of revisions based on City comments.
2250. Construction Observation. Sage Green Design will provide construction observation services for the irrigation system (open trench), for planting prior to installation and for final walk thru.

Task 2300 – Survey Services (Tri State Surveying)

2310. Boundary Surveying Services (Services to be performed on the final site selected based on the site selection and feasibility analysis.)
1. Research & Evaluation. Review and evaluate available data including a Title Report (supplied by Carson City), current Vesting Deed and supporting reference documents. Research and evaluate pertinent record maps, original government survey returns, adjacent property deeds or right-of-way dedications as necessary. Perform computations to relate location of easements based upon the Client supplied data encumbering the Project.
 2. Boundary Survey. Provide field reconnaissance to determine location of monuments, control ties or other physical features or evidence that may affect the boundary of the Project. Conduct field measurements necessary to relate the position of physical evidence pertinent to the boundaries of the Project and make computations to verify the correctness of field data acquired. Establish the points and lines necessary to define the boundary of the Project. Should any discrepancies which raise doubts concerning the boundary lines of the Project a written report shall be provided to the Client concerning such discrepancies. Provide property corner markers and/or controlling property corner monuments for the Project. Prepare and file a Record of Survey in accordance with Nevada Revised Statutes 625.340 through 625.380 and the Nevada Administrative Code Standards of Practice for Professional Land Surveyors 625.651 through 625.740.
2320. Topographic Surveying Services
1. Control Survey. Provide horizontal and vertical survey control necessary to accomplish the topographic mapping for the Project.

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2. Design Survey. Obtain measurements locating physical features over and adjacent to the Project including: (1) center of crown and edge of pavement locations on 50-foot intervals and at grade breaks; (2) top back of curb and lip of gutter locations on 50-foot intervals and at grade breaks; (3) top of adjacent block wall footing locations (if exposed) and block wall heights on 50-foot intervals and steps; (4) pad elevations for directly adjacent developments; (5) sign support locations; (6) manhole rims, flow lines, direction of flow and pipe sizes; (7) water valve lids and fire hydrants; (8) power poles and street lights; (9) vaults and meter locations; (10) and other surface evidence of utilities locations.
3. Topographic Mapping. Prepare and provide a Topographic Survey Map at 1" = 20' scale with a 1 foot contour interval in accordance with National Map Accuracy Standards
4. Supplemental Survey for Final Design. Additional field survey services will be provided during final design as required by the civil engineer or architect for design services.

Task 2400 – Geotechnical Investigation (Black Eagle Consulting)

2410. Geotechnical Investigation & Report. A design level geotechnical investigation will be performed including subsurface exploration and laboratory analysis. A report summarizing findings and design recommendations will be prepared. The estimate for these services may vary depending on the site chosen through the selection analysis. This estimate does not include a liquefaction analysis or trenching of existing faults if present.

Step 3 – Construction Management, Inspection, and Materials Testing

Task 3100 – Construction Management and Inspection Services

3110. Construction Management. Bowling Mamola Group will perform construction management services for the project. A six-month construction schedule is anticipated. Bowling Mamola Group will coordinate and administer a pre-construction meeting and a construction progress meeting at Carson City Public Works on a weekly basis. A meeting agenda and meeting minutes will be provided weekly. Submittals related to civil site improvements will be reviewed for the project. Bowling Mamola Group will coordinate submittals distribution and review with other disciplines. Throughout construction, we will work with the contractor, Carson City, and all disciplines on RFIs, RFQs, Change Orders, etc. The Construction Manager will make weekly site visits and will manage and coordinate subconsultant activities as required including materials testing and special inspections.
3120. Construction Inspection. Part time construction inspection services are proposed for this project. Inspection needs are anticipated to vary throughout the construction of the project. This task includes inspection services for 26 weeks at an average of 10 hours per

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week. The majority of inspection services will occur during earthwork, underground trenching and utility placement, and preparation for and placement of concrete flatwork and asphalt paving. This estimate does not include inspection for offsite infrastructure that may be required except for utility connections in adjacent streets.

Task 3200 – Materials Testing/Special Inspections (Black Eagle Consulting)

Black Eagle Consulting, Inc. (BEC) will provide materials testing and special inspection services for the referenced project. It is our understanding that the project will involve the construction of a 9,000 square foot (sf) building, constructed of concrete masonry units (CMU) with associated site improvements. Our costs and assumptions are outlined below and are based on the testing and inspection required for similar projects. Once project drawings and a construction schedule are available, a more accurate budget estimate can be provided.

3210. Earthwork and Site Improvements

1. We have assumed that the project site will have relatively minor cuts and fills during earthwork construction for the building pad and site improvements. Therefore, our technician will make 5 site visits at 4 hours each for density testing during mass grading and subgrade preparation for these items.
2. Our technician(s) will perform density testing of the building pad and site improvements aggregate base, density testing of the building footings, density testing during placement of the bedding and backfill for the site utilities, concrete sampling during concrete placement for the curb, gutter, and exterior flatwork, and sampling and density testing of the hot-mix asphalt during paving.
3. Two Proctor curves, sieves and Atterberg limits tests have been budgeted to characterize the native soil subgrade and import materials.

Other Services– Traffic Engineering & Construction Staking

Note: Traffic engineering services may or may not be warranted depending on the project site selected and the local conditions surrounding the project site. The following tasks are estimates of work that may be necessary based on site selection.

Task 4100 – Traffic Engineering - Parking Requirements, Trip Generation, and Circulation Analysis – (Traffic Works)

4110. This task is intended to be flexible and cover a variety of activities associated with the site selection, early planning, and conceptual design phases of the project. Specific activities will be "as requested" by the project team and would likely include trip generation, parking generation, circulation review, AutoTURN analysis, characterization of potential impacts or access issues associated with project site(s), and access planning. We anticipate attending up to three (3) team meetings as part of this task.

The above budget includes up to 30 hours of professional staff time and minimal other direct costs.

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Task 4200 – Traffic Access Circulation Study (Traffic Works)

4210. Within Carson City, Traffic Impact Studies are required if one or more of the following conditions are met:

1. The proposed development shall generate eighty (80) or more peak hour trips as determined using the Institute of Traffic Engineers (ITE) trip generation rates or other such sources accepted by the city engineer.
2. The proposed development shall generate five hundred (500) or more trips per day.
3. The proposed development contains phasing, and impacts from the cumulative phasing have net effects of items 1 or 2. In this case, a traffic study shall be required with the first phase of the development.
4. The city engineer determines that a traffic study is required. For example, a traffic engineering study may be required for small developments that do not satisfy one of the above requirements if they are near a school, community shopping or recreation area, near a historic area, or shall generate truck traffic. On small developments, the city may require an analysis of the proposed access, safety issues, and the internal street system or parking.
5. The proposed development contributes to the need for a traffic signal.

4220. At this time we doubt a full traffic impact study will be required because the project would not likely trigger any of the thresholds listed above. We do however anticipate that an "Access and Circulation Study" or abbreviated traffic impact study will be required and that is what this task will provide.

4230. We will prepare a draft and final "Access and Circulation Study" for the proposed project, once the final site plan is determined, in support of the Special Use Permit application.

Note: Construction surveying services may be performed by the Owner or by the Contractor. The following estimate for construction surveying services is provided without knowledge of the selected site or complete scope of the project for budgetary purposes.

Task 4300 – Construction Surveying Services (Tri State Surveying)

4310. Construction Surveying Services for On-Site Improvements

1. Control and Verification Survey. Conduct a horizontal and vertical survey to establish control throughout the project based upon the Basis of Bearings and Benchmark referenced on the Approved Improvement Plans. Conduct a survey to verify the location and elevation of existing improvement match locations such as curbing and pavement.
2. Rough Grade - Clearing Limits. Provide one set of stakes for the proposed building pad, detention basin and the demolition limits for the project.
3. Water Lines. Provide one set of stakes at 50-foot intervals for water mains. Stakes will be set at an offset designated by the Contractor at ends, angle points and midpoints.

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4. Fire Hydrants. Provide one set of two stakes for the location of each fire hydrant. Tri State will not be responsible for fire hydrants constructed in locations other than those shown on the approved drawings unless we are requested by the Client to verify the location from the existing fire hydrant offset stakes within 2 days after installation of hydrant.
5. Sanitary Sewer. Provide one set of stakes for the proposed sewer line and grease interceptor. Stakes will be set at an offset designated by the Contractor at all angle points and at manholes as shown on the plan and profile sheets.
6. Storm Drain. Provide one set of storm drain stakes at an offset designated by the Contractor on 50-foot intervals and at manholes or inlets as shown on the plan and profile sheets.
7. Vaults & Transformers. Provide one set of offset stakes to the top back of curb with grades to top of curb approximately 10 feet on each side of electric vaults or transformer pad locations. Tri State will not be responsible for vaults or transformers constructed in locations other than those shown on the drawings unless we are requested by the Client to verify the location from existing vault or transformer stakes within two (2) days after installation.
8. Light Standards. Provide one set of two stakes for the location of each light standard.
9. Curb, Gutter, Sidewalk & Trash Enclosure. Provide one set of stakes at an offset requested by the Contractor to the top back of curb on 50-foot intervals in tangents and 25 foot intervals in curves including grade breaks, angle points, traffic islands and curb transitions.
10. Building Grid Lines. Provide one set of stakes at an offset requested by the Contractor along grid lines as designated on the structural drawings. Stakes will be at adjoining ground level.
11. Building Setback Certification. Perform a survey to verify the location of building forms within required setbacks as shown on the approved plans and provide a certification letter reporting our findings.

Notes: The scope and fee estimates for Steps 2 and 3 will require refinement after Step 1 services based on the selected site chosen in Step 1, identified site constraints and conditions, required entitlements, stakeholder concerns and objectives, and final project programming based on identified facility needs. Specialized services such as environmental assessments, archeological, historical and cultural resources surveys, wetland delineation, Army Corps permitting, retaining wall design, fault trenching, flood elevation certification, offsite utility design, and utility potholing, etc. are not anticipated to be within the scope of this project at this time and are excluded from this scope of work. Determination of the necessity of these services will largely be determined in the site feasibility study and conceptual and preliminary design performed in Step 1.

Fee Proposal

Task	Description	Fee
Step 1. Conceptual Design Services		
1100	Civil Engineering - Site Feasibility & Preliminary Design	\$22,860.00
1200	Geotechnical Engineering - Feasibility Study	\$2,530.00
	Landscape Architecture - Conceptual & Preliminary	
1300	Design	\$3,520.00
	Step 1 Fee:	\$28,910.00
Step 2. Final Design Services		
2100	Civil Engineering Final Design Services	
2200	Landscape Architecture – Final Design	
2200	Surveying - Boundary Survey & Topographic Survey	
2300	Geotechnical Engineering - Site Investigation	
Step 3. Construction Services		
2100	Construction Management and Inspection	
	Materials Testing/Special Inspections (Black Eagle	
2200	Consulting)	
Other Services - Traffic Engineering and Construction Staking		(If needed)
3100	Traffic Engineering	
3200	Traffic Access and Circulation Study	
	Construction Survey Staking (2011 Prevailing Wage	
3300	Rate)	

Fees for Step 2, Step 3, and Other Services will be negotiated after Step 1 completion or on an as needed basis.

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**Bowling Mamola Group
Standard Fee Schedule for Additional Work**

For additional authorized services the hourly fees are listed below:

Principal Engineer	\$160
Project Manager/Senior Engineer Group)	\$140
Engineer Intern	\$110
Construction Manager	\$120
Senior Inspector	\$95
Junior Inspector	\$75
Clerical	\$55
Plots – 24" X 36", Black & White	\$3
Plots – 24" X 36", Color	\$6

Direct costs will be charged at cost plus 10%.
Mileage will be charged at the rate of \$0.55 per mile.

**Tri State Surveying
Standard Fee Schedule for Additional Work**

For additional authorized services the hourly fees are listed below:

Two-Man Survey Crew	\$185
Project Surveyor	\$140

**Sage Green Design
Standard Fee Schedule for Additional Work**

For additional authorized services the hourly fees are listed below:

Landscape Architect	\$100
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