

**City of Carson City
Agenda Report**

Date Submitted: January 23, 2015

Agenda Date Requested: February 5, 2015
Time Requested: 10 Minutes

To: Mayor and Supervisors

From: Public Works Department

Subject Title: For possible action: To approve Contract No. 1415-112, pursuant to NRS 332.115(1)(b) and NRS 625.530, with Lumos & Associates to provide professional services for streetscape architecture, roadway design, utility design, and landscape design services for the Downtown Carson Street Urban Design Project, in an amount not to exceed \$1,136,026.00, to be funded from various Carson City Capital Projects/Construction Accounts, as provided FY 2014/15 and FY 2015/2016. (Kim Belt and Danny Rotter)

Staff Summary: This contract is to provide professional services for streetscape architecture, roadway design, utility design, and landscape design services for the Downtown Carson Street Urban Design Project. The firm Lumos & Associates was selected via RFP #1415-112 – Request for Proposals for the Downtown Carson Street Urban Design Project. Five (5) firms submitted proposals for the project after review four (4) firms were selected to provide oral interviews. Carson City’s Review and Selection Committee selected the proposal from Lumos & Associates based on interview and proposal submittal. On January 5, 2015, the Redevelopment Authority Citizens Committee recommended approval of the expenditure of a total of \$490,000 in Redevelopment funds from the FY 2014-15 and 2015-16 Redevelopment Revolving Fund towards the construction of the 3rd Street Plaza by a vote of 5-0.

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. 1415-112, pursuant to NRS 332.115(1)(b) and NRS 625.530, with Lumos & Associates to provide professional services for streetscape architecture, roadway design, utility design, and landscape design services for the Downtown Carson Street Urban Design Project, in an amount not to exceed \$1,136,026.00, to be funded from various Carson City Capital Projects/Construction Accounts, as provided FY 2014/15 and FY 2015/2016.

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, Policy, Rule or Regulation: NRS 332.115(1)(b) and NRS 625.530.

Fiscal Impact: \$1,136,026.00

Explanation of Impact: Funding provided for in FY 2014/2015 and FY 2015/2016.

Funding Source: Capital Projects/Construction Accounts in:

Infrastructure Tax Fund - 257-0615-465.70-40 - \$752,113
Redevelopment: Revolving Fund - 603-0000-463.70-40 - \$49,388
Public Works Water Fund - 520-3505-435.70-40 - \$204,508
Public Works Sewer Fund - 510-3205-434.70-40 - \$64,275

Public Works Stormwater Fund - 505-3705-437.70-40 - \$65,742

Currently there is \$4.8 Million budgeted in the above combined accounts.

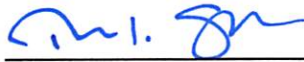
Alternatives: Not award contract and provide other direction.

Supporting Material:

1. Contract No. 1415-112
2. Lumos & Associates, scope of services (Exhibit A).

Prepared By: Kim Belt, Purchasing and Contract Manager

Reviewed By:



(Public Works Director)

Date: 1/27/15



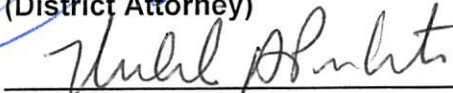
(City Manager)

Date: 1/27/15



(District Attorney)

Date: 1/27/15



(Finance Director)

Date: 1/27/15

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1415-112
Title: Downtown Carson Street Urban Design

THIS CONTRACT made and entered into this 5th day of February, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Lumos & Associates, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve X) (does not involve) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONSULTANT'S** compensation under this agreement (does) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1415-112** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the **SERVICES**.

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

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

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2.4 **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**.

2.5 **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.

2.6 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.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

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

2.7.1.1 The drawings, 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.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for 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.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized

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officer or employee of **CONSULTANT** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) no later than 15 days after the end of the month.

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner within 7 days after the regular pay date for the pay period. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project **SERVICES**. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

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(6) The actual per diem, wages and benefits paid to the worker;
and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any **WORK** done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve

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component thereof or the National Guard; and are citizens of the State of Nevada. (2)
Second: To other citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.8 **CITY Responsibilities:**

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

2.8.2 **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.

2.8.3 **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**.

2.8.4 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**.

3. **CONTRACT TERM:**

3.1 This Contract shall be effective from February 5, 2015, subject to Carson City Board of Supervisors' approval (anticipated to be February 5, 2015) to June 30, 2016, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. **NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (www.carson.org), 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, by 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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4.2 Notice to **CONSULTANT** shall be addressed to:

Michael Bennett, P.E., Location Principal
Lumos & Associates, Inc.
800 E. College Parkway
Carson City, Nevada 89706
(775) 883-7077
email: mbennett@lumosengineering.com

4.3 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

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 2** (**SCOPE OF WORK**) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Million One Hundred Thirty Six Thousand Twenty Six Dollars and 00/100 (\$1,136,026.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed **SERVICES**, 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 **SERVICES**.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

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

5.5 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.

5.6 **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 ending June 30 of the

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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.

7.1.2 CITY reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall CONSULTANT be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONSULTANT shall require that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against CONSULTANT for damages, due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONSULTANT of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

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 any 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 or any services required by this

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Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

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 Subsection 7.5 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; and

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

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**; and

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

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7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

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 attorney's 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:

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 expressly provided for elsewhere in this Contract. 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:

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

11. INDEMNIFICATION:

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

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11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **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 attorney's 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 section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in Subsection 11.5 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:

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

11.3.2 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.

11.4 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.

11.5 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 **CONSULTANT**, as 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 **CITY**, except as to the results of the **SERVICES**, 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**, in addition to Section 11 (INDEMNIFICATION), shall indemnify and hold **CITY**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1415-112
Title: Downtown Carson Street Urban Design

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

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

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **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.

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

13.4 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.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **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:

13.6.1 Final acceptance by CITY of the completion of this Contract; or

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

13.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, **CONSULTANT** shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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13.9 **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.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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

13.12 **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 \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **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 mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

13.14 **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.

13.15 **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:

13.16 **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**.

13.17 **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 13.9** (Additional Insured).

13.18 **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.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required:*

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

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

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

13.20.5 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).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 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.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

13.22.1 *Minimum Limit required:*

13.22.2 One Million Dollars (\$1,000,000.00).

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

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

13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **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 \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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14. BUSINESS LICENSE:

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

14.2 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.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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 or any 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 Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **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.

16. WAIVER OF BREACH:

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.

17. SEVERABILITY:

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.

18. ASSIGNMENT / DELEGATION:

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**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

19.1 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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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.

19.2 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.

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

20. PUBLIC RECORDS:

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.

21. CONFIDENTIALITY:

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.

22. FEDERAL FUNDING:

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

22.1.1 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.

22.1.2 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.

22.1.3 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 Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 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:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all **SERVICES** required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar **SERVICES**, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

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 is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the **SERVICES** under this Contract involve a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a 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 ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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27. GOVERNING LAW / JURISDICTION:

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.

28. ENTIRE CONTRACT AND MODIFICATION:

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. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1415-112
Title: Downtown Carson Street Urban Design

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


By: 
Kim Belt

Dated 1/27/15

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: 
Deputy District Attorney
Dated 1/27/15

CITY'S ORIGINATING DEPARTMENT

I certify that funds are available and that
CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts

BY: Darren Schulz, Director of Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
dschulz@carson.org

By: 

Dated 1/27/15

PROJECT CONTACT PERSON:

Danny Rotter, Engineering Manager
Telephone: 775-887-2355

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1415-112

Title: Downtown Carson Street Urban Design

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Michael Bennett, P.E.

TITLE: Location Principal

FIRM: Lumos & Associates, Inc.

CARSON CITY BUSINESS LICENSE #: 15-471

Address: 800 E. College Parkway

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

Telephone: (775) 883-7077 **Fax #:** 775-883-7114

E-mail Address: mbennett@lumosengineering.com

Michael Bennett
(Signature of Contractor)

DATED 1/27/15

STATE OF Nevada)

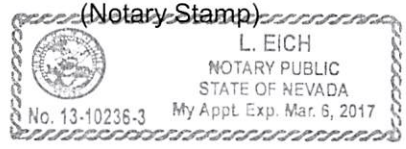
County of Carson City)

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Signed and sworn (or affirmed before me on this 27th day of January, 2015

[Signature]
(Signature of Notary)

(Notary Stamp)



PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1415-112
Title: Downtown Carson Street Urban Design

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 5, 2015 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-112**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 5th day of February, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 5th day of February, 2015.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1415-112
Title: Downtown Carson Street Urban Design

SAMPLE INVOICE

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

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



January 21, 2015

Mr. Daniel Rotter, P.E. - Engineering Manager
 Carson City Public Works
 3505 Butti Way
 Carson City, Nevada 89701

***Subject: Downtown Carson Street Urban Design
 Proposal for Design Services***

Dear Mr. Rotter:

Lumos & Associates, Inc. is pleased to provide you with this proposal for streetscape architecture, roadway design, utility design, and landscape design services for the Downtown Carson Street Urban Design project, Curry Street, and the 3rd Street Plaza

We understand the current project includes the revitalization of Carson Street from Williams Street to 5th Street in conformance with the 2005 Downtown Envision Plan and subsequent 2014 update, Curry Street between Musser and Robinson, and closure of 3rd Street to vehicles for redevelopment into the 3rd Street Plaza (consistent with the conceptual layout provided to the Board of Supervisors on their November 20, 2014 meeting).

This scope of work incorporates (and provides as attachment hereto) our subconsultants scope and fee. For each task listed below, I have also included those on the team with responsibility to complete that task. If team member changes are necessary, they will only be made with approval of Carson City Public Works.

Project Scope - Downtown Carson Street Urban Design

Task 1 – Geotechnical Investigation

Lumos will provide a field investigation that will consist of six (6) test pits within the proposed area. Lumos will collect samples of each soil type encountered in the excavations. Lumos will provide USA Dig Clearance and Excavation/Backfill/Patching/Traffic Control services. The excavation depths will extend to a depth of ten (10) feet, or practical refusal, whichever is more shallow.

Lumos will provide an engineering intern during the excavation of the test pits to log the holes and collect samples. Lumos' engineering intern will also provide inspection of backfill and patching of the test pits.

Lumos & Associates will then provide the following tests on selected samples collected from each of the areas:

- Soil Classifications
- Sieve Analysis
- Atterberg Limits
- Proctor



- Corrosivity
- R-Value

Lumos & Associates will then provide a final Geotechnical Report. The preparation of the report will be supervised by a Registered Professional Engineer in the State of Nevada and will include the following items:

- Table of Contents
- Project Location, Background, and Purpose
- Test Pit Excavation Location Map
- Exploration Logs with Number, Depth, and Soil Classifications (full description)
- Site Conditions
- Field Investigation
- Test Results (Sieve Analysis, Atterberg Limits, Proctor Tests, and R-Value)
- Ground Water Depth, if encountered
- Earthwork Recommendations
- Pavement Structural Section Recommendations

Responsible Team Member(s): Lumos - Mitch Burns

Task 2 – Project Basemap

Lumos will begin the project by determining the existing right of way limits and densifying project control along the alignment. Field surveying measurements will be used to determine the location of monuments and evidence that affect the existing right of way. All existing street centerline monuments will be located so the location can be perpetuated and reset during construction. After the final right of way limits are determined, a Record of Survey will be prepared and filed with the Recorder in accordance with Nevada Revised Statutes 625.340 through 625.380 and the Nevada Administrative Code 625.651 through 625.740.

During this first phase, project control points will be established along each block that will be used for the basemap survey as well as future construction survey control. Control points will be set using a combination of GPS and conventional survey methods where appropriate for the horizontal location. A differential level loop will be complete between all set control for the vertical location. All control will be based upon modified NAD83 Nevada Zone West and NAVD88 referencing the Carson City Control Network.

Using a combination of 3D scanning and conventional survey methods, Lumos will develop a basemap of the project alignment. The basemap will show all existing infrastructure, roadways, overhead utilities, drainage features, and surface evidence of underground utility locations. All available utility as built will be incorporated into the basemap for comparison to the field collected surface evidence for a best fit approximation of underground locations. Mapping will be prepared at 1 foot contour interval accuracy and in accordance with national map accuracy standards. Survey limits will be from face of building to face of building and approximately 50 feet down each side street. This section will be along Carson Street from the intersection of 5th Street north to the intersection of William Street.

Responsible Team Member(s): Lumos - Greg Phillips

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Task 3 – Project Initiation / 30% Design

This task includes project initiation activities and preparation of our 30% design package for the Downtown Carson area improvements. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 30% drawings for the project improvements will include the horizontal layout of the proposed improvements, landscape area designations, sidewalks, driveways, striping, way finding placeholders, other miscellaneous streetscape architecture elements appropriate for this stage of the design, and preliminary utility alignment (horizontal only at this stage). Dimensions and grading will be provided as required for 30% design and to identify any fatal flaws. Draft technical specifications and construction cost estimates will also be submitted at this stage. We assume that any comments from our 30% design submittal may be incorporated into our 60% submittal without need to revise the 30% drawings.

Responsible Team Member(s): Design Workshop - Steve Noll
 HDR - Lolene Terry
 Lumos - Tim Russell
 PK Electrical - Karen Purcell
 Kelly & Associates - David Kelly

Task 4 – 60% Design

This task includes preparation of our 60% design package for the Downtown Carson area improvements. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 60% drawings for the project improvements will include further refinement of the 30% submittal package and will incorporate comments received from City Staff, the public (from the public outreach meetings), project stakeholders, and the CMAR. In addition, our 60% documents package will include horizontal and vertical layout and detailing of the proposed improvements consistent with this level of progress submittal. Updated technical specifications and construction cost estimates will also be submitted. We assume that any comments from our 60% design submittal may be incorporated into our 90% submittal without need to revise the 60% drawings.

Responsible Team Member(s): Design Workshop - Steve Noll
 HDR - Lolene Terry
 Lumos - Tim Russell
 PK Electrical - Karen Purcell
 Kelly & Associates - David Kelly

Task 5 – 90% Design

This task includes preparation of our 90% design package for the Downtown Carson area improvements. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 90% drawings for the project improvements will include further refinement of the 60% submittal package and will incorporate comments received from City Staff, project stakeholders, the CMAR, and our internal QA/QC review. In addition, our 90% documents package will include

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final horizontal and vertical layout and construction level detailing of the proposed improvements. Final technical specifications and construction cost estimates will also be provided. We assume that any comments from our 90% design submittal may be incorporated into our final submittal without need to revise the 90% drawings.

Responsible Team Member(s): Design Workshop - Steve Noll
 HDR - Lolene Terry
 Lumos - Tim Russell
 PK Electrical - Karen Purcell

Task 6 – Final Construction Documents

This task includes preparation of our Final Construction Documents package for the Downtown Carson area improvements. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our Final Construction Documents submittal for the project improvements will incorporate comments received from City Staff, project stakeholders, the CMAR, and our final internal QA/QC review. In addition, we will finalize our technical specifications and construction cost estimates for submittal to the CMAR in preparation of their GMP proposal or for the City to competitively bid.

Responsible Team Member(s): Design Workshop - Steve Noll
 HDR - Lolene Terry
 Lumos - Tim Russell
 PK Electrical - Karen Purcell

Project Scope - 3rd Street Plaza

Task 7 – Geotechnical Investigation

Lumos will provide a field investigation that will consist of two test pits within the proposed area. Lumos will collect samples of each soil type encountered in the excavations. Lumos will provide USA Dig Clearance and Excavation/Backfill/Patching/Traffic Control services. The excavation depths will extend to a depth of ten (10) feet, or practical refusal, whichever is more shallow.

Lumos will provide an engineering intern during the excavation of the test pits to log the holes and collect samples. Lumos' engineering intern will also provide inspection of backfill and patching of the test pits.

Lumos & Associates will then provide the following tests on selected samples collected from each of the areas:

- Soil Classifications
- Sieve Analysis
- Atterberg Limits
- Proctor
- Corrosivity
- R-Value



Lumos & Associates will then provide a final Geotechnical Report. The preparation of the report will be supervised by a Registered Professional Engineer in the State of Nevada and will include the following items:

- Table of Contents
- Project Location, Background, and Purpose
- Test Pit Excavation Location Map
- Exploration Logs with Number, Depth, and Soil Classifications (full description)
- Site Conditions
- Field Investigation
- Test Results (Sieve Analysis, Atterberg Limits, Proctor Tests, and R-Value)
- Ground Water Depth, if encountered
- Earthwork Recommendations
- Pavement Structural Section Recommendations

Responsible Team Member(s): Lumos - Mitch Burns

Task 8 – Project Basemap

The same approach and procedure for the determination of right of way and project basemap development will be used as outlined in Task 2. The limits for this task will include face of building to face of building along 3rd Street in between Carson Street and Curry. Additional overlap will be extended into the parking lots and areas where there are no buildings.

Responsible Team Member(s): Lumos - Greg Phillips

Task 9 – Project Initiation / 30% Design

This task includes project initiation activities and preparation of our 30% design package for the 3rd Street Plaza. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 30% drawings for the project improvements will include the horizontal layout of the proposed improvements, landscape area designations, sidewalks, striping, way finding placeholders, other miscellaneous streetscape architecture elements appropriate for this stage of the design, and preliminary utility alignment (horizontal only at this stage). Dimensions and grading will be provided as required for 30% design and to identify any fatal flaws. Draft technical specifications and construction cost estimates will also be submitted at this stage. We assume that any comments from our 30% design submittal may be incorporated into our 60% submittal without need to revise the 30% drawings.

Responsible Team Member(s):
Design Workshop - Steve Noll
HDR - Lolene Terry
Lumos - Tim Russell
PK Electrical - Karen Purcell
Kelly & Associates - David Kelly

Task 10 – 60% Design

This task includes preparation of our 60% design package for the 3rd Street Plaza. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 60% drawings for the project improvements will include further refinement of the 30% submittal package and will incorporate comments received from City Staff, the public (from the public outreach meetings), project stakeholders, and the CMAR. In addition, our 60% documents package will include horizontal and vertical layout and detailing of the proposed improvements consistent with this level of progress submittal. Updated technical specifications and construction cost estimates will also be submitted. We assume that any comments from our 60% design submittal may be incorporated into our 90% submittal without need to revise the 60% drawings.

Responsible Team Member(s): Design Workshop - Steve Noll
 HDR - Lolene Terry
 Lumos - Tim Russell
 PK Electrical - Karen Purcell
 Kelly & Associates - David Kelly

Task 11 – 90% Design

This task includes preparation of our 90% design package for the 3rd Street Plaza. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 90% drawings for the project improvements will include further refinement of the 90% submittal package and will incorporate comments received from City Staff, project stakeholders, the CMAR, and our internal QA/QC review. In addition, our 90% documents package will include final horizontal and vertical layout and construction level detailing of the proposed improvements. Final technical specifications and construction cost estimates will also be provided. We assume that any comments from our 90% design submittal may be incorporated into our final submittal without need to revise the 90% drawings.

Responsible Team Member(s): Design Workshop - Steve Noll
 HDR - Lolene Terry
 Lumos - Tim Russell
 PK Electrical - Karen Purcell

Task 12 – Final Construction Documents

This task includes preparation of our Final Construction Documents package for the 3rd Street Plaza. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our Final Construction Documents submittal for the project improvements will incorporate comments received from City Staff, project stakeholders, the CMAR, and our final internal QA/QC review. In addition, we will finalize our technical specifications and construction cost estimates for submittal to the CMAR in preparation of their GMP proposal or for the City to competitively bid.

Responsible Team Member(s): Design Workshop - Steve Noll
 HDR - Lolene Terry
 Lumos - Tim Russell

PK Electrical - Karen Purcell

Project Scope - Curry Street Urban Design

Task 13 – Geotechnical Investigation

Lumos will provide a field investigation that will consist of two test pits within the proposed area. Lumos will collect samples of each soil type encountered in the excavations. Lumos will provide USA Dig Clearance and Excavation/Backfill/Patching/Traffic Control services. The excavation depths will extend to a depth of ten (10) feet, or practical refusal, whichever is more shallow.

Lumos will provide an engineering intern during the excavation of the test pits to log the holes and collect samples. Lumos' engineering intern will also provide inspection of backfill and patching of the test pits.

Lumos & Associates will then provide the following tests on selected samples collected from each of the areas:

- Soil Classifications
- Sieve Analysis
- Atterberg Limits
- Proctor
- Corrosivity
- R-Value

Lumos & Associates will then provide a final Geotechnical Report. The preparation of the report will be supervised by a Registered Professional Engineer in the State of Nevada and will include the following items:

- Table of Contents
- Project Location, Background, and Purpose
- Test Pit Excavation Location Map
- Exploration Logs with Number, Depth, and Soil Classifications (full description)
- Site Conditions
- Field Investigation
- Test Results (Sieve Analysis, Atterberg Limits, Proctor Tests, and R-Value)
- Ground Water Depth, if encountered
- Earthwork Recommendations
- Pavement Structural Section Recommendations

Responsible Team Member(s): Lumos - Mitch Burns

Task 14 – Project Basemap

The same approach and procedure for the determination of right of way and project basemap development will be used as outlined in Task 2. The limits for this task will include face of building to face of building and approximately 50 feet down each side street. This section will be along Curry Street from the intersection of Musser Street north to the intersection of Robinson Street

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Responsible Team Member(s): Lumos - Greg Phillips

Task 15 – Project Initiation / 30% Design

This task includes project initiation activities and preparation of our 30% design package for the Curry Street area improvements. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 30% drawings for the project improvements will include the horizontal layout of the proposed improvements, landscape area designations, sidewalks, driveways, striping, way finding placeholders, other miscellaneous streetscape architecture elements appropriate for this stage of the design, and preliminary utility alignment (horizontal only at this stage). Dimensions and grading will be provided as required for 30% design and to identify any fatal flaws. Draft technical specifications and construction cost estimates will also be submitted at this stage. We assume that any comments from our 30% design submittal may be incorporated into our 60% submittal without need to revise the 30% drawings.

Responsible Team Member(s): Design Workshop - Steve Noll
HDR - Lolene Terry
Lumos - Tim Russell
PK Electrical - Karen Purcell
Kelly & Associates - David Kelly

Task 16 – 60% Design

This task includes preparation of our 60% design package for the Curry Street area improvements. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 60% drawings for the project improvements will include further refinement of the 30% submittal package and will incorporate comments received from City Staff, the public (from the public outreach meetings), project stakeholders, and the CMAR. In addition, our 60% documents package will include horizontal and vertical layout and detailing of the proposed improvements consistent with this level of progress submittal. Updated technical specifications and construction cost estimates will also be submitted. We assume that any comments from our 60% design submittal may be incorporated into our 90% submittal without need to revise the 60% drawings.

Responsible Team Member(s): Design Workshop - Steve Noll
HDR - Lolene Terry
Lumos - Tim Russell
PK Electrical - Karen Purcell
Kelly & Associates - David Kelly

Task 17 – 90% Design

This task includes preparation of our 90% design package for the Curry Street area improvements. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale.

Our 90% drawings for the project improvements will include further refinement of the 90% submittal package and will incorporate comments received from City Staff, project stakeholders,

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the CMAR, and our internal QA/QC review. In addition, our 90% documents package will include final horizontal and vertical layout and construction level detailing of the proposed improvements. Final technical specifications and construction cost estimates will also be provided. We assume that any comments from our 90% design submittal may be incorporated into our final submittal without need to revise the 90% drawings.

Our current proposed scope of work for Curry Street ends at our 90% submittal to CCPW. We understand Final Construction Documents will be prepared at a later date.

Responsible Team Member(s): Design Workshop - Steve Noll
 HDR - Lolene Terry
 Lumos - Tim Russell
 PK Electrical - Karen Purcell

Project Scope - Time and Material Tasks

Task 18 – Grant Procurement

The preparation of a typical grant application for Carson City will consist of four tasks, described below:

1. Data Collection – will consist of gathering, analyzing, and identifying any gaps in information necessary to complete the grant application.
2. Application Preparation – will consist of the writing, analysis, graphic layout, and preparation of any required Benefit-Cost Analysis.
3. Application Editing – will consist of revising the application to incorporate comments received from City Staff and other stakeholders.
4. Final application – will produce application for submittal.

Responsible Team Member(s): HDR - Stephanie Shipp

Task 19 – Owner Initiated Meetings

The design team will be available to facilitate and/or attend meetings not otherwise specified in our agreement. Work performed under this task will be billed on a time and materials basis in accordance with our current fee schedule.

Task 21 – On-Call Services

The design team will be available to complete additional work not otherwise specified in this scope of services and as requested by the client. Lumos shall receive written authorization from the client prior to commencing any work under this task. Work performed under this task will be billed on a time and materials basis in accordance with our current fee schedule.

Task 22 – Reimbursables

Any fees or other associated project costs incurred by Lumos and Associates to obtain copies of previous plans or reports, additional mapping, permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 15%. Additional production of plans and specifications as requested by the client will also be billed under this task on a time and materials basis in accordance with our current fee schedule.



Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- We understand the current project schedule to for design to take place during 2015 and construction of Carson Street and the 3rd Street Plaza to commence in 2016. Final Design and construction of the Curry Street improvements will take place two years thereafter.
- The project limits are defined as:
 - Carson Street - From William to 5th Street
 - 3rd Street Plaza - From Carson Street to Curry Street
 - Curry Street - From Robinson Street to Musser Street
- Improvements to the connecting blocks between Carson and Curry Streets are not included in this project.



Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
<u>Downtown Carson Street Urban Design</u>		
Task 1	Geotechnical Report	\$8,560
Task 2	Project Basemap	\$38,253
Task 3	Project Initiation / 30% Design	\$210,289
Task 4	60% Design	\$210,676
Task 5	90% Design	\$171,602
Task 6	Final Construction Documents	\$107,539
Fixed Fee Total:		\$746,919
<u>3rd Street Plaza Design</u>		
Task 7	Geotechnical Report	\$4,280
Task 8	Project Basemap	\$4,066
Task 9	Project Initiation / 30% Design	\$17,200
Task 10	60% Design	\$22,904
Task 11	90% Design	\$20,406
Task 12	Final Construction Documents	\$13,258
Fixed Fee Total:		\$82,114
<u>Curry Street Design</u>		
Task 13	Geotechnical Report	\$4,280
Task 14	Project Basemap	\$18,725
Task 15	Project Initiation / 30% Design	\$56,103
Task 16	60% Design	\$69,729
Task 17	90% Design	\$58,156
Fixed Fee Total:		\$206,993
<u>Time and Material Tasks</u>		
Task 18	Grant Procurement	(Estimate - T/M) \$25,000
Task 19	Owner Initiated Meetings	(Estimate - T/M) \$15,000
Task 20	On-Call Services	(Estimate - T/M) \$15,000
Task 21	Reimbursables	(Estimate - T/M) \$45,000

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 1/2% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.



Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,

A handwritten signature in black ink that reads 'Michael D. Bennett'.

Michael D. Bennett, P.E., WRS
Location Principal

Cc: Darren Schulz, P.E. - Director, Carson City Public Works

ID	Task Name	Duration	Start	Finish	er	January	February	March	April	May	June	July	August	September	October	November	December	January	February	
					E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E
1	Board Awards Design Contract	0 days	Thu 2/5/15	Thu 2/5/15				◇ 2/5												
2																				
3	Project Management - Design Phase	234 days	Thu 2/5/15	Tue 12/29/15																
4																				
5	Project Base Map	25 days	Mon 2/9/15	Fri 3/13/15																
12																				
13	Geotechnical Report	25 days	Thu 2/5/15	Wed 3/11/15																
19																				
20	30% Design	101 days	Thu 2/5/15	Thu 6/25/15																
40	Theming Workshop	0 days	Tue 4/14/15	Tue 4/14/15					◇ 4/14											
41	Public Open House	0 days	Thu 6/25/15	Thu 6/25/15								◇ 6/25								
42	RACC Meeting	0 days	Mon 7/6/15	Mon 7/6/15								◇ 7/6								
43	RTC Meeting	0 days	Wed 7/8/15	Wed 7/8/15								◇ 7/8								
44	Board of Supervisors Meeting	0 days	Thu 7/16/15	Thu 7/16/15								◇ 7/16								
45																				
46	60% Design	70 days	Wed 6/10/15	Tue 9/15/15																
64	RACC Meeting	0 days	Tue 9/8/15	Tue 9/8/15											◇ 9/8					
65	RTC Meeting	0 days	Wed 9/9/15	Wed 9/9/15											◇ 9/9					
66																				
67	90% Design	45 days	Wed 9/16/15	Tue 11/17/15																
73	RACC Meeting	0 days	Mon 11/2/15	Mon 11/2/15																◇ 11/2
74	RTC Meeting	0 days	Tue 11/17/15	Tue 11/17/15																◇ 11/17
75	Board of Supervisors Meeting	0 days	Thu 11/19/15	Thu 11/19/15																◇ 11/19
76																				
77	Final Construction Documents	30 days	Wed 11/18/15	Tue 12/29/15																
81																				
82	Complete Design Cue	0 days	Thu 12/31/15	Thu 12/31/15																◇ 12/31
83																				
84	GMP Negotiation	20 days	Wed 12/30/15	Tue 1/26/16																
85	Board of Supervisors Meeting	0 days	Thu 1/21/16	Thu 1/21/16																◇ 1/21

Project: Carson Street Streetscap
 Date: December 18, 2014

Task Split
 Milestone Summary
 Project Summary
 External Tasks
 External Milestone
 Deadline
 Critical
 Critical Split
 Progress

13 of 40

Page 1

Discipline Specific Work Scopes



January 19, 2015
Michael Bennett, P.E.
Lumos Associates
800 East College Parkway
Carson City, NV 89706

Subject: HDR Scope of Work Downtown Carson Street Urban Design Project, 3rd Street Plaza and Curry Street

Downtown Carson Street Design

Task 3 Project Initiation / 30% Design

Field Review and Data Gathering

1. HDR will review utility, drainage, and as-built plans gathered by Lumos as part of our initial understanding of the project issues. Review all information from the Carson City Streetscape website and any other data provided by the City.
2. Review areas to be reconstructed for conflicts—i.e. above ground utility boxes, fire hydrants, signs, lights etc.—develop a draft demolition concept.
3. Review existing businesses for access requirements—pedestrian access and ADA issues, parking, delivery access, loading dock access. Use this information to customize the concept plan to meet business needs, while enhancing the street experience.
4. Review existing activities by businesses that may be affected by the plan changes and highlight how they might be integrated into plan. Maintain a list of issues to be resolved.
5. Mark-up plan with names and types of businesses.
6. Develop a brief Field Review Draft Recommendations for discussion with City on preliminary understanding of the project.
7. Develop Draft Project Criteria Document with ADA guidelines, parking space sizing, and turn lane requirements to be followed for the project, horizontal and vertical requirements, lane widths, bicycle standards. Building access standards, fire and other emergency access requirements.
8. In coordination with Lumos and Design Workshop, HDR would develop 30% plans for the general horizontal layout of the curb, sidewalk, parking areas and plaza spaces.
9. Develop Draft Concept Plan depicting general access routes for pedestrians and bicycles, transit opportunities, intersection configurations, potential parking areas, ingress and egress for buildings. The plan would have horizontal layout of the features with only minimal vertical review at critical locations. ADA accessible route will be determined horizontally through the corridor.

10. The Concept plan will include a preliminary striping plan showing lanes, cross walks, parking areas, bike lane and turn lane information. Striping will be pictorial with no annotation.
11. The Concept plan would include preliminary drainage inlet locations and approximate relocations for consideration in the 30% cost estimate.
12. Develop a 30% engineering estimate of the cost of the project for City review. HDR would estimate the roadway, sidewalk areas, hardscape areas, drainage and traffic items necessary to build the project to be included with the overall project estimate. HDR would assist in reasonable bid prices, contingency and other pricing necessary to provide the preliminary estimate.
13. HDR would use AutoCadd to develop the drawings according to CADD standards developed by Lumos.

Deliverables

Field Review Draft Recommendations, Criteria Document, Concept Plans and existing feature plan.

Public Involvement

HDR would attend at least two public meetings to discuss the project with the public. HDR would prepare engineering drawings with boards for the public meeting as necessary. It is assumed two people from HDR would attend the meeting.

Meetings

HDR would attend periodic meetings with the City to discuss the project. It is assumed that there would be two meetings in the 30% work.

HDR would attend weekly meetings with Lumos team to discuss the project.

HDR would attend meetings with other stakeholders to coordinate the work and gather data.

Task4 60% Design

Using the Concept Plans and comments from business owners, HDR will prepare detailed horizontal and vertical plans of the hard scape, curb, gutter, and roadway. The plans will meet the project criteria document, or exceptions will be discussed with the City prior to incorporation.

Plans

The 60% plans will include the following sheets:

- a. Title Sheet-1 sheet
- b. Location Sketch-1 sheet
- c. General Notes—2 sheets

- d. Roadway Typical- suggest only to provide depth of pavement and sidewalk details, curb details.
- e. Horizontal, Striping and Signing Plans—1"=20'- 7 sheets
- f. Grading and Drainage Plans—1"=20'-7 sheets
- g. Traffic Staging Plans- 2 sheets
- h. Signal Modifications- 5 sheets(includes only relocation of signal heads)
- i. Draft Specifications

Drainage

The hydrology will be reviewing the localized flow only and will not include an analysis of the main line storm drain systems. An analysis of existing flow versus new flow within the localized area will be discussed and as much as possible no new flow will be added to any of the existing mainline storm drain systems. Using flows and pipe sizes and slopes recommended by HDR, drainage profiles will be completed by Lumos engineers in conjunction with utility relocation elements.

Quantities and Cost Estimates

Prepare list of bid items and quantities in conjunction with CMAR contractor to assist in developing the cost estimate. Prepare an independent engineers estimate for the quantities to compare with CMAR contractor.

Assist in Potentially Purchase of Long Lead time items

Assist City and CMAR contractor in considering buying long lead time items such as light poles, signal poles as may be necessary to meet schedule requirements of the contractor.

Special Provisions

Prepare draft special provisions for items that require specialty work to assist CMAR contractor in bidding work.

Traffic Staging

HDR will meet with the contractor to discuss traffic staging and review staging ideas with contractor providing general staging layouts for review. No detailed traffic control plans will be prepared by HDR.

Meetings

Meet with property owners to discuss final design issues, final resolution of access and other issues. Develop issue database with resolutions, add new issues for tracking.

Assume 10 meetings with property owners.

Meet with CMAR contractor to discuss traffic staging and other constructability issues.

Field Review with CMAR contractor, City and Project Team.

Meet with City on regular basis to inform them on design progression and issue resolution.

Task 5 90% Design

Plans

The plans will include the following sheets:

a. Title Sheet	1 sheet
b. Location Sketch	1 sheet
c. General Notes	2 sheets
d. Roadway Typical- only pavement depths	2 sheets
e. Horizontal, Striping, Signing Plans - 1"=20'	7 sheets
f. Grading and Drainage Plans- 1"=20'	7 sheets
g. Roadway Details	3 sheets
h. Surface Drainage Details	3 sheets
i. Traffic Staging Plans	2 sheets
j. Signal Modifications	5 sheets
k. Schedules and Summaries	2 sheets
Total	35 sheets

Drainage Plan and Technical Memo

Develop onsite flows only and coordinate with City on obtaining suitable contributing flows. Review flow spread in roadway section for inlet adequacy. Prepare Storm Drain Plans and technical memo describing any design assumptions and issues.

Quantities and Cost Estimates

Prepare list of bid items and quantities in conjunction with CMAR contractor to assist in developing the cost estimate. Prepare an independent engineers estimate for the quantities to compare with CMAR contractor.

Special Provisions

Revise draft special provisions for items that require specialty work to assist CMAR contractor in bidding work. No detailed traffic control plans will be prepared, special provisions will list timing requirements for business owners.

Meetings

Weekly meetings with project team for coordination of all design features.

Field Review meeting with City, Contractor and Project Team.

Meet with property owners to discuss final design issues, final resolution of access and other issues. Construction staging plan and expectations of closures. Update issue database with resolutions, add new issues for tracking.

Meet with CMAR contractor to discuss traffic staging and other constructability issues.
Review design with CMAR contractor and adjust for comments.
Meet with City on regular basis to inform them on design progression and issue resolution. Provide City final plans and review and resolve comments and incorporate into Final for Construction Plans.

Task 6 Final Construction Documents

Update plans, special provisions and quantities for incorporation into final construction documents.
Provide update to issue database and resolutions for discussions with Business Owners as construction starts.
Attend pre-construction meeting with Contractor to review any final questions or issues prior to start of construction.

3rd Street Plaza

Task 9 Project Initiation / 30% Design

Field Review and Data Gathering

1. HDR will review utility, drainage, and as-built plans gathered by Lumos as part of our initial understanding of the project issues.
2. Review areas to be reconstructed for conflicts—i.e. above ground utility boxes, fire hydrants, signs, lights etc.—develop a draft demolition concept.
3. Review existing businesses for access requirements—pedestrian access and ADA issues and parking. Use this information to customize the concept plan to meet business needs, while enhancing the plaza experience.
4. Review existing activities by businesses that may be affected by the plan changes and highlight how they might be integrated into plan.
5. Develop Field Review Draft Recommendations for discussion with City on preliminary understanding of the project.
6. Develop Draft Project Criteria Document with ADA guidelines, parking space sizing, horizontal and vertical requirements. Building access standards, fire and other emergency access requirements.
7. In coordination with Lumos and Design Workshop, HDR would develop 30% plans for the general horizontal layout of the curb, sidewalk, parking areas and plaza space.
8. Develop a 30% engineering estimate of the cost of the project for review.
9. HDR would use AutoCadd to develop the drawings according to CADD standards developed by Lumos.
10. Revise Concept Plans for City comments and use these materials for discussions with business and adjacent property owners.

Task 10 60% Design

Using the Concept Plans and comments from business owners, HDR will prepare detailed horizontal and vertical plans of the hard scape, curb, gutter, and area. The plans will meet the project criteria document, or exceptions will be discussed with the City prior to incorporation.

Task 11 90% Design

Plans

The plans will include the following sheets:

- a. Title Sheet
- b. Location Sketch
- c. General Notes
- d. Grading and Drainage Plans- 1"=20'
- e. Details and Striping Plans- 1"=20'

Quantities and Cost Estimates

Prepare list of bid items and quantities in conjunction with CMAR contractor to assist in developing the cost estimate. Prepare an independent engineers estimate for the quantities to compare with CMAR contractor.

Special Provisions

Prepare draft special provisions for items that require specialty work to assist CMAR contractor in bidding work.

Task 12 Final Construction Documents

Update plans, special provisions and quantities for incorporation into final construction documents.

Provide update to issue database and resolutions for discussions with Business Owners as construction starts.

Attend pre-construction meeting with Contractor to review any final questions or issues prior to start of construction.

Curry Street Design

Task 15 Project Initiation / 30% Design

Field Review and Data Gathering

- 1. HDR will review utility, drainage, and as-built plans gathered by Lumos as part of our initial understanding of the project issues.
- 2. Review areas to be reconstructed for conflicts—i.e. above ground utility boxes, fire hydrants, signs, lights etc.—develop a draft demolition concept.

3. Review existing activities by businesses that may be affected by the plan changes and highlight how they might be integrated into plan.
4. Develop Field Review Draft Recommendations for discussion with City on preliminary understanding of the project.
5. Develop Draft Project Criteria Document with ADA guidelines, parking space sizing, and turn lane requirements to be followed for the project, horizontal and vertical requirements, lane widths. Lumos and Design Workshop, HDR would develop 30% plans for the general horizontal layout of the curb, sidewalk, and parking areas.
6. The Concept plan will include a preliminary striping plan showing lanes, cross walks, parking areas, and bike lane.
7. Develop a 30% engineering estimate of the cost of the project for City review. HDR would estimate the roadway, sidewalk areas, hardscape areas, drainage and traffic items necessary to build the project to be included with the overall project estimate. HDR would assist in reasonable bid prices, contingency and other pricing necessary to provide the preliminary estimate.
8. HDR would use AutoCadd to develop the drawings according to CADD standards developed by Lumos.
9. Revise Concept Plans for City comments and use these materials for discussions with business and adjacent property owners.

Deliverables

Field Review Draft Recommendations and Concept Plans and existing feature plan.

Meetings

HDR would attend periodic meetings with the City to discuss the project.

HDR would attend weekly meetings with Lumos team to discuss the project.

HDR would attend meetings with other stakeholders to coordinate the work and gather data.

Task 16 60% Design

Using the Concept Plans and comments from business owners, HDR will prepare detailed horizontal and vertical plans of the hard scape, curb, gutter, and roadway. The plans will meet the project criteria document, or exceptions will be discussed with the City prior to incorporation.

Task 17 90% Design

Plans

The plans will include the following sheets:

- a. Title Sheet
- b. Location Sketch

- c. General Notes
- d. Horizontal Plans - 1"=20'
- e. Grading and Drainage Plans- 1"=20'
- f. Signing and Striping Plans- 1"=20'
- g. Details
- h. Schedules and Summaries

Quantities and Cost Estimates

Prepare list of bid items and quantities to assist in developing the cost estimate.
Prepare an independent engineers estimate for the quantities.

Meetings

Weekly meetings with project team for coordination of all design features.
Field Review meeting with City, and Project Team.

Sincerely,
HDR Engineering Inc.

Paul Pettersen
Senior Project Manager

Ruedy Edgington, P.E.
Vice President



January 19, 2015

Mr. Michael Bennett, P.E.
Via email

**Subject: Downtown Carson Street Project -
Proposal for Curry Street Utility Design**

Dear Michael:

Lumos & Associates, Inc. is pleased to provide you with this proposal for water, sewer, and drainage utility design associated with the Downtown Carson Street Urban Design project, Curry Street, and the 3rd Street Plaza. PK Electric will handle the design of all electrical improvements.

Project Scope - Downtown Carson Street Utility Design

Task 3 – Project Initiation / 30% Design

Included in this task is the development of comprehensive utility mapping for the project area. The underground team will begin by coordinating with the City staff and the contacts of other utilities to obtain as-built information and other utility mapping. This available mapping will then be supplemented by acquisition of USA Digs marking and surface utility features (vaults, manholes, valves, etc.) to allow for the creation of a digital compilation of the available information (survey for the project is under a separate task). If necessary the team will work with the City to pothole areas where existing utility information is either unavailable or questions remain in terms of line sizes or location. Once the comprehensive utility map is complete the underground team will meet with the City staff to review specific areas of concern such as undersized mains, needs for communication conduits and problem drainage areas that can all be worked into the preliminary design drawings.

As the utility design progresses they will refer to the drainage report developed for the project by the surface team to aid in determining the preliminary routing of the drainage flows and preliminary locations for drop inlets and routing of drainage piping. The remaining underground utility replacements will also be laid out as a concept plan. This concept plan will be reviewed with the various utilities impacted (NVEnergy, SWG, Carson City, ATT, etc) to make sure there are no fatal flaws prior to moving forward with the design. During this fatal flaw analysis the utilities will also be asked to provide information on sizing, the need for additional capacity or conduits.

Specific to NVEnergy, the design team will need to develop information on power requirements for lights, and other features along the project corridor along with the existing power services to be able to coordinate with NVEnergy early in the process in terms of new power services or relocation of NVEnergy facilities. If NVEnergy facilities are to be relocated the submittal of information, design agreement, and deposit with NVEnergy early will be important as their process can be



lengthy and they will not proceed on design of their facilities until a deposit is obtained. PK Electrical will design the secondary electrical components for the project.

The utility concept plan will be compared against the roadway preliminary plans to review potential fatal flaws with the new surface improvements (ie a new manhole located within the new curb or wheel path).

Once the utility concept plan has been reviewed with the various utilities and any necessary modifications made, a final potholing plan will be developed to verify the location and depth of existing utilities at critical crossing locations to aid in the design so that utility relocations can be taken into account as part of the budgeting process.

Additionally, during this task of the design the team will also work with the utilities to determine how each business is fed by their utilities. For most, if not all, of the businesses and properties within the project corridor the interruption of utility service (power, water, sewer, communications, etc.) will be something that can be tolerated if minimal but will be unacceptable for long durations. With the service locations in hand and the conceptual utility plan developed the team will begin working on the methods to ensure utility service is maintain to the highest level possible during the construction activities.

The 30% drawings will be prepared on standard engineering 24" x 36" format sheets and at a standard engineering scale. We assume that agency comments will be provided for inclusion with each subsequent plan level submittal. Reproduction expenses will be billed under the reimbursable task.

Coordination between disciplines such as survey, landscape architect, surface design team and subs on the 30% Design is also included in this task.

Task 4 – 60% Design

In addition to further development of the utility design, utility impacts, and the more developed staging of the utility construction will be important to understand at the 60% stage so that we can develop realistic cost and staging plans. These plans will be critical to get the first detailed bid from the CMAR contractor and to begin development of a staging plan that will be workable for the contractor.

Also the design team will continue developing methods of maintaining utility service within the project corridor during construction.

The 60% design would include the following elements and would better define the work to be completed.

- 1) Location Sketch, General Notes, Legends

- 2) Develop drainage pipe design to identify potential utility conflicts
- 3) Continue developing plan and profile designs for utilities.
- 4) Continue coordination with utility companies on conflicts and further develop relocation strategies
- 5) Coordinate with design for the power supply and relocation of power for street lighting accent lighting, irrigation and signals.
- 6) Cost estimate
- 7) Draft specifications

The 60% utility plans would also be sent to the City for review and comment. The 60% drawings will be prepared on standard engineering 24" x 36" format sheets and at a standard engineering scale. We assume that agency comments will be provided for inclusion with each subsequent plan level submittal. Reproduction expenses will be billed under the reimbursable task.

Task 5 – 90% Design

At the 90% stage of the project, we would be refining details and developing specifications for materials. We would also incorporate any of the business requirements and other public input into the plan set. Our engineers would work collaboratively with the City and the CMAR contractor to develop a best value set of documents. The documents would include:

- 1) Location Sketch, General Notes, Legends
- 2) Develop final drainage plan and profiles and details, Final Hydraulic Report
- 3) Develop final utility relocation plans, any agreements for payment as may be necessary
- 4) Utility Specifications will include service line requirements, allowable interruptions to service and requirements for service during construction
- 5) Construction staging and phasing
- 6) Specifications
- 7) Estimate

This task will include permit submittals to NDEP, Carson City, and other utilities for final review and comment.

The 90% utility plans would also be sent to the City for review and comment. The 90% drawings will be prepared on standard engineering 24" x 36" format sheets and at a standard engineering scale. We assume that agency comments will be provided for inclusion with each subsequent plan level submittal. Reproduction expenses will be billed under the reimbursable task.

Task 6 – Final Construction Documents

This Task includes the incorporation of all comments from all parties into the plan set and specifications. The documents will then be ready for either bidding or for the CMAR contractor to begin construction.



The final utility plans and specifications would be incorporated with the rest of the plan set and contract documents. The final drawings will be prepared on standard engineering 24" x 36" format sheets and at a standard engineering scale. Reproduction expenses will be billed under the reimbursable task.

Project Scope - 3rd Street Plaza Utility Design

Task 9 – Project Initiation / 30% Design

This task will mirror the efforts under Task 3 and is anticipated to be coordinated at the same time.

Task 10 – 60% Design

This task will mirror the efforts under Task 4 and is anticipated to be coordinated at the same time.

Task 11 – 90% Design

This task will mirror the efforts under Task 5 and is anticipated to be coordinated at the same time.

Task 12 – Final Construction Documents

This task will mirror the efforts under Task 6 and is anticipated to be coordinated at the same time.

Project Scope - Curry Street Utility Design

Task 15 – Project Initiation / 30% Design

Included in this task is the development of comprehensive utility mapping for the project area. The underground team will begin by coordinating with the City staff and the contacts of other utilities to obtain as-built information and other utility mapping. This available mapping will then be supplemented by acquisition of USA Digs marking and surface utility features (vaults, manholes, valves, etc.) to allow for the creation of a digital compilation of the available information (survey for the project is under a separate task). If necessary the team will work with the City to pothole areas where existing utility information is either unavailable or questions remain in terms of line sizes or location. Once the comprehensive utility map is complete the underground team will meet with the City staff to review specific areas of concern such as undersized mains, needs for communication conduits (if any) and problem drainage areas that can all be worked into the preliminary design drawings.

As the utility design progresses they will review the preliminary drainage report developed by the surface team to aid in determining the preliminary routing of the drainage flows and preliminary locations for drop inlets and routing of drainage piping. The remaining underground utility replacements will also be laid out as a concept plan. This concept plan will be reviewed with the various utilities impacted (NVEnergy, SWG, Carson City, ATT, etc) to make sure there are no fatal flaws prior to moving forward with the design. During this fatal flaw analysis the utilities will also be asked to provide information on sizing, the need for additional capacity or conduits.



Specific to NVEnergy, the design team will need to develop information on power requirements for lights, and other features along the project corridor along with the existing power services to be able to coordinate with NVEnergy early in the process in terms of new power services or relocation of NVEnergy facilities. If NVEnergy facilities are to be relocated the submittal of information, design agreement, and deposit with NVEnergy early will be important as their process can be lengthy and they will not proceed on design of their facilities until a deposit is obtained. PK Electrical will design all electrical improvements under a separate scope of work.

The utility concept plan will be compared against the roadway preliminary plans to review potential fatal flaws with the new surface improvements (ie a new manhole located within the new curb or wheel path).

Once the utility concept plan has been reviewed with the various utilities and any necessary modifications made, a final potholing plan will be developed to verify the location and depth of existing utilities at critical crossing locations to aid in the design so that utility relocations can be taken into account as part of the budgeting process.

Additionally, during this task of the design the team will also work with the utilities to determine how each business is fed by their utilities. For most, if not all, of the businesses and properties within the project corridor the interruption of utility service (power, water, sewer, communications, etc.) will be something that can be tolerated if minimal but will be unacceptable for long durations. With the service locations in hand and the conceptual utility plan developed the team will begin working on the methods to ensure utility service is maintain to the highest level possible during the construction activities.

The 30% drawings will be prepared on standard engineering 24" x 36" format sheets and at a standard engineering scale. We assume that agency comments will be provided for inclusion with each subsequent plan level submittal. Reproduction expenses will be billed under the reimbursable task.

Coordination between disciplines such as survey, landscape architect, surface design team and subs on the 30% Design is also included in this task.

Task 16 – 60% Design

In addition to further development of the utility design, utility impacts, and the more developed staging of the utility construction will be important to understand at the 60% stage so that we can develop realistic cost and staging plans.

Also the design team will continue developing methods of maintaining utility service within the project corridor during construction.



The 60% design would include the following elements and would better define the work to be completed.

- 1) Location Sketch, General Notes, Legends
- 2) Develop drainage pipe design to identify potential utility conflicts
- 3) Continue developing plan and profile designs for utilities.
- 4) Continue coordination with utility companies on conflicts and further develop relocation strategies
- 5) Coordinate design for the power supply and relocation of power for street lighting accent lighting, irrigation and signals.
- 6) Cost estimate
- 7) Draft specifications

The 60% utility plans would also be sent to the City for review and comment. The 60% drawings will be prepared on standard engineering 24" x 36" format sheets and at a standard engineering scale. We assume that agency comments will be provided for inclusion with each subsequent plan level submittal. Reproduction expenses will be billed under the reimbursable task.

Task 17 – 90% Design

At the 90% stage of the project, we would be refining details and developing specifications for materials. We would also incorporate any of the business requirements and other public input into the plan set. Our engineers would work collaboratively with the City to develop a best value set of documents. The documents would include:

- 1) Location Sketch, General Notes, Legends
- 2) Develop final drainage plan and profiles and details
- 3) Develop final utility relocation plans, any agreements for payment as may be necessary
- 4) Utility Specifications will include service line requirements, allowable interruptions to service and requirements for service during construction
- 5) Construction staging and phasing
- 6) Specifications
- 7) Estimate

This task will include permit submittals to NDEP, Carson City, and other utilities for review and comment.

The 90% utility plans would also be sent to the City for review and comment. The 90% drawings will be prepared on standard engineering 24" x 36" format sheets and at a standard engineering scale. We assume that agency comments will be provided for inclusion with each subsequent plan level submittal. Reproduction expenses will be billed under the reimbursable task.

Project Scope - Time and Material Tasks

Task 21 – On-Call Services

Lumos and Associates will be available to complete additional work and/or attend project meetings not otherwise specified in this scope of services and as requested by the client. Lumos shall receive written authorization from the client prior to commencing any work under this task. Work performed under this task will be billed on a time and materials basis in accordance with our current fee schedule.

Task 22 – Reimbursables

Any fees or other associated project costs incurred by Lumos and Associates to obtain copies of previous plans or reports, additional mapping, permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 15%. Additional production of plans and specifications as requested by the client will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Design includes Curry Street from the north side of Robinson St. to the south side of Musser Street along with utility main connections to side streets from Curry Street.
- Design includes Carson Street from the north side of Williams St. to the south side of 5th Street along with utility main connections to the side streets. Utility connections to the side streets will be designed to extend past the major surface improvements along Carson Street so that future tie in can be made without tearing up the new Carson Street surface improvements. Design also includes utility replacements on 3rd Street between Carson Street and Curry Street.
- Utility design includes water, sewer, storm drain, and conduits for communications that may be requested by the City.
- The design of primary electrical facilities, gas, cable, television, or other 'dry' utilities are not included and are assumed to be the responsibility of the utility to design.
- Potholing Costs Not Included
- System Modeling Not Included
- Utility fees not included
- Permit fees not included

EXHIBIT A

Design Workshop, Inc.
Landscape Architecture
Land Planning
Urban Design
Strategic Services

January 19, 2015

Mr. Michael D. Bennett, P.E., WRS
800 E. College Parkway
Carson City, NV 89706

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES CARSON CITY DOWNTOWN

SCOPE OF WORK

TASK 3 – PROJECT INITIATION/ 30% DESIGN

The following provides an overview of what we envision for the public outreach and coordination with the City, stakeholders and the design team. From the initial project kick off meeting through 30 % conceptual design we anticipate hosting two public meetings where the ideas and thoughts of the community will be discussed, explored and design ideas presented. Our work will be illustrative in nature using digital information for base maps yet using hand sketches, photographs and images to reflect the design concepts for the streetscape. We will be working with the design team to identify issues and conflicts that we may encounter as the design evolves. The following provides detailed tasks associated with 30% design.

Task 3.1 – Prepare Public Involvement Plan

Design Workshop will prepare a strategy for public outreach for the project. The purpose of the Public Involvement Plan (PIP) is to provide an internal working document that outlines the methods for collecting public input and ideas related to the Carson City Improvement project. The PIP will include the following sections

1. Public Meetings
2. Individual Stakeholder Meetings

Task 3.2 – Stakeholder Meetings

Design Workshop will participate in up to ten (10) stakeholder meetings that will be organized and facilitated by Lumos. The following are a few of the stakeholders we anticipate meeting.

- Chamber of Commerce
- Historical Society
- Business Organizations
- State Grounds Keepers?

Task 3.3 – Attend Project Team Meetings

Design Workshop will participate in project team meetings that will be organized and facilitated by Lumos. We have estimated 30 meetings over the course of an 12 month process.

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www.designworkshop.com

Task 3.4 – Prepare for Public Work Sessions

This includes developing the structure of each meeting, preparing the agenda, handouts, questionnaires and public notification for the meeting and making the necessary arrangements for the facility. Actual materials for each meeting such as PowerPoint presentations, image boards and site specific information is included in each of the specific public meetings described below.

Task 3.5 – Attend and Facilitate Public Meetings

We will facilitate two meetings to engage the community in developing design alternatives for the streetscape. The following is our idea of when these will occur.

1. Meeting #1- During the early stages of the process- focused on theming. A combination of Open House and Key Pad polling will be used.
2. Meeting #2- Nearing 30% Design and focused on materials, site furnishings, landscaping and wayfinding that support the preferred theme. A combination of Open House and small working groups will be used.
3. Two Board of Supervisors presentations

Task 3.6- Site Visit/ Photo Library

We will conduct a site visit to photograph the site, review existing conditions, and analyze areas where future improvements are anticipated. This information will be formulated into an existing conditions/ site analysis diagram for use during public workshops. Photographs will be keyed into the drawings and will be available for use throughout the design process.

Task 3.7- Street Tree Assessment

David Kelley will lead the efforts in reviewing trees within the project area that will be removed as part of the road improvements or will remain in place. This assessment will be visual in nature made from the ground level observations.

- For trees that will be removed, we will determine the potential for transplanting based on vigor, structure, root plate and obvious defects or diseases and assess if they are good candidates to consider transplanting.
- For trees that remain, a similar assessment will occur, a determination on if any of the trees should be removed, and for the ones to remain and suggestions for improving pruning and maintenance.

Task 3.8- Site Analysis/ Opportunities and Constraints

A Site Analysis map will be prepared that summarizes our findings regarding the physical existing conditions and environmental aspects (wind, shade, views). In addition, an opportunities and constraints map will identify potential community improvements such as public spaces, connections to neighborhoods, etc. as well as constraints that may limit opportunities. These will be discussed at the first public work session.

Task 3.9- Preliminary Streetscape Plans/ Theming

Based on meetings with key stakeholders where discussions about what makes Carson City unique and potential “theming” and review of historical information provided by the City, we will prepare up to three themes for the project area. These will be conceptual in nature focusing on the type and location of public spaces and connections and how the existing building structures character inspire the various themes. This

EXHIBIT A

information will be presented at the first public meeting and based on the community input, a preferred theme will be prepared. The theme will help to inform the type of materials and furnishings to be used for the street furnishings.

Task 3.10- Preliminary Circulation/ Way finding diagrams

Using the existing wayfinding signage style, we will prepare a framework map suggesting way finding throughout the project area. This will be for both for those traveling in vehicles and for the pedestrians. This framework plan will be presented at the second public meeting where will get feedback from the attendees regarding important community resources to identify and provide way finding to them. This will be done in small working groups during the second public meeting and finalized as part of completed 30% design package.

Task 3.11- Public Space and Arts Program Master Plan

As part of the overall arts program, we will prepare a Public Space and Arts Program master plan. The focus of this plan will be to understand and illustrate the connectivity of the public spaces and events areas and identify potential locations for public art to reinforce the spaces. This will be conceptual in nature focusing on the type and location of public spaces and connections rather than the actual design. This will allow the City to implement the master plan over time as funding becomes available.

Task 3.12- Typical Cross Sections/ Perspectives

To support the proposed streetscape concepts we will also prepare up to eight typical cross sections/ perspectives illustrating existing conditions and improved conditions based on the modified road section and public spaces. These will focus on the vertical and horizontal separation from the road and identify the type of improvements that may occur such as seat walls, planters, etc. We will work with the design team and the City to determine the best locations to illustrate. This information will be presented at the second public meeting.

Task 3.13- Site Furnishings and Materials Image Boards

Based on discussions from the first public workshop, we will prepare up to eight image boards that capture various site furnishings that are anticipated for the project including benches, streetlights, planters, trash receptacles, materials, etc that support the preferred theme. These will be used at the second public meeting as part of an exercise engaging the public in selecting what they feel is the appropriate materials and furnishings.

TASK 4- 60%Design

At this point in the design process we focus will be to develop a preferred design for the streetscape including materials, site furnishings and wayfinding elements. Our drawings will be a combination of digital and hand graphics with the understanding that we are moving toward construction documents. Close coordination with the design team will occur. The following provides detailed tasks associated with 60% design.

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Task C4.1- Preliminary Layout/ Materials Plan

Based on ideas from the public and direction from the City, the streetscape design will be refined to a level that clearly identifies location of site improvements. This will clearly identify the various key components to the design such as paving materials, walls, site furnishing, planters, etc.

Task 4.2- Preliminary Grading Plans

A preliminary grading plan will be provided for the project site. This will be used to establish the elevations for various site amenities, coordinate grading and drainage at entrances to existing structures, suggested locations for area drains and rain gardens, wall heights (if proposed) and other landscape feature that may affect the grading of the pedestrian areas and public plazas. This information is intended for design team and City coordination only and will not be presented at public meetings. This information will be refined at the next level and will become part of the civil engineering grading plans.

Task 4.3- Preliminary Planting Plans

A landscape plan that identifies the location of trees, shrub massing, groundcover and planters will be prepared and discussed at the public workshop. A plant list will be provided along with photograph boards of the type of plant material being proposed.

Task 4.4- Landscape Soils Recommendations/ Specifications

David Kelley will be responsible for examination of soil and sub-soil conditions, involving visual examination field assessment of depth, structure, texture, horizon constraints, and nutritional status, will be undertaken in conjunction with Parts I and II above. Fieldwork will require some hand auguring or backhoe excavation (if possible). Soil samples can be archived in anticipation of future need for analysis. Observations will be primarily visual in nature, and a determination will be made of the need for lab analysis. A set of specifications for import soils will be developed based on results of the field assessment

Task 4.5- Preliminary Irrigation Plans

The purpose of the preliminary irrigation plans is to determine where mainlines, water connections and controller information will be located. This information is intended for design team and City for coordination.

Task 4.6- Outline Specifications

The purpose of the outline specifications is to identify the materials and construction methods anticipated for the project. This information is intended for design team and City for coordination and will assist with preliminary pricing.

Task 4.7- Preliminary Construction Details

Preliminary details for the various site improvements and street furnishings will be assembled using previous details or developing new concept details. We anticipate approximately 40-50 details to address things such as paving and joints, walls, stairs, street furnishings and other unique elements that are developed through public outreach.

Task 4.8- Preliminary Cost Estimate

A preliminary cost estimate will be provided at this stage. This will estimated give unit quantities for the streetscape improvements and preliminary costs associated with each item. This information is intended for design team and City for coordination.

TASK 5- 90% Design

At the 90% level of documents, the efforts will be to move our work into full construction documents. The following provides detailed tasks associated with 90 % design.

Task 5.1- Project Management

This includes the time necessary to coordinate our information with the project team and internally for this task.

Task 5.2 – Design Development Drawings

With design approval of the 60% design documents, we will begin finalizing our design into construction document format. This includes preparing the base maps, coordination of title information, sheet names and numbers and coordination between the design team documents.

- Site layout plans
- Site materials plans
- Site planting plans
- Site irrigation plans
- Details (paving, walls, benches, drinking fountains, signage, bike racks, fencing,, planting, irrigation, entry monuments,)

Task 5.3- Draft Specifications

Appropriate specifications for elements associated with landscape construction plans will be provided to Lumos in the format required by the City.

TASK 6- FINAL CONSTRUCTION DOCUMENTS

With a thorough review of our documents internally, by the design team and by the City, we will make the necessary changes to our documents to reflect the comments. We anticipate changes to be moderate at this point and any major changes to the design are not anticipated. The following provides detailed tasks associated with 100% design.

Task 6.1- Project Management

This includes the time necessary to coordinate our information with the project team and internally for this task.

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Task 6.2- Construction Document Drawings

Based on review of 90% drawings by the City and design team we will revise the following drawings to 100% complete.

- Site layout plans
- Site materials plans
- Site planting plans
- Site irrigation plan
- Details (paving, walls, benches, drinking fountains, signage, bike racks, fencing,, planting, irrigation, entry monuments,)

Task 6.3- Final Specifications

Final Specifications will be provided based on comments.

Task 6.4- Final Cost Estimate

An updated cost estimate will be provided that reflect 100% drawings.



CARSON, CURRY AND THIRD STREET
IMPROVEMENTS
PUBLIC OUTREACH CONSULTING

Prepared for: Michael D. Bennett, P.E., W.R.S

Lumos & Associates
800 East College Parkway
Carson City, Nevada 89706

Prepared by: Tierra Bonaldi, Principal

The Impetus Agency
661 Sierra Rose Drive
Reno, Nevada 89511

January 15, 2015

Dear Mr. Bennett,

On behalf of all of us at the Impetus Agency, we enthusiastically embrace the opportunity to provide public information outreach and marketing consulting services around the improvement projects to Carson, Curry and Third Streets.

The following Scope of Work is proposed to be completed on an “on-call”, Time & Materials basis. The Scope of Work includes services that are known to be included with this initial contract, but other services may be requested until the recommended budget is expended.

SCOPE OF WORK

Project Overview

Lumos & Associates has been selected by Carson City as the design firm for commercial corridor improvements including downtown Carson Street, North Carson Street, South Carson Street, Curry Street, and East William Street. Lumos is seeking consulting assistance to provide a public outreach program to solicit input from key stakeholders and the community at large on various design aspects and keep them informed of progress on the design and to help build consensus and rally support and pride.

Public Information Consulting

In support of the City and Lumos' goals, The Impetus Agency will provide highly qualified staff on a Time & Materials basis to keep the public informed of the projects' progress, seek input and help foster engagement and community pride surrounding the improvements.

On-Call Services will include, but not be limited to:

• **Media Relations**

The Impetus Agency staff will work with the press to regularly inform the public on a timely basis utilizing tactics including but not limited to:

- Drafting and Distributing Press Releases
- Holding Press Conferences
- Conducting Media Tours
- Drafting Individual News Stories and Pitches to Specific Media
- Scheduling Interviews
- Shooting and Delivering Hi-Definition Photos and Videos to News Stations

• **Social Media**

The Impetus Agency staff will harness the power of social media to disseminate real-time progress and updates utilizing tactics including but not limited to:

- Listening to feedback and monitoring the conversation on social platforms such as Facebook, Twitter and forums
- Posting project updates
- Engaging in conversations
- Creating relevant content
- Developing contests and other engagement drivers

- **Community Relations**

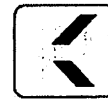
The Impetus Agency staff will participate in one-one-one and small stakeholder meetings, plan, promote and help host periodic public meetings where residents can hear and see design plans and voice opinions and concerns. The Impetus Agency staff will also recommend community events in which to participate and share project design information.

- **Public Awareness Campaign**

The Impetus Agency staff will develop and launch a dedicated campaign to serve as the project's outreach foundation, engage residents, facilitate community unification, celebrate Carson City life and culture, highlight project successes and inspire private business upgrades and improvements.

- **Advertising and Marketing Materials Consulting**

The Impetus Agency staff will provide input and recommendations on any advertising, graphic design, website design and management, digital communications, marketing materials and promotional items associated with the project's public outreach.



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January 15, 2015 (Revised January 16, 2015)

Mr. Michael Bennett, P.E.
Lumos and Associates
800 E. College Parkway
Carson City, NV 89706

Reference: Carson City Downtown Streetscape

Dear Mike:

Thank you for the opportunity to propose to you for electrical engineering services for the above referenced project.

The project is to re-define the Carson Street corridor from William Street south to 5th Street as an urban complete street with wider sidewalks, landscaping, etc. The project also includes creating the 3rd Street Plaza and updating Curry Street from Musser to Robinson.

The electrical design scope of work will include new street lighting, relocating and/or removing the existing street lighting, electrical service points, and coordination with NV Energy for any electrical utility relocations and new service requirements. We will provide photometric calculations and electrical load and voltage drop calculations.

For the 30% design submission, we will provide a narrative of proposed system changes with associated costs. We anticipate meeting with the City early in the 30% design phase to review lighting standards.

Electrical design drawings will be provided at the 60%, 90%, and final levels.

Our participation in the public outreach and Board of Supervisor meetings will not be required. We will participate in design team meetings.

Bid and Construction Phases services are not included in our scope or fee, but may be added as needed.