



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: September 6, 2018

Staff Contact: Carol Akers and Tom Grundy

Agenda Title: For Possible Action: To approve Contract No. 1819-099 with Kimley-Horn to provide design of a roundabout at North Stewart Street for the South Carson Street Complete Street Project, in an amount not to exceed \$114,071.00 to be funded from the Infrastructure Tax Fund. (Carol Akers; CAkers@carson.org, Tom Grundy; TGrundy@carson.org)

Staff Summary: This contract is to provide roundabout design for a roundabout at North Stewart Street for the South Carson Street Complete Street Project. The scope of services includes analysis of traffic volumes and intersection operations, evaluation of flashing pedestrian beacons, attendance at one public meeting, attendance at two stakeholder meetings and plans and specifications for the roundabout to be located at North Stewart Street.

Agenda Action: Formal Action/Motion

Time Requested: Consent

Proposed Motion

I move to approve Contract No. 1819-099 with Kimley-Horn to provide design of a roundabout at North Stewart Street for the South Carson Street Complete Street Project, in an amount not to exceed \$114,071.00 to be funded from the Infrastructure Tax Fund.

Board's Strategic Goal

Efficient Government

Previous Action

Background/Issues & Analysis

Kimley-Horn was selected from the 2018-SOQ list for traffic engineering projects, as the most qualified for this project.

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.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Infrastructure Tax Fund/257-0615-465.70-40

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the construction account in the Infrastructure Tax Fund will be reduced by \$114,071.00.

Alternatives

Not award contract and provide other direction.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-099

Title: Roundabout Design Services for South Carson Street Project

THIS CONTRACT made and entered into this _____ day of _____, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Kimley-Horn, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 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. 1819-099** (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	_____
GL expires	_____
AL expires	_____
PL 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, it 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 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

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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 of this statute 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
- (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:

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- (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 NRS 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 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 NRS 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 NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any

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failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

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 September 14, 2018 subject to Carson City Board of Supervisors' approval (anticipated to be September 6, 2018) to December 31, 2019, 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 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.

4.2 Notice to **CONSULTANT** shall be addressed to:

Michael Colety, Senior Vice President
Kimley-Horn
6671 Las Vegas Boulevard South Suite 320

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Las Vegas, NV 89119

(702) 862-3600

email: Michael.Colety@kimley-horn.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@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 Hundred Fourteen Thousand Seventy One Dollars and 00/100 (\$114,071.00), 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 later 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 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:

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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 it 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 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

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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** (Winding Up Affairs Upon Termination) 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 **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

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:**

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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 NRS 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 NRS 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.

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

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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** 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):*

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-099

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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 later 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 certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

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 **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required 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 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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 under federal and Nevada law 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, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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requirements set forth herein. 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 **CONTRACTOR**.

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 Underlying 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 **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

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 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

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13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

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

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of 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 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

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 later 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 NRS 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:

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

20. PUBLIC RECORDS:

Pursuant to; NRS 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 NRS 332.061, provided that **CONSULTANT** thereby agrees

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Roundabout Design Services for South Carson Street Project

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 grant funds are used for payment of all or part of this Contract:*

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

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and 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).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-099

Title: Roundabout Design Services for South Carson Street Project

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.

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. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 1819-099
Title: Roundabout Design Services for South Carson Street Project

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:

CITY

Finance Department
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

By: _____
Sheri Russell, Chief Financial Officer

Dated _____

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 _____

CITY'S ORIGINATING DEPARTMENT
CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

By: _____

Dated _____

Account: 257-0615-465.70-40
Project # 031801

PROJECT CONTACT PERSON:

Tom Grundy, Project Manager
Telephone: 775-283-7081

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-099

Title: Roundabout Design Services for South Carson Street Project

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 Colety

TITLE: Senior Vice President

FIRM: Kimley-Horn

CARSON CITY BUSINESS LICENSE #: 18-00030435

Address: 6671 Las Vegas Boulevard South Suite 320

City: Las Vegas **State:** NV **Zip Code:** 89119

Telephone: (702) 862-3600

E-mail Address: Michael.Colety@kimley-horn.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)**ss**

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 1819-099

Title: Roundabout Design Services for South Carson Street Project
CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 6, 2018 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-099**. 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 6th day of September 2018.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 6th day of September 2018.

SAMPLE INVOICE

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 1819-099
Title: Roundabout Design Services for South Carson Street Project

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

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



South Carson Street and Stewart Street Roundabout Scope of Work

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "CONSULTANT") is pleased to submit this Scope of Work to Carson City ("CITY") to provide professional engineering services for the design of a roundabout at South Carson Street and Stewart Street. The roundabout design completed by the CONSULTANT will be an intersection improvement incorporated into a complete streets design project along the South Carson Street Corridor which is being designed by the CITY. Our project understanding and scope of services for the roundabout design, are detailed below.

UNDERSTANDING AND ASSUMPTIONS

- CONSULTANT understands that CITY staff will design the overall Carson Street corridor.
- The roundabout construction documents are a subset of a larger, complete bid package that will be prepared by the CITY. CONSULTANT will provide roundabout plans and technical specifications for CITY to incorporate into the complete bid package.
- CITY will provide CONSULTANT with horizontal and vertical design information that is sufficient for CONSULTANT to tie proposed roundabout improvements into CITY's overall design.
- Construction staging plans and traffic control plans are not required. It is assumed the contractor will prepare and submit construction staging plans and traffic control plans for approval.
- CONSULTANT understands the CITY is obtaining and providing survey to the CONSULTANT that will consist of aerial photogrammetry and supplemental field shots. The information provided shall consist of horizontal and vertical control with a basis of bearing and a vertical datum. The CITY will provide the alignment and stationing for South Carson Street that will be used for design of the overall project. The City will provide a Digital Terrain Model (DTM) and AutoCAD files to the CONSULTANT. The Supplemental field measurements will include information to locate general as-built physical features such as: edge of pavement; lip of curb; top back of curb; back of sidewalks including angle points and curved locations; traffic striping; signage; fencing or walls with top of wall and footing elevations; landscape areas; large trees and large shrubs; drop inlets, manhole rims and cleanouts (underground inverts, flow lines and pipe sizes are required); fire-hydrants and other above ground water related appurtenances; power and utility poles; street/area lighting; vaults, transformers and meters along with other surface evidence of underground utilities; structures with finish floor elevations; major landscaping features; swales, berms, channels and other significant natural ground features.
- The CITY is obtaining and providing traffic counts to the CONSULTANT. The traffic counts will include peak hour turning movement counts for the intersection of South Carson Street and Stewart Street along with road tube counts for intersection approaches. Design year traffic volumes will also be provided by the CITY.



- Landscape architecture along the Carson Street corridor and at the roundabout will be completed by a landscape architect hired by the CITY. The CONSULTANT will coordinate with the landscape architect by providing base drawings for the roundabout roadway design to the landscape architect. The CONSULTANT will incorporate appropriate landscape design elements into the final roundabout design drawings such as sleeves for irrigation or electric power. The CONSULTANT will review the landscape plans to determine any conflicts with the roundabout roadway plans.
- Lighting along the Carson Street corridor and at the roundabout will be completed by an electrical engineer hired by the CITY. The CONSULTANT will coordinate with the electrical engineer by providing base drawings for the roundabout roadway design to the electrical engineer. The CONSULTANT will review the lighting plans to determine any conflicts with the roundabout roadway plans.
- Geotechnical Services will be contracted directly by the CITY. The CONSULTANT expects to receive a minimum of six pavement cores within the proposed roundabout project limits, three of which include subgrade bulk samples with R-Values, moisture content, Atterberg limits, and sieve analysis. The CONSULTANT will provide the CITY with the locations of cores/bulks.
- The CONSULTANT assumes a single asphalt pavement section will be utilized for the roundabout, and a pavement design report will not be required.
- CONSULTANT assumes the CITY will coordinate with the utility providers in the area and provide to the CONSULTANT the utility information required for design of the roundabout. The CONSULTANT will meet with utility providers as needed and in conjunction with other scheduled meetings with the CITY as described in Task 1.
- The method of project delivery for the South Carson Street Corridor and the roundabout will be the Construction Manager at Risk (CMAR) method. The CITY anticipates having a contractor under contract such that the contractor will be part of the 30/60/90/100% project reviews.
- The CONSULTANT will prepare the roundabout plans in AutoCAD and will be compatible with AutoCAD 14.
- The CITY will prepare the overall specifications documents including front end documents and special provisions. The CONSULTANT will provide to the CITY the technical specification elements associated with the roundabout design for inclusion in the overall document.

INTRODUCTION TO SCOPE OF WORK

The design services are broken into three Phases. Phase 1 includes design year traffic, intersection operations, and concept level layouts and geometric refinements. Phase 2 focuses on the optimization of the roundabout and geometric approval. Phase 3 includes the roundabout design through preparation of construction bid documents. In general, this scope of work accomplishes the following:



Phase 1: (15% Design)

- Roundabout operations to determine number of approach, circulating, and departure lanes.
- Evaluation of Rectangular Rapid Flashing Beacons (RRFB) on multi-lane approach and departures.
- Development and refinement of concept layouts.
- Selection of preferred roundabout.

Phase 2: (30% Design)

- Geometric optimization (horizontal alignment) of roundabout.
- Design check calculations of roundabout fastest path, design vehicle, and sight lines.
- Pavement markings.
- Geometric vertical design of roundabout (contour grading).

Phase 3: (60%, 90%, 100% Final)

- Preparation of plans relating to roundabout design principles and guidance.
- QA/QC review.

CONSULTANT assumes that the following design guidance and software will be applicable for the roundabout design services:

- NCHRP Report 672: Roundabouts: An Informational Guide, Second Edition.
- Highway Capacity Manual (HCM) Edition 6.
- Sidra Intersection (roundabout capacity software).
- Standard Specifications for Public Works Construction (Orange Book)
- Standard Details for Public Works Construction

The following scope was developed to provide a progressive set of project documents that are based on the experience in the development of roundabouts from concept refinement through construction documents.

PROJECT SCOPE

Task 1- General

Task 1.1: Project Coordination/Project Meetings

- Prepare for and participate in project kickoff meeting with CITY staff.
- Provide general consultation and coordinate project-related items to complete the scope of work. Such coordination may include coordination related to items being completed by the CITY.
- Prepare for and participate in weekly phone/Skype meetings with CITY to discuss progress and status of action items.
- Prepare for and participate in monthly in-person project design meetings with the CITY and/or other project designers. Up to six meetings are anticipated.

Task 1.2: Contracting and Accounting

The CONSULTANT will prepare and maintain project costs and budget controls, review and process time expended and project expenditures, prepare monthly invoices, prepare monthly progress reports, and perform other administrative tasks such as copying, filing, and mailing.



Task 1.3: Quality Assurance / Quality Control (QA/QC) Review

The CONSULTANT will perform internal QA/QC activities on the roundabout design including project methodology, review of project deliverables, and perform checks of engineering calculations and opinions of probable costs.

The following deliverables are assumed for this task:

- Meeting agendas and summaries in PDF or email format

Task 2 - Roundabout Design (Phase 1) 15% Design

Task 2.1: Planning Analysis for Design Year Scenarios

CONSULTANT will complete a planning analysis for the design year based on traffic counts, obtained by the CITY and provided to the CONSULTANT.

Task 2.2: Roundabout Operations

Roundabout traffic operations at the study intersection will be evaluated based on the design year traffic scenarios completed in Task 2.1. Roundabout operations will be evaluated using peak hour movements to confirm the appropriate number of approach, circulatory, and departure lanes through the design life of the roundabout. The roundabout capacity and operations analysis will be conducted using Sidra Intersection 7 software and the HCM 6 capacity model.

The following items are included in this task:

- Perform peak hour intersection Level of Service (LOS) and queuing analysis for roundabout control during existing and future peak hour design year scenarios. The peak hour average control delay, LOS, volume to capacity ratio (v/c), and 95th percentile queue length for each approach by movement will be reported. Queue estimates will be examined relative to available storage lengths to nearby driveways and adjacent intersections.
- Conduct variable runs to test the sensitivity of the roundabout to changes in geometric and traffic flow conditions.

Evaluate the operations of a RRFB on road legs where pedestrians may cross two or more lanes of traffic without refuge. The evaluation will estimate the number of queued vehicles when the beacon is activated during the peak hour. The result of the evaluation will inform the placement of the beacons and the distance between the crosswalks and the circulatory roadway of the roundabout.

Task 2.3: Concept Roundabout Layouts

The primary purpose of this task will be to establish the design year footprint of the roundabout. The conceptual design phase provides a cost-effective framework to evaluate approach and departure alignment alternatives, including channelization of approach, circulatory, and departure lanes, with respect to known project constraints, design vehicles, right-of-way, local access, and utilities. Roundabout design will be in conformance with principles described in NCHRP Report 672.

The roundabout conceptual layouts will be refined using project CADD files. It is assumed base mapping such as aerial images, topographic mapping, proposed site improvements, etc. will be provided by the CITY. Colored, 2D concept renderings will depict critical roundabout features



and geometric design elements based on the initial roundabout operations prepared under Task 2.2. The layouts will include colored pavement markings consistent with the MUTCD edition in effect when a formal Notice to Proceed (NTP) is received. In addition, the layouts will include color coded areas identifying landscape opportunities and potential sight line constraints based on estimated sight lines. Project constraints and right-of-way will be identified. Key features evaluated during this phase typically include:

- Size and location of roundabout relative to right-of-way and geometric constraints.
- Number of approach, departure, and circulatory lanes.
- Channelization and striping strategies for circulating lanes and design vehicle accommodation.
- Alignment of approaches and departures.
- Design speed, design vehicle, and sight line considerations (*Calculations will not be conducted at this phase of concept refinement. Design check calculations will be completed with preliminary engineering.*)
- Local access impacts and circulation.
- Travel paths for bicyclists and pedestrians.
- Continuity for pedestrian travel.
- Estimated limits of the intersection based on roundabout geometric features and roundabout design influence areas.

Up to two concepts will be considered. This may include alternative means to achieve target safety performance measures, pedestrian and vehicle site circulation, right-of-way impacts, utility avoidance, storm water treatment, environmental avoidance/mitigation areas. In some cases, there could be a hybrid of various features that help explore the range of options and tradeoffs for each concept. Options and trade-offs typically include variations on the roundabout inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry.

It is assumed that constraints at the roundabout location will be identified by the CONSULTANT and confirmed by the CITY prior to development of the preferred concept. After review of the two concepts by the CITY, a preferred concept will be identified and selected for design.

The following deliverables are assumed for this task:

- Draft alternative roundabout concepts (up to two) in pdf and AutoCAD format

Task 3 - Roundabout Design (Phase 2) 30% Design

Task 3.1: Geometric Approval of Roundabouts (Horizontal)

CONSULTANT will prepare preliminary engineering drawings (30% design level) and roundabout design and check calculations to obtain geometric approval for the preferred roundabout concept developed under Task 2. Preliminary engineering plans for the roundabout are assumed to extend to the point where the roundabout conforms with existing Stewart Street infrastructure and the proposed South Carson Street typical section.

Design checks specific to vehicles navigating roundabout intersection will be calculated and documented. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated vehicle speeds, design vehicles, and sight lines. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5.
- Swept path and tire tracking for design vehicles (assume up to two design vehicles).
- Intersection sight distance (Assume $t_c=5.0$ seconds).



- Intersection angle of visibility.
- Stopping sight distance.
- Path overlap estimation for multi-lane entries and departures.

Horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions will be established. Typical sections of each leg, including the roundabout circulatory roadway and central island will be included.

The following deliverables are assumed for this task:

- Draft roundabout design checks technical memorandum in Adobe PDF format.
- One round of revisions and response to consolidated comments on technical memorandum.
- Final roundabout layout and design checks for geometric approval.

Task 3.2: Preliminary Roundabout Vertical Design

Based on the approved horizontal geometry of the roundabout, centerline and curb profiles will be generated for the roundabout to a level sufficient to identify estimated grading of the roadway finished surface and to identify drainage patterns. A preliminary contour plan of the finished surface of the roundabout will be prepared as a design check for drainage, right-of-way, sight line, and driver comfort.

The following deliverables are assumed for this task:

- Roundabout contour plan in pdf and AutoCAD format.

Task 4 - Roundabout Design (Phase 3) 60%, 90%, and 100% Design

Task 4.1, 4.2, 4.3, and 4.4 Construction Documents

The CONSULTANT will prepare plans, an engineer's opinion of probable construction cost, and technical specifications (PS&E). CONSULTANT assumed the plans will consist of the following roundabout plan sheets and documents:

<u>Plan Sheet Description – For Roundabout</u>	<u>Estimated Number of Plan Sheets</u>
Typical Sections	2
Demolition Plans	2
Layout/Grading Plans	4
Storm Drain Plan and Profile and Details	4
Civil Details	3
Striping and Signing Plans	2
Project Technical Specifications	-
Engineers Opinion of Probable Construction Cost (OPCC)	-

The CONSULTANT assumes the following construction documents will be prepared by the CITY or others.

Construction Documents Prepared by Others
Title Sheet
General Notes
Key Map and Survey Control
Horizontal Control
Erosion Control/BMP/SWPPP
Lighting Plans
Planting Plans and Details
Irrigation Plans and Details
Project Specifications/Special Provisions (Overall)
OPCC (Overall)

The CONSULTANT will coordinate with the CITY for design and incorporation of the roundabout documents into the overall project construction documents prepared by the CITY.

Plans will be developed at a scale of 1" = 40'. For clarity, details may be drawn at a larger scale.

The CONSULTANT will prepare the plans using AutoCad Civil 3D 2014 software and will follow the CITY CADD Drafting Standards, Revision 9-27-2017.

The CONSULTANT will prepare PS&E for 30%, 60%, 90% 100% final submittals. The CONSULTANT assumes the CITY and CMAR contractor will review the PS&E submittal at each stage and a single consolidated set of comments will be provided by the CITY.

The CONSULTANT will attend and participate in a comment review and resolution meeting with the CITY and contractor after the review of each milestone submittal.

Task 4.5 Construction Support

The CONSULTANT will respond to up to ten (10) Requests for Information (RFIs) during the construction of the roundabout. Additional construction support services such as submittal review, preparation of addenda, and construction management services are not included in this scope of services. CONSULTANT will provide CITY with a separate scope and fee for these services if desired.

The following deliverables are assumed for this task:

- Plans for 30%, 60%, 90%, and 100% final PDF submittals. The 100% final plans will be wet stamped, signed, scanned and then flattened to preserve the seal and signature.
- Technical Specifications for items related to the roundabout construction for 30%, 60%, 90%, and 100% final PDF submittals.
OPCC for items related to the roundabout construction for 30%, 60%, 90%, and 100% final PDF submittals.

Task 5 - Drainage Design

Task 5.1 – Flood Study

The effective FEMA flood mapping is based on the Southwest Carson CITY Flood Study previously completed by CONSULTANT for Carson CITY. This study includes EPA SWMM5 and FLO-2D version 2009 for the hydrologic and hydraulic models, respectively. The models



from this study will be executed and the results compared to the FEMA FIS and FIRM to create a Duplicate Effective model, which is required by FEMA.

An Existing Conditions model will be created by using FEMA-approved hydraulic software such as HEC-RAS. Peak flows and boundary conditions will be taken from the effective FEMA models. Topographic data of the project area will be used to create the Existing Conditions model and may include as-built plans of adjacent projects and field survey of the project area. Other model parameters will be reviewed to make sure they accurately represent existing conditions within the project area. The updated flood study model will provide more accurate peak flow rates and flood elevations along Carson Street.

CONSULTANT will update the Existing Conditions hydraulic model to represent the proposed roadway improvements. It is assumed that a portion of the floodplain will be filled by the proposed improvements. The proposed drainage system will be sized to not cause any existing buildings or structures to be impacted by the estimated 100-year flood elevations.

CONSULTANT will prepare a tabular summary and figures of the existing and proposed conditions model results. This information will be presented to Carson CITY to get their general comments and approval before moving forward with Final Design. A final proposed conditions model will be prepared and reviewed to ensure all the CITY's requirements are met.

The Flood Study Report will be prepared that summarizes the methodology used and results of the analysis. The report will include a detailed description of the hydrologic and hydraulic methodologies used in the study, the parameters modified for the models, and a summary of the results. The report will also include:

- Digital copies of the revised models (Duplicate Effective, Existing Conditions, and Proposed Conditions) for the 100- and 500-year storms
- Summary tables of model results
- Roadway Improvement Plans
- Figures showing the proposed floodplain revisions

Task 5.2 – FEMA LOMR Application and Submittal (Post Construction)

After construction is completed, an as-built survey should be performed by others. This as-built data will be used to update the "Proposed Conditions" models included in the pre-construction Flood Study Report. The as-built model results will be checked to verify all of the floodplain management requirements are met. The floodplain mapping will also be updated to reflect as-built conditions.

The following deliverables are assumed for this task:

- Flood Study Report (updated for as-built conditions)
- Digital copies of the as-built models (Duplicate Effective, Existing Conditions, and Proposed Conditions) for the 100- and 500-year storms
- Digital Floodplain and Floodway Mapping in GIS and CAD format
- Certified Topographic Work Map
- Annotated FIRM with proposed flood zone changes
- As-Built Roadway Improvement Plans
- Completed FEMA MT-2 forms

CONSULTANT will submit the above deliverables to CITY for review and use. It is understood that the CITY will submit and pay for the LOMR application to FEMA to complete the map revisions. Addressing comments from FEMA would be additional services.

Task 6 - Public Involvement**Task 6.1: Public Meetings**

One public meeting is planned under this task. The public meeting is anticipated to be a CITY led corridor-level meeting with CONSULTANT to be in attendance to discuss any specifics related to roundabout portion of meeting. The CITY will be responsible for all meeting logistics and meeting materials.

Task 6.2: Stakeholder Meetings

The CONSULTANT will prepare for and attend up to two (2) stakeholder meetings. The CITY will secure a location, invite attendees, ADA accommodation, and any other items necessary to conduct the stakeholder meetings.

Support Services (can be provided upon written authorization):

- Any other services not specifically described but are required for completion of the project. This could include: Additional public involvement support as directed by the CITY, Website development and support such as a project website for continuous public information, photo renderings, setting up PowerPoint presentations for use of voting clickers, and other miscellaneous tasks identified by the CITY. CONSULTANT will immediately notify CITY of any required services that are considered out of scope and will not perform services unless directed in writing by CITY to do so.

DATE: August 22, 2018
 PREPARED BY: S. Ahartz/M. O'Brien



South Carson Street and Stewart Street Roundabout Design

TASK DESCRIPTION	KIMLEY-HORN STAFF							Total Hours by Task	Labor Cost by Task	Expenses by Task	Sub Consultant Cost	Total
	Project Manager	Principal	Senior Professional	Professional	Analyst	Designer	Administration					
1.00 General												
1.1 Project Coordination /Project Meetings								0	\$ -	\$ -		\$ -
- Project Kick Off Meeting With the City	2		2					4	\$ 800	\$ 9		\$ 809
- Coordination with City related to Interface with City Designed Items	6			4				10	\$ 1,690	\$ 19		\$ 1,709
- Prepare For and Participate in Weekly Phone Calls (30 minute/ Call @ 20 calls)	10			5				15	\$ 2,550	\$ 28		\$ 2,578
- Prepare for and Participate in Monthly Progress Meetings (Up to 6 meetings)	6				3			9	\$ 1,440	\$ 16		\$ 1,456
1.2 Contracting and Accounting								0	\$ -	\$ -		\$ -
- Monthly Invoicing (12 months)	6						12	18	\$ 2,250	\$ 25		\$ 2,275
- Contract Administration	2						2	4	\$ 550	\$ 6		\$ 556
1.3 Quality Assurance /Quality Control								0	\$ -	\$ -		\$ -
- QA/QC Checks (30%, 60%, 90%, 100% Final)	32							32	\$ 5,600	\$ 62		\$ 5,662
Sub-Totals	64	0	2	9	3	0	14	92	\$ 14,880	\$ 164	\$ -	\$ 15,044
2.00 Task 2- Roundabout Design (Phase 1) 15% Design												
2.1 Design Year Scenarios	2		3		5			10	\$ 1,675	\$ 18		\$ 1,693
2.2 Roundabout Operations	3		6		20			29	\$ 4,475	\$ 49		\$ 4,524
2.3 Concept layouts	3		10		24	16		53	\$ 7,735	\$ 85		\$ 7,820
Sub-Totals	8	0	19	0	49	16	0	92	\$ 13,885	\$ 153	\$ -	\$ 14,038
3.00 Task 3- Roundabout Design (Phase 2) 30% Design												
3.1 Roundabout GAD (Horizontal)			12	4	60	18		94	\$ 13,210	\$ 145		\$ 13,355
3.2 Roundabout Preliminary Vertical Design			12	20	40			72	\$ 11,100	\$ 122		\$ 11,222
Sub-Totals	0	0	24	24	100	18	0	166	\$ 24,310	\$ 267	\$ -	\$ 24,577
4.00 Task 4 - Roundabout Design (Phase 3) 60%, 90% ,100% Design												
4.1 Prepare 60% Construction Documents	6		2	15	25	40		88	\$ 11,750	\$ 129		\$ 11,879
Prepare Opinion of Probable Costs	1				10			11	\$ 1,475	\$ 16		\$ 1,491
Participate in Comment Review Meeting	2			2				4	\$ 670	\$ 7		\$ 677
4.2 Prepare 90% Construction Documents	4		1	10	20	30		65	\$ 8,575	\$ 94		\$ 8,669
Update Special Provisions - Draft	1		1	6	6			14	\$ 2,140	\$ 24		\$ 2,164
Update Opinion of Probable Costs	1				8			9	\$ 1,215	\$ 13		\$ 1,228
Participate in Comment Review Meeting	2			2				4	\$ 670	\$ 7		\$ 677
4.3 Prepare 100% Construction Documents	4		1	8	15	20		48	\$ 6,455	\$ 71		\$ 6,526
Finalize Special Provisions	1		1	6	4			12	\$ 1,880	\$ 21		\$ 1,901
Finalize Opinion of Probable Costs	1				4			5	\$ 695	\$ 8		\$ 703
Participate in Comment Review Meeting	2			2				4	\$ 670	\$ 7		\$ 677
4.4 Prepare and Submit Final Construction Documents	2			6	10	15		33	\$ 4,335	\$ 48		\$ 4,383
4.5 Construction Support (10 RFIs)	4				16			20	\$ 2,780	\$ 31		\$ 2,811
Sub-Totals	31	0	6	57	118	105	0	317	\$ 43,310	\$ 476	\$ -	\$ 43,786

TASK DESCRIPTION	KIMLEY-HORN STAFF							Total Hours by Task	Labor Cost by Task	Expenses by Task	Sub Consultant Cost	Total
	Project Manager	Principal	Senior Professional	Professional	Analyst	Designer	Administration					
5.00 Drainage Design												
5.1 Flood Study	1		10	18	28			57	\$ 8,945	\$ 98		\$ 9,043
5.2 FEMA LOMR Application and Submittal (Post-Construction)	1		6	12	8			27	\$ 4,485	\$ 49		\$ 4,534
								0	\$ -	\$ -		\$ -
Sub-Totals	2	0	16	30	36	0	0	84	\$ 13,430	\$ 148	\$ -	\$ 13,578
6.00 Public Involvement												
6.1 Public Meeting #1								0	\$ -	\$ -		\$ -
Attend one public meeting	3			3				6	\$ 1,005	\$ 11		\$ 1,016
6.2 Stakeholder Meetings (Up to 2 Meetings)								0	\$ -	\$ -		\$ -
Prepare for Stakeholder meeting	2			2				4	\$ 670	\$ 7		\$ 677
Attend Stakeholder Meeting	4			4				8	\$ 1,340	\$ 15		\$ 1,355
								0	\$ -	\$ -		\$ -
Sub-Totals	9	0	0	9	0	0	0	18	\$ 3,015	\$ 33	\$ -	\$ 3,048
								Total Hours	Total Labor	Total Exp.	Total Sub	Total
Total hours by staff	114	0	67	129	306	139	14	769				
Total cost	\$19,950	\$0	\$15,075	\$20,640	\$39,780	\$15,985	\$1,400		\$ 112,830	\$ 1,241	\$ -	\$ 114,071