

Item # 5-4 B

**CARSON CITY, NEVADA  
REQUEST FOR BOARD ACTION**

**Date Submitted:** March 23, 2007

**Agenda Date Requested:** April 5, 2007

**Time Requested:** Consent Agenda

**To:** Mayor and Supervisors

**From:** Public Works Contracts

**Subject Title:** Action to accept Public Works recommendation on the "Carson City Fairgrounds /Fuji Park Phase 4, Part 2 Project", Contract # 2006-146 and authorize Public Works to issue payments to Lumos and Associates for a contract amount of \$94,218.00 and authorize the contracts division to issue amendments for a not to exceed amount of \$5,782.00 from the Capital Projects, Fuji Park Improvements Account as provided for in FY 06/07.

**Staff Summary:** Carson City and Mike Pegram/Commercial Construction Consulting, Inc., are entering into an Architectural & Engineering professional services design contract(s) with Lumos and Associates, Inc., for the Carson City Fairgrounds. The purpose of this contract is to develop construction documents, specifications, and cost estimates in order to publicly bid the construction work for the remaining portion of the Carson City Fairgrounds.

**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 accept Public Works recommendation on the "Carson City Fairgrounds/Fuji Park Phase 4, Part 2 Project", Contract # 2006-146 and authorize Public Works to issue payments to Lumos and Associates for a contract amount of \$94,218.00 and authorize the contracts division to issue amendments for a not to exceed amount of \$5,782.00 from the Capital Projects, Fuji Park Improvements Account as provided for in FY 06/07.

**Explanation for Recommended Board Action:** This is a professional services contract. This consultant was selected using the guidelines of NRS as indicated below. Although not required by law, a Statement of Qualification process was used to select this consultant.

On December 10, 2001, a request for Statement of Qualifications (SOQ) was issued to select a design consultant for the above-referenced agreement. On January 3, 2002, eight firms responded. The qualifications were reviewed by a committee and Lumos & Associates was selected as the firm most qualified to perform this work.

Additionally, the Parks and Recreation Department is currently negotiating with Energy Nevada to design/build the necessary electrical and lighting systems for the entire project. It is anticipated that City staff will return at a future date with a proposal to complete the electrical design and construction for the complex.

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**Applicable Statute, Code, Policy, Rule or Regulation:** Architects, Engineers and Surveyors are considered professional services contracts pursuant to the requirements of N.R.S., Chapters 332 and 625; therefore, a formal bidding process is not required.

**Fiscal Impact:** Not to exceed \$100,000.00

**Explanation of Impact:** If approved the referenced account(s) could be decreased by \$100,000.00

**Funding Source:** Capital Projects/Fuji Park Improvements 220-0000-411-7801 as Provided for in FY 2006/2007

**Alternatives:** Provide Other Direction Pursuant to Board Action.

**Supporting Material:** Agreement & Proposal from Consultant

**Prepared by:** Sandy Scott, Contract Coordinator

Reviewed By: \_\_\_\_\_

*Vern Krahn*

Date:

3/27/07

Vern Krahn, Park Planner

Reviewed By: (C/M) \_\_\_\_\_

*Michael*

Date:

3/27/07

Reviewed By: (Finance Dir) \_\_\_\_\_

*Steve*

Date:

3/27/07

Reviewed By: (DA) \_\_\_\_\_

*Melanie*

Date:

3/27/07

Reviewed By: (Public Works) \_\_\_\_\_

*Michael*

Date:

3/27/07

**BOARD ACTION:**

Motion \_\_\_\_\_

1: \_\_\_\_\_

(Aye)

(Nay)

2: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

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**THIS AGREEMENT**, made and entered into this 5<sup>th</sup> day of April, 2007, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Lumos and Associates, a qualified firm, licensed in the State of Nevada and Carson City, with an office located at 800 East College Parkway, Carson City, Nevada 89706 hereinafter referred to as the "**CONSULTANT**".

**WITNESSETH:**

**WHEREAS**, the Contracts Division for the City and County of Carson City is authorized to approve and accept the Agreement as set forth in and by the following provisions; and

**WHEREAS**, no contract or agreement concerning the duties, responsibilities, and/or scope of work by the **CONSULTANT** presently exists; and

**WHEREAS**, the **CITY** desires to employ the services of the **CONSULTANT** for the intended work of hereinafter referred to as "**CONTRACT #2006-146**", and titled "**Carson City Fairgrounds/Fuji Park Phase 4, Part 2 Project**"; and

**WHEREAS**, the **CONSULTANT** shall be compensated for all services rendered as herein agreed.

**NOW, THEREFORE**, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

**ARTICLE 1**

**1     SCOPE OF WORK:**

**1.1     Description of Work:**

**1.1.1     See attached proposal from Consultant dated March 20, 2007.**

**1.2     The **CONSULTANT**, as promptly and as economically as practicable, shall perform the services as described in the *Description of Work*.**

**1.3     This Agreement represents the entire understanding between the parties. Any amendments to this Agreement shall be agreed upon in writing between the **CITY** and **CONSULTANT**.**

**ARTICLE 2**

**2     TIME OF COMPLETION:**

**2.1     **CONSULTANT** shall complete the *Scope of Work* on or before June 30, 2008, however, this contract continues as long as funding exists to continue. The contract may be terminated after this date by either party giving five (5) days written notice to terminate the contract.**

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- 2.2 If, however, the **CONSULTANT** is delayed in the performance or completion of the work under this Agreement by labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the **CONSULTANT** and without his fault or negligence, then the time for the performance or completion of said work may be extended for a reasonable period to allow therefore.

**ARTICLE 3**

**3** **COMPENSATION:**

- 3.1 **CITY** agrees to pay the **CONSULTANT** upon performance of the work described in **Scope of Work**.
- 3.2 **CITY** shall pay **CONSULTANT** compensation based upon time and materials not to exceed a maximum amount of \$94,218.00 hereinafter referred to as the **CONTRACT SUM**.
- 3.3 The compensation named herein is for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work.
- 3.4 **CITY** agrees to make payments within thirty (30) days after acceptance of the completed work or from the date the correct invoice is received by the **Contact Person**, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to the **CONSULTANT**.
- 3.5 The **CITY** reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the **CITY** does not allocate funds to continue the function performed by the **CONSULTANT** obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.
- 3.6 None of the sums due or to become due, nor any of the work to be performed under this Agreement shall be assigned, nor shall the **CONSULTANT** subcontract any substantial portion of this Agreement without the **CITY'S** prior written consent.

**ARTICLE 4**

**4** **PERMITS AND REGULATIONS:**

- 4.1 Before commencing with the performance of any work under this Agreement, the **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary.
- 4.2 Before and during the progress of work under this Agreement, the **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 Agreement.
- 4.3 If the **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.
- 4.4 **CONSULTANT** agrees to obtain a Carson City Business License and provide a copy of same to Carson City Public Works - Contracts Division prior to commencing work.

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## ARTICLE 5

### 5 CITY'S RESPONSIBILITIES:

- 5.1 The **CITY** shall provide requested information to the **CONSULTANT** in a timely manner.
- 5.2 The **CITY** shall designate three (3) representatives who are authorized to act on the **CITY'S** behalf with respect to the Project. These authorized representatives shall render decisions on documents submitted by the **CONSULTANT** in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the services.
- 5.2.1 **Contract Administrator:**  
Sandy Scott, Contract Administrator  
Carson City Public Works - Contracts Division  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x1101 / FAX 887-2112
- 5.2.2 **Project Manager:**  
Vern Krahn, Park Planner  
Carson City Parks and Recreation Department  
3303 Butti Way, Building 9  
Carson City, NV 89701  
775-887-2363 x 1006 / FAX 887-2145
- 5.2.3 **Detailed Invoices using the City's format shall be mailed to:**  
Daria Petrenko, Management Assistant  
Carson City Parks Department  
3303 Butti Way, Building 9  
Carson City, NV 89701  
775-887-2363 x1008 / FAX 887-2145

## ARTICLE 6

### 6 INSURANCE:

#### 6.1 **GENERAL LIABILITY:**

- 6.1.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, such general liability and property damage insurance as shall protect him and any subconsultant performing work covered by the Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the **CONSULTANT'S** performance, or by any subconsultant, person, firm or employee directly or indirectly employed by him.
- 6.1.2 The **CONSULTANT** agrees that the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701 shall be listed as an additional insured.

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**6.2 PROFESSIONAL LIABILITY:**

6.2.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, errors and omissions insurance.

**6.3 INDUSTRIAL INSURANCE:**

6.3.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, worker's compensation insurance as required by the provisions of Chapter 616 of the NRS.

**6.4 ADDITIONAL INSURANCE REQUIREMENTS:**

6.4.1 Upon failure to provide insurance, the **CITY** may, at its sole option, order the **CONSULTANT** to stop work, suspend the Agreement, or terminate the Agreement.

6.4.2 The **CONSULTANT** shall furnish to the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701, the certificates of said insurances prior to commencing work.

6.4.3 Within 24 hours of any suspension, cancellation, reduction, or termination of coverage, the **CONSULTANT** agrees to provide the **CITY** written notice of same.

6.4.4 In the event the **CITY** must pay any premium(s) on behalf of the **CONSULTANT**, after the execution of this Agreement, the **CONSULTANT** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **CONSULTANT** by the **CITY**.

**ARTICLE 7**

**7 INDEMNIFICATION:**

7.1 This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the **CONSULTANT** will be an independent contractor and not Carson City's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, The Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Nevada State revenue and taxation law. The **CONSULTANT** will remain sole and absolute discretion in the judgment of the manner and means of carrying out the **CONSULTANTS** activities and responsibilities hereunder. The **CONSULTANT** agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **CONSULTANT** and the City, and the City will not be liable for any obligation incurred by the **CONSULTANT**, including but not limited to unpaid minimum wages and/or overtime premiums.

7.2 The **CONSULTANT** hereby agrees to indemnify, hold harmless and defend, not excluding the City's right to participate, the City, its officers, agents and employees, from and against all

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liability, claims, actions, damages, losses and expense, including but not limited to reasonable attorneys' fees and costs arising out of any negligent or willful acts or omissions of the Consultant, its officers, agents and employees.

### ARTICLE 8

#### 8 TERMINATION:

- 8.1 Anything in this Agreement to the contrary notwithstanding, if the **CONSULTANT** should fail to make progress as to endanger performance of this Agreement in accordance with its terms, or if he should fail to make prompt payments to subconsultants for material or labor, or if he should violate any laws, ordinances or regulations, or otherwise violate any provision of this Agreement, then the **CITY** may, without prejudice to any other right or remedy, terminate this Agreement in whole or from time to time in part upon written notice and proceed to complete or cause the work to be completed.
- 8.2 The **CITY** may deduct the cost of completing the said work from payments then or thereafter due to the **CONSULTANT**, who shall pay the **CITY** any amount by which such cost of completion shall exceed the unpaid monies due or to become due to the **CONSULTANT**.
- 8.3 In addition to the provisions of the preceding paragraph, the **CITY** shall have the right to terminate this Agreement without cause upon five (5) days' written notice to the **CONSULTANT**. In that event, the **CITY** shall pay to the **CONSULTANT** a proportionate amount of the **CONTRACT SUM**, as amended, based upon the percentage of the completion of the work under this Agreement and any amendment hereto.

### ARTICLE 9

#### 9 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS:

- 9.1 The Drawings, Specifications and other documents prepared by the **CONSULTANT** for the Project are instruments of the **CONSULTANT'S** service for use solely with respect to the Project and, unless otherwise provided, the **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.
- 9.2 The **CITY** shall be permitted to retain copies, including reproducible copies, of the **CONSULTANT'S** Drawings, Specifications, and other documents for information and reference in connection with the Project.
- 9.3 The **CONSULTANT'S** Drawings, Specifications and other documents shall not be used by the **CITY** or others without expressed permission of the **CONSULTANT**.

### ARTICLE 10

#### 10 MISCELLANEOUS:

- 10.1 This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Nevada.
- 10.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to

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run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

- 10.3 The **CITY** and **CONSULTANT**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 10.4 This Agreement represents the entire and integrated agreement between the **CITY** and **CONSULTANT** and *supersedes all prior negotiations, representations or agreements, either written or oral.* This Agreement may be amended only by written instrument signed by both **CITY** and **CONSULTANT**.
- 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONSULTANT**.
- 10.6 **CONSULTANT** shall be required to maintain telephone service such that the **CITY** may contact or leave a message for the **CONSULTANT** or their designee at any time. **CONSULTANT** shall provide advance notice to the **CITY** of any change in telephone number.
- 10.7 Written notice under this Agreement, shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered mail to the **CONSULTANT** at the address shown on page 9, or to the **CITY** at the address shown herein.

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

Carson City Public Works - Contracts Division  
C/O Sandy Scott, Contract Administrator  
3505 Butti Way  
Carson City, NV 89701  
775-887-2355 x1101 / FAX 887-2112

- 10.8 Failure of either party to this Agreement to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of subsequent failures to comply with any such provision.

### ARTICLE 11

#### 11 COST ACCOUNTING AND AUDITS:

- 11.1 If required by the **CITY**, the **Consultant** agrees to make available to the **CITY** within two (2) years after the completion of the work under this Agreement, such books, records, receipts, vouchers, or other data as may be deemed necessary by the **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 work performed under this Agreement.



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**12    ACKNOWLEDGMENT AND EXECUTION:**

12.1            This **AGREEMENT** entered into as of the day and year first written above.

**CITY'S CONTRACTING AGENT**

**CITY DEPARTMENT:**

Public Works

BY: Sandy Scott  
Title: Contract Administrator  
Carson City Public Works  
Contracts Division  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 x1101

**I hereby concur with the initiation of this Agreement and I certify that the consultant will not be given authorization to begin work until this Agreement has been signed by all parties.**

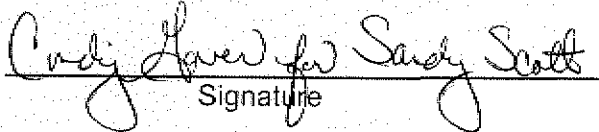
BY: Andrew Burnham

Title: Public Works Director

Address: 3505 Butti Way

Carson City, NV 89701

Telephone: 775-887-2355 x1011

  
Signature

DATED this 28 day of March, 2007

  
Signature

DATED this 28 day of March, 2007

**CITY CONTACT PERSON**

**NAME:** Vern Krahn, Park Planner

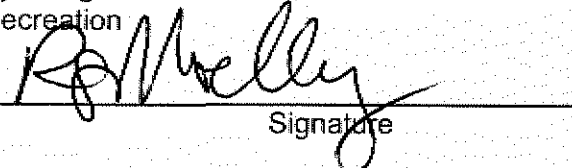
**PHONE:** (775)887-2363 X 1006

I certify that the funds are available for this project.

**FUNDING SOURCE:** 220-0000-411-7801

**BUDGET ALLOCATION:** \$100,000.00

By: Roger Moellendorf, Director Parks and Recreation

  
Signature

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STATE OF NEVADA )  
                                    ) ss  
CARSON CITY         )

Barry Fitzpatrick deposes and says: That he is the Consultant, or authorized agent of the Consultant, for whom the aforesaid described work is to be performed by; that he has read the foregoing Agreement and understands the terms, conditions, and requirements thereof.

I further understand that I must not begin work on this project until this agreement has been signed by the Board of Supervisor's.

**CONSULTANT**

**BY:** ~~Barry Fitzpatrick~~ *Randall Long*  
**TITLE:** ~~GEO~~ *Principal*  
**FIRM:** Lumos & Associates  
**BUSINESS LICENSE #:** 07-0471  
**Address:** 800 East College Parkway  
**City:** Carson City  
**State/Zip Code:** Nevada 89706  
**Telephone:** 775-883-7077  
**Fax#**

*Randall W. Long*  
\_\_\_\_\_  
(Signature of Consultant)

DATED this 23<sup>rd</sup> day of March, 2007

**NOTARY**

**NAME:** ROBIN L FERGUSON

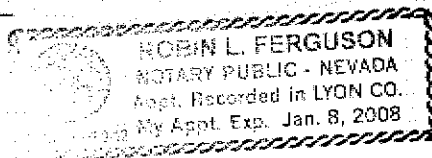
(printed name of notary)

*Robin L. Ferguson*

(signature of notary)

L.S.

DATED this 23<sup>rd</sup> day of March, 2007



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**13 CONTRACT ACCEPTANCE AND EXECUTION:**

- 13.1 The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 5, 2007, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 2006-146** and titled "**Carson City Fairgrounds/Fuji Park Phase 4, Part 2**" Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada, to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
MARV TEIXEIRA, MAYOR

DATED this 5<sup>th</sup> day of April, 2007

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 5<sup>th</sup> day of April, 2007

\*\*\* END OF DOCUMENT \*\*\*



March 20, 2007

Mr. Les Porter  
Commercial Construction Consulting, Inc.  
5401 Longley Ln #A-18  
Reno, Nevada 89511

Mr. Vern L. Krahn, Park Planner  
Carson City Parks and Recreation Department  
3303 Butti Way, Building No. 9  
Carson City, Nevada. 89701

**Re: Proposal for Architectural & Engineering Services  
Fairgrounds/Fuji Park Phase 4, Part 2  
Improvement Project**

Dear Mr. Porter and Mr. Krahn:

We are submitting this proposal for the above referenced project.

**Scope of Services**

We understand that Lumos and Associates, Inc. will work with Vern Krahn of the Parks and Recreation Department, as well as Development Engineering Services, on the Carson City Fairgrounds/Fuji Park Improvement Project, Phase 4, Part 2. This work will predominately include a new rodeo arena with a new announcers booth and relocated grandstands, a new multipurpose barn, a new multipurpose barn, restroom building, and new paved parking area with site amenities. Our understanding of the project area is defined by Old Clear Creek Road (north), Bodine's (east), Clear Creek (south), and the existing Exhibit Hall (west). This work does not include street frontage or landscape improvements on Old Clear Creek Road.

This proposal includes the preparation of Civil Improvement Plans and Architectural Plans for the proposed new Fairgrounds.

Lumos and Associates, Inc. and its Consultant Team will prepare construction documents, respond to comments from the Carson City Building Department, provide bid assistance, and provide construction assistance. The specific individual steps and anticipated milestone dates required for the entire Phase 4 improvements, Part 1 & 2, are as follows:

**Part 1**

- Pre-project kick-off meeting / review project schedule (week of December 18, 2006).
- Preparation of Demolition/Erosion Control Plan, **submitted by January 31, 2007**

- Geotechnical Report, **Submitted by January 31, 2007**
- Hydraulic (Flood) Analysis, **Completed by January 31, 2007.**
- Demolition of existing Fairgrounds complete by **March 30, 2007.**

Part 2

- Preparation of construction documents for Fairgrounds' site and buildings.
- Final Civil Engineering and rough grading plans, including Electrical (Energy Nevada) and irrigation sleeves, general notes, and cost estimate documents for asphalt parking lot and underground utilities beneath the parking lot submitted to Carson City Building Department with a **target date of April 20, 2007.**
- Final plans, specifications, bid summary, special conditions, technical conditions, and cost estimate indicating "For Bidding Purposes Only" documents submitted to Carson City for bidding. **Final Documents submitted by May 30, 2007.**
- Bidding process/addenda as required.
- Bids opened, **Anticipated on June 30, 2007**
- Plans and specifications indicating "Conformed for Construction" submitted to Carson City.
- Construction Assistance (Anticipated six month construction period).
- Record Drawings

This proposal is the second part of the Phase 4 design proposal, including Construction Documents, Bidding Assistance, Construction Assistance and Record Drawings.

**Task A Civil Improvement Plans (75 % Commercial Construction Consulting, Inc and 25% Carson City)**

Lumos and Associates will design and prepare the plans for the site, grading and utility improvements for the Fuji Park Fairgrounds. Complete plan sets, suitable for bidding, will be prepared along with, an engineer's estimate, domestic water usage calculations and fire flow calculations. The existing survey base will be utilized; however, some additional survey may be required to pick up any changes since the 2003 base survey. In addition, this task will entail, coordination of design with Carson City parks and Recreation Department and the new Bodines Development.

## **Task B Architectural Plans (Carson City)**

Architectural Plans (including mechanical) will be provided for the following buildings:

- 1) New arena, chutes and holding pens
- 2) Announcer's booth
- 3) New Restroom building
- 4) Relocation of grandstands
- 5) One new multipurpose barn
- 6) Concession and office building (not included in this proposal)
- 7) Maintenance building (not included in this proposal)
- 8) Restroom showers (not included in this proposal)

Site electrical/lighting plans will be provided by Energy Nevada and are not part of this contract; however, there will be coordination with Energy Nevada for the following:

- 1) New electrical conduit/service to the new arena and grandstands, announcer's booth, restroom building and multipurpose barn.
- 2) Relocation of existing 3-phase power and vault that serves the on-site municipal well.
- 3) New Arena/Special Events lighting.
- 4) New Parking lot lighting
- 5) Frontage Utility Conduit

This task also includes plan revisions requested by the Carson City Building Department that are necessary to obtain building permits and a conformed set of drawings.

## **Task C Foundation/Structural Plans (Carson City)**

Lumos and Associates will provide plans and structural calculations for the new building foundations to be included with the architectural building plans.

## **Task D Reimbursables (T&M: Commercial Construction Consulting, Inc. – Reimbursables for Parking Lot Improvements T&M: Carson City - Reimbursables for Arena and Buildings improvements including Architectural and Mechanical)**

Lumos and Associates will provide all copies of plans and reports on a time and materials basis. The budget indicated is an estimate only. We will advise you of the need for additional funds as we approach that amount.

## **Task E Carson City Permit Comments (T&M: Commercial Construction Consulting, Inc. – Permits for Parking Lot Improvements T&M: Carson City – Permits for Arena and Buildings improvements including Architectural and Mechanical)**

This task will include the processing and permitting of the civil improvement plans. Agency requested revisions and obtaining necessary approvals would be completed under this task. Time required to complete the review process cannot be anticipated; therefore, this task will be

billed on a time and materials basis. The budget indicated is an estimate only. We will advise you of the need for additional funds as we approach that amount.

**Task F      Meetings (T&M: Commercial Construction Consulting, Inc. – Meetings for Parking Lot Improvements  
T&M: Carson City – Meetings for Arena and Buildings improvements including Architectural and Mechanical)**

Lumos and Associates will attend project and city meetings on an as-needed and requested basis in accordance with our current fee schedule during the project design. This task will be billed on a time and materials basis. The budget indicated is an estimate only. We will advise you of the need for additional funds as we approach that amount.

**Task G      Bid & Construction Assistance (T&M: Commercial Construction Consulting, Inc. - Construction Assistance for Parking Lot Improvements  
T&M: Carson City - Construction Assistance for Arena and Buildings improvements including Architectural and Mechanical)**

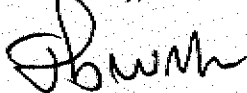
Lumos & Associates and its consultant team will provide bid assistance during the project bid phase and construction assistance including the following items: attend the pre-bid and pre-construction conferences; respond to contractor requests for information; and review shop drawings and submittals on an as-needed basis. Our consultant team will be available for site visits on an as-needed basis in accordance with the attached budget. These services will be performed on an as-needed basis, and billed on a time and materials basis for a construction period of six months. The budget indicated is an estimate only. We will advise you of the need for additional funds as we approach that amount.

This task will include reviewing the contractor's Record Drawings and preparation of the Record Drawings in an AutoCAD format.

The Scope of Services that Lumos and Associates, Inc. anticipates providing in order to achieve the results desired by the City for this project have been identified above. In the event that the budget or scope changes Lumos reserves the right to renegotiate fees.

The proposed project timeline and fee schedule are attached.

Sincerely,



Thomas W. Young, P.E.  
Engineering Manager

**Project Budget**

**Carson City Fairgrounds/Fuji Park Improvement Project Phase 4 - Part 2**

Date: 3-14-07

**Carson City Contracted Fees**

Task Description	\$ 180	\$ 160	\$ 145	\$ 140	\$ 95	\$ 95	\$ 70	\$ 125	\$ 150	\$ 45	Plan	Sub-Cons	COST
	Pres	Prnc	P Mgr	P.M. Arch	L.S. Arch	Eng	Draft	Surv	2-M-Sul	Cler	Set		
<b>A</b>													
Civil Engineering Plans													
Project Management/Coord. w/Developer & Carson City			12.5										\$10,003
Prep Base Sheets/Research Utilities													\$1,613
Survey													\$0
Site													\$0
Grading													\$0
Utilities													\$0
Fire Flow Calculations			9			20	15			1			\$4,300
Domestic Water Use Calculations			1			8				1			\$950
Specs/Coast Est			1			8				1			\$950
			2			16				4			\$1,990
<b>B</b>													
Foundation/Structural													
Project Management			6										\$21,770
Foundation Plans			18			52	65			4			\$870
Structural Calculations			16			40							\$11,990
Survey													\$6,120
Specs/Coast Est			4			8		2	8				\$1,450
													\$1,340
<b>C</b>													
Architectural Plans													
Building Plans													\$44,850
Mechanical Plans													\$0
													\$0
<b>D</b>													
Reimbursables													\$250
<b>E</b>													
Carson City Review													\$1,250
<b>F</b>													
Meetings													\$1,250
<b>G</b>													
Construction Assistance (T&M)													\$14,845
One site visit/Meeting per Week (estimated)			13			48							\$6,445
Architecture													\$8,000
Mechanical													\$400
<b>TOTAL</b>	0	0	81	0	0	200	80	2	8	11	0	\$0	\$94,218



# CARSON CITY FAIRGROUNDS/FUJI PARK IMPROVEMENT PROJECT PHASE 4 SCHEDULE

2007

TASK	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>Part 1</b>												
Geo-technical Investigation												
Drainage Analysis/Report												
Demo/Erosion Control Plan												
<b>Part 2</b>												
Civil Engineering Improvement Plans												
Architectural Plans												
Bid Assistance												
Construction Assistance												
Construction Testing & Inspection												
Record Drawings												

▲ Completion Date

● Building Permit Review

Contract Award

100% Submittal

Building Permit