



## STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** July 7, 2022

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding an amendment to Contract No. 21300204 (“Amendment”) for Nichols Consulting Engineers, CHTD (“NCE”) to perform the second phase of engineering, design and construction support services, plus additional services related to undergrounding overhead utilities (“Services”) for the East William Complete Streets Project (“Project”) for an additional \$1,930,458, resulting in a total not to exceed amount of \$2,320,700.50 for Contract No. 21300204. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: The Project is a comprehensive complete streets project designed to revitalize the East William Street Corridor, between Carson Street and Interstate 580. NCE was selected to provide Services for the Project in two phases. NCE completed the first phase of the Services for \$390,242.50 under Contract No. 21300204. The Amendment would be for NCE to complete the second phase of the Services, plus additional services related to undergrounding overhead utilities for \$1,930,458, resulting in a total not to exceed amount of \$2,320,700.50 for Contract No. 21300204.

**Agenda Action:** Formal Action / Motion

**Time Requested:** 5 minutes

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### **Proposed Motion**

I move to approve the amendment as presented.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

January 6, 2022 – The Board of Supervisors awarded Contract No. 21300204 to NCE to provide phase one Services for the Project for \$390,242.50.

### **Background/Issues & Analysis**

NCE was selected to provide Phases One & Two of the Services through RFP 21300204. The City issued formal Request for Proposals (“RFP”) 21300204 to secure Services for the Project, with the Services to be provided in two phases to improve the quality and reliability of service received by the City. With larger and more complex projects, like this one, there are many unknown challenges to overcome during the design process, which make it very difficult for an engineering team to provide precise scope and budget estimates until additional investigations and data are collected. Separating the Services into two phases, an early design phase and a final design phase, allows for better development of the first phase project elements. This results in a better tailored scope of work for the second phase, which reduces risk for both the City and the consultant.

RFP 21300204 was released on October 19, 2021, seeking a qualified firm to provide the Services (Phases One & Two) for the Project, and NCE achieved the highest combined average ranking among all committee members during the evaluation for that RFP.

The first phase of the Services is complete, with Project design advanced to approximately 15%, and with particular emphasis on completing the necessary evaluations, analysis, engineering investigations and review to ensure that the foundational design decisions were made through a collaborative effort, which also include the public as Project stakeholders. The tasks completed under phase one of the Services included (1) topographical survey and mapping, (2) geotechnical investigation and pavement design, (3) initial utility investigation, (4) alternatives development, (5) public outreach support, and (6) utility undergrounding coordination.

Through RFP 21300204, NCE was selected to provide both phases of the Services; however, the Board awarded Contract 21300204 to NCE for Phase One only so the parties could benefit from the Phase One information when setting the terms for Phase Two of the Services, through an Amendment to the contract. The parties have now done so, and the Amendment would set the terms for NCE to perform Phase Two of the Services, which includes: project management, utility coordination, public outreach support, right-of-way engineering, preliminary and final design, drainage analysis, and support for permitting, bidding and construction.

NCE was also selected to provide additional utility services for the Project through RFQ 21300288. During the Phase One Services, the City released a separate Request for Qualifications ("RFQ") for overhead utility undergrounding engineering design and construction support services ("Utility Services") for the Project, RFQ 21300288. Specifically, RFQ 21300288 was released on March 3, 2022, and responses were accepted through 2:00 pm on March 31, 2022. Four statements of qualification were received in response, including one from NCE, and the Review and Selection Committee selected NCE based on its qualifications, project experience, technical capacity and project approach. NCE achieved the highest combined average ranking among all committee members during the evaluation.

The Amendment covers both the Phase Two Services and the Utility Services. Phase Two of the Services (RFP 21300204) and the Utility Services (RFQ 21300288) both involve engineering, design and construction support services for improvements for the Project, within the Project's geographical limits. NCE was selected to perform both Phase Two of the Services and the Utility Services, and the work performed under Phase Two of the Services will inform the Utility Services, and vice versa. For these reasons, staff proposes incorporating Phase Two of the Services and the Utility Services into the same contract, namely the Amendment. Combining the two scopes of work under one contract will allow for efficiencies of work and reduce ambiguities that could arise from multiple contracts governing NCE's obligations on the Project.

The Amendment requires NCE to perform Phase Two of the Services and the Utility Services for \$1,930,458. This Amendment incorporates the full scope of work and budget to complete the remainder of the Project's necessary design features.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 332; NRS 625.530(3)

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project# P751021001

Infrastructure Sales Tax Fund / Infrastructure Capital / 3100615-507010

**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** Project# P751021001, Account# 3100615-507010 will be reduced by an additional amount not to exceed \$1,930,458. The funding available for Project Number P751021001 in account 3100615-507010 is \$1,655,805 with an additional \$1,187,669 in funding available in FY 23 for a total available amount of \$2,843,474.

**Alternatives**

Do not approve the amendment and/or provide alternative direction to staff.

**Attachments:**

[21300204 Amendment 1.pdf](#)

[21300204 Executed Contract.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

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

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

**AMENDMENT FOR CONTRACT**

Contract No.: 21300204

Title: East William Street Feasibility Study – Engineering Design Services Phase 2

Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase Contract by \$1,930,458.00

Reason for amendment: To extend the term for Contract 21300204 from December 31, 2022, through June 30, 2025; to add Phase Two Engineering Design Services for the East William Street Feasibility Study (“Phase Two”) and the additional Overhead Utility Undergrounding Services, as described in Exhibit A to this Amendment, to the scope of SERVICES under Contract 21300204; and to increase the compensation owed to Nichols Consulting Engineers, CHTD (“NCE”) under Contract 21300204 by \$1,930,458.00 for the performance of Phase Two services, for a new total not to exceed amount of \$2,320,700.50 for Contract 21300204.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 21300204 remain in full force and effect for the duration of the Contract No. 21300204’s term.

Amendment 1 will become effective when approved by the Carson City Board of Supervisors and executed by the Carson City Mayor.

**CONSULTANT**

Approved by:

NCE:

Name/Title: Angela Hueftle, Principal

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY**

Approved by:

City Department: Public Works

Name/Title: Darren Schulz, Director

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form by:

District Attorney’s Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AMENDMENT FOR CONTRACT**

Contract No.: 21300204

Title: East William Street Feasibility Study – Engineering Design Services Phase 2

Amendment No.: 1

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 7, 2022, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 1 to CONTRACT No. 21300204. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Amendment for Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
LORI BAGWELL, MAYOR

DATED this 7<sup>th</sup> day of July, 2022.

ATTEST:

\_\_\_\_\_  
AUBREY ROWLATT  
Clerk-Recorder

DATED this 7<sup>th</sup> day of July, 2022.



June 28, 2022  
File No. 953.10.25

Mr. Darren Anderson, PE  
Senior Project Manager  
Carson City Public Works  
3505 Butti Way  
Carson City, NV 89701

**RE: Civil Engineering Services for the Final Design of the East William Complete Street and Overhead Utility Undergrounding Projects**

Dear Mr. Anderson:

NCE appreciates the opportunity to submit this scope and fee for final design engineering services for the East William Complete Street and Overhead Utility Undergrounding Projects.

**PROJECT DESCRIPTION**

It is our understanding the Projects are located on East William Street from Carson Street to I-580. The Complete Street project will include corridor access management solutions, ADA compliant sidewalks and curb ramps, multi-use path and bicycle facilities, upgrades to stormwater facilities, low-impact development infrastructure, utility replacements, landscaping, enhanced street lighting, streetscape beautification and presentation areas to establish public art and gateway features, updated traffic signal equipment, fiber optic communications, pavement rehabilitation and preservation treatments of the roadway, electric vehicle charging stations, and bus pullouts.

The Overhead Utility Undergrounding Project is a critical first step of the larger Complete Street project, mitigating accessibility issues, and removing design constraints caused by the pole locations. The project will convert the existing overhead utilities (overhead power and communication lines) on East William Street to an underground facility for planned corridor improvements. Overhead utilities from North Carson Street to Saliman Road will be undergrounded, which includes approximately 5,000 linear feet of NV Energy, AT&T, and Charter facilities, including seven transformers and 33 poles. The underground facility will be located within East William Street roadway and utilities will share a joint underground trench.

This scope of work includes project management, utility coordination, public outreach support, right-of-way engineering, Local Public Agency (LPA) coordination, preliminary and final design, drainage analysis and design, NEPA and technical studies, permitting support, and bidding and construction services support.

**Reno, NV**  
1885 S. Arlington Avenue, Suite 111  
Reno, NV 89509  
(775) 329-4955

## SCOPE OF SERVICES

Tasks 1-7 are included in the current contract for Civil Engineering Services for the East William Complete Street Project. No additional work is proposed for Tasks 1-7. Tasks 8 and 9 are both the Complete Street and the Overhead Utility Undergrounding projects. Tasks 10-18 are for the Complete Streets project, with the exception of Task 14 which is for both the Complete Street and the Overhead Utility Undergrounding projects. Tasks 19- 24 are for the Overhead Utility Undergrounding project. Lastly, Task 25 is Owner Directed Services applicable to both projects.

### TASK 8 - PROJECT MANAGEMENT

#### A. Team and Project Management

NCE's Project Manager will serve as the City's single point of contact on the contract and will have primary responsibility for both coordinating the efforts of the project team and subconsultants and on-going project coordination of activities for the duration of the work. Specific project management tasks include project initiation and administration, monthly budget monitoring and invoicing, processing subconsultant invoicing, and scheduling. We assume a duration of fifteen months for project management.

#### B. Project Coordination

NCE's Project Manager will keep the City's Project Manager well informed of progress with bi-weekly informal briefings via email or phone call.

Assumptions:

1. This task will provide team and project management and project coordination for both the Complete Street and Overhead Utility Undergrounding projects.

Deliverables:

1. Monthly invoices
2. Project(s) schedule
3. Bi-weekly phone call and/or email to the City Project Manager

### TASK 9 – UTILITY COORDINATION

NCE will continue facilitating monthly meetings with the utility companies whose facilities are impacted by the Overhead Utility Undergrounding project. NCE will prepare meeting agendas and provide meeting summaries following the meeting. NCE will coordinate with NV Energy, AT&T, and Charter to attend coordination meetings, provide documentation for utility agreements, and obtain design of their facilities. NCE will provide the utility providers the Complete Street design information they need to prepare their relocation design. NCE will distribute design review submittals (30%, 60%, 90%, and Final) of the Overhead Utility Undergrounding project to utility agencies for review and comment and respond to and provide the City with the utility agency review comments.

As design of the Complete Street project progresses, NCE will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities

likely affected by the project are drawn on the plan and profile. NCE will evaluate potential conflicts through field investigation and investigate conflict resolution strategies. NCE will distribute design review submittals (30%, 60%, 90%, and Final) of the Complete Street project to utility agencies for review and comment and respond to and provide the City with the utility agency review comments.

Assumptions:

1. We assume fifteen (15) utility coordination meetings will be held and utility coordination of both projects will occur during the meetings
2. Plan submittals to the utility companies will be PDF format

## **TASK 10 – PUBLIC OUTREACH SUPPORT**

### **A. Community Information Meetings**

NCE will participate in two (2) community information meetings. NCE will participate in four (4) pre-community information meetings with the City and the City's public outreach consultant to discuss and review exhibits, topics, and appropriate responses to questions for the public meeting. NCE anticipates preparing up to four (4) exhibits (visualizations or cross-sections) for the community information meeting to demonstrate before and after conditions along the corridor. NCE will attend the community information meeting to assist with facilitation and answer technical questions.

Deliverables:

1. Community information meeting exhibits and presentation materials

Assumptions:

1. Preparation, facilitation, and documentation of the public information meeting, identification of venue, design of print ads, mailers, handouts, and surveys, final summary of comments provided, and direct costs associated with the meeting venue, ads, mailers, court reporter, and translator are not included. We assume these items will be provided by either the City or the City's public outreach consultant.

### **B. Committee Meetings Support**

NCE will support the City in presentations and updates to various committees including the Redevelopment Authority, Regional Transportation Commission, Board of Supervisors, and others as requested by the City project manager. It is anticipated NCE will prepare for and attend up to six (6) meetings during this phase of the project.

## **TASK 11 –RIGHT-OF-WAY (ROW) ENGINEERING**

### **A. Right-of-Way Setting**

NCE will participate in a meeting to set the right-of-way requirements for the project. NCE will prepare a right-of-way summary that identifies all easements necessary to construct the project including partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, and easement purpose. The



summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

### **B. Right-of-Way Maps**

NCE will prepare right-of-way maps including existing and proposed easements, existing right-of-way, APN, owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

### **C. Preliminary Title Reports**

It is estimated that permanent easements, temporary construction easements, and six (6) partial acquisitions on nineteen (19) parcels will be required for construction of pedestrian path sidewalk improvements. NCE will obtain nineteen (19) preliminary title reports including exceptions and updates. NCE will coordinate necessary revisions to the preliminary title reports with the title company. NCE will deliver the electronic preliminary title reports to the City. NCE assumes one update to each of the 19 title reports will be required for the duration of the project. NCE will coordinate the updates with the title company and deliver the updated title reports to the City.

### **D. Boundary Survey and Legal Descriptions**

NCE will review title reports for an estimated nineteen (19) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. NCE will utilize City records to obtain deeds and other record data identified above related to the parcels to be surveyed. NCE will use this information to create digital AutoCAD boundary line work which will be used to generate survey search coordinates for boundary monuments associated with the subject parcels.

NCE will then perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels. NCE will utilize record boundary information in conjunction with the data gathered in the field to resolve the parcels' boundaries and prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

NCE will utilize the boundary base map to prepare legal descriptions and exhibit figures for easements on 19 parcels. If required, NCE will amend legal descriptions and update exhibit figures as necessary throughout the design and review process for the project.

### **E. Right-of-Way Acquisitions**

NCE will utilize the boundary base map assembled under Task 11D to prepare six (6) legal descriptions and exhibit figures for the parcels affected by the land transfers associated with Right-of-Way acquisitions.

NCE will prepare Record of Survey plats to support each acquisition. These maps will display found and set boundary monuments, section corner ties, GPS coordinates and control point ties, existing easements, existing lot lines, adjusted parcel and Right-of-Way boundaries, recorded transfer deed document file numbers, and planimetric features as required. Upon

close of escrow, NCE will set the final monuments as 5/8" rebar w/ plastic caps or nail and tag as required by N.R.S. 625 and submit the plat for recording to the Carson City Recorder's office in accordance with N.R.S. and local government ordinances.

Deliverables:

1. Right-of-way summary
2. Right-of-way maps
3. Preliminary title reports and updated vesting deeds (19)
4. Boundary survey (19 parcels)
5. Legal descriptions and exhibits (on 19 parcels)
6. Legal descriptions, exhibits, and Record of Survey Plats (6 for partial acquisitions)

Assumptions:

1. Acquisition and appraisal services are not included.
2. NDOT will not have oversight of right of way activities required for the Complete Streets project. See Task 20 Local Public Agency Coordination for work related to NDOT oversight of the Overhead Utility Undergrounding project.

### **TASK 12 – PRELIMINARY DESIGN (30% P&E)**

NCE will evaluate the condition of the existing curb and gutter, sidewalk, pedestrian ramps, driveway approaches, and multi-use path to remain based on criteria agreed upon with the City. Curb and gutter, sidewalk, driveway approaches, and multi-use path deemed inadequate will be shown as to be replaced, to the nearest panel, in the preliminary plans. NCE will also evaluate existing pedestrian ramp and pedestrian path configurations and locations for ADA compliance and provide recommendations for replacement, as appropriate.

NCE will use the preferred alternative of the corridor improvements to prepare 30% preliminary civil improvement plans in accordance with City standards. Civil improvement plans will be prepared with AutoCAD Civil 3D 2022 with design elements having appropriate 3D references/properties. The 22"x34" plan set will consist of graphic representations reviewed by a Licensed Civil Engineer showing the project limits, right-of-way and parcel lines, curb lines and medians, curb returns and driveways, anticipated pavement treatment options, proposed water, sewer, storm drain, and fiber optic improvements in plan view, and typical cross sections that show the pavement rehabilitation treatments, lane widths, medians, sidewalks, landscape buffers, and landscape areas. Drawings and details will be consistent with the latest editions of the Standard Specifications for Public Works Construction and the Standard Details for Public Works Construction or as approved by the City during project review and discussion.

The following types of plan sheets are anticipated:

1. Title Sheet
2. Notes, Legends, and Abbreviations
3. Key Map
4. Demolition Plans
5. Horizontal Control Plans
6. Improvement Plans
7. Grading and Drainage Plans and Profiles
8. Cross Sections
9. Striping Plans
10. Civil Details
11. Striping Details
12. Landscape Layout Plans
13. Landscape Details
14. Irrigation Layout Plans
15. Irrigation Details
16. Electrical and Lighting Plans
17. Electrical Details
18. Traffic Signal Modification Plans
19. Traffic Signal Details

NCE will prepare the 30% Engineer's Estimate of Probable Construction Cost (estimate). The estimate will be prepared using the approximate quantities of the work items at this phase of design with a 30% contingency. The estimate will be prepared in MS Excel format and will be based on recent construction cost data available to NCE and the City for projects of this type and this location. The estimate will be updated and refined as the design effort progresses.

The 30% P&E will be reviewed by NCE's QA/QC manager prior to submitting it to the City. NCE assumes that the City will provide red-line comments on the plans using Bluebeam and NCE will respond to the comments in Bluebeam. NCE assumes that the City will provide comments on the estimate via email or PDF markup and NCE will respond in similar format.

Subsequent to the City's review period, NCE will participate in a 30% design review meeting with city staff to review the design and discuss pertinent comments to be addressed for the 60% PS&E.

The 30% P&E will include landscape/irrigation, traffic signal modifications and electrical/lighting design. The scope of work for both design elements is described below. As the design progresses, both design elements will be advanced to the subsequent design stages.

**Landscape and Irrigation:**

NCE will prepare landscape and irrigation PS&E for the project. The design stages will include a schematic landscape master plan that will be presented to city staff, and the various design submittals.

**Schematic Landscape Master Plan:**

Based on the landscape design standards and goals received from the Client, NCE will prepare a Schematic Landscape Master Plan. The Schematic Landscape Master Plan will depict the schematic layout of plantings, site furnishings, pavements and lighting. NCE will present the Draft Schematic Landscape Master Plan to the City staff for their review and input. Comments from the City staff will be summarized and will guide the design of the PS&E.

NCE will prepare plans for the project that will indicate the relative location of plantings, including a plant list and irrigation plans. NCE anticipates preparing the following drawings:

**Planting Plans:**

- Draft Planting Plans and Plant List
- Draft Planting Details

**Irrigation Plans which depict:**

- Connections to existing water meters and backflows
- Mainline layout and remote-control valve locations
- Layout of all irrigation sprinklers, drip line and bubblers
- Valving of planting zones based on plant type, slope and exposure
- Lateral piping of valves to sprinklers, bubblers and drip irrigation
- Irrigation legend, notes, and details
- Irrigation water use calculations per local and state ordinance

**Electrical Design:**

NCE will provide the electrical design for the project. The lighting design along E. William Street from North Carson Street to Stewart Street will follow the aesthetic of the existing downtown Carson City Lighting which is the "Carson City" style fixture by Sternberg lighting mounted atop a 12' pole. The lighting design from Stewart Street to I-580 along E. William Street will be new cobra head luminaires using a similar style of the recent South Carson Street project with steel poles and roadway luminaires.

The electrical design scope of work includes drawings and specifications for new street lighting, relocating and/or removing the existing street lighting, irrigation control power, miscellaneous electrical connections, electrical service points for lighting and signalized intersections, electrical connections for 2 EV charging stations, and coordination with NV Energy for electrical utility relocations and new service requirements. The scope of work includes photometric calculations and electrical load and voltage drop calculations.

**Traffic Signal Modifications:**

NCE will provide plans, specifications, and engineer's estimate for modification of the traffic signal system for the various stages of design. This task and budget are for the design of all necessary and optional work items described in the East William Street Traffic Signal Modifications & Interconnect Review memo. The following intersections are included in this scope of work:

1. N. Carson Street/E. William Street
2. N. Stewart Street/E. William Street
3. N. Roop Street/E. William Street
4. N. Saliman Street/E. William Street

5. Gold Dust West Way/E. William Street
6. Replace NDOT ATR station at Mills Park (assumes no NDOT permit process)

This scope of work includes establishing new equipment locations consistent with the final intersection configurations (new curb returns, new pedestrian ramps, new pedestrian buttons, new poles, intersection reconfiguration, etc.), reviewing and improving signal head alignments, upgrades addressing ADA and MUTCD compliance, where needed, providing station/offset points for signal pole/mast arm alignment, reviewing signal phasing (preparing coordination signal timing plans is excluded but can be provided, if desired, under an additional task with additional budget), design of new conduit, conductors, push button locations, and other equipment, specification of new cabinets, controller, or detection equipment, detailed coordination of push buttons relative to pedestrian ramp design for ADA compliance, providing notes, equipment schedules, and conduit/conductor schedules.

Deliverables:

1. Schematic landscape master plan – PDF
2. 30% plans – PDF
3. 30% cost estimate - PDF

Assumptions:

1. City to provide one consolidated set of comments on the 30% plans
2. NCE and City will meet to review the 30% P&E (assume 2-hour meeting).

### **TASK 13 – DRAINAGE ANALYSIS**

The drainage analysis will be prepared according to the methods and criteria presented in the Carson City Drainage Manual (Drainage Manual), effective July 1, 2021. The drainage analysis to support the design of the improvements will be based on the Preliminary Drainage Analysis completed for the preferred alternative for East William Street.

#### **A. Initial Drainage and Storm Water Meeting**

NCE will meet with representatives of the City to discuss the drainage and storm water improvements and costs included in the preferred alternative to obtain direction prior to the progression of the design.

Deliverables:

1. Meeting agenda and notes for one (1) Initial Drainage and Storm Water Meeting.

#### **B. Preliminary Technical Drainage Study**

NCE will prepare a Preliminary Technical Drainage Study to support the drainage and storm water treatment improvements included in the 60% design submittal. The study will follow the outline included in the Drainage Manual and will detail the offsite drainage conditions, existing flow conditions within the Project Area in the Major (100-year) and Minor (10-year) design storm events, proposed drainage facilities and their impacts on the flow conditions within the Project Area, water quality design calculations, constraints of the design, and compliance with regulations including areas where the design does not meet Carson City criteria with supporting justification. After submittal of the study to the City, NCE will meet

with the City to discuss comments on the proposed drainage features and analysis. The City's comments and discussions will be addressed in the Final Technical Drainage Study.

Deliverables:

1. Preliminary Technical Drainage Study – PDF
2. Meeting agenda and notes for one (1) Preliminary Technical Drainage Study Meeting

### **C. Final Technical Drainage Study**

Based on the comments and feedback from the City on the Preliminary Technical Drainage Study, NCE will revise the analysis and documentation and prepare a Draft Final Technical Drainage Study to be submitted with the 90% design package. The analysis will incorporate changes to the design that occur between the preliminary and 90% submittals. After receiving comments from the City, NCE will prepare and submit the Final Technical Drainage Study.

Deliverables:

1. Draft Final and Final Technical Drainage Study – PDF

## **Task 14 - NEPA**

### **A. NEPA Categorical Exclusion (CE) Package**

NCE will develop NEPA materials in support of a Categorical Exclusion (CE) under NEPA. Pursuant to Council of Environmental Quality's (CEQ's) regulations, the Federal Highway Administration (FHWA) has defined categories of actions that do not involve significant environmental impacts. The FHWA uses a distinct checklist and CE categories which NCE will use for this project as a basis for developing and providing FHWA with NEPA review materials. NCE will review the project to determine if it falls under either 'C-list' CE (found in 23 CFR 771.118(c)) or 'D-list' CEs, located in 23 CFR 771.118(d), and will communicate to Carson City and FHWA to verify which classification is appropriate to exclude this project from further environmental documentation and review. One NEPA document will be prepared for the Complete Street and Overhead Utility Undergrounding projects.

NCE will work with the City to develop a Project Description and project boundary to use in initial consultations with agencies and verify resource topics affected, field studies, assist with State Historic Preservation Office (SHPO) consultations, and provide materials in support of a NEPA CE. As the lead federal agency, FHWA will coordinate consultation efforts with SHPO.

As part of the NEPA CE package, NCE will prepare a Project Description for review and approval by the City. The Project Description will include design details of the proposed project; a discussion of existing and proposed rights-of-way and easements; a list of construction methods and excavation depths; an anticipated construction schedule; and other relevant details to allow a thorough impact analysis in support of environmental review. Once the Project Description is finalized, it will become integrated into technical studies and the CE checklist to assist with environmental review.



As part of a recent planning effort, NCE identified field studies that would be required to support this NEPA effort. Those field studies and reports will be completed (as detailed in Task 11B) and will be integrated into the NEPA CE package.

Using the final Project Description and technical reports developed under Task 14B, NCE will prepare a CE checklist consistent with the Council on Environmental Quality's (CEQ) NEPA implementing regulations (40 CFR parts 1500-1508) and the FHWA environmental impact regulations (23 CFR part 771). The CE checklist will meet the FHWA's requirements for information required for a Categorical Exclusion (23 CFR Part 771.118).

The Draft CE Checklist will be provided to the City for review and comment. Once comments are addressed, NCE will prepare a Final CE Checklist including backup documentation for the NEPA submittal package. The FHWA will review the project to ensure the CE is appropriate, and to determine whether other environmental laws/requirements apply, or unusual circumstances exist. In order for NEPA clearance to be complete, FHWA's consultation with SHPO will need to be completed.

**Deliverable:**

1. FHWA CE Checklist and supporting materials (NEPA CE Package)

**Assumptions:**

1. One NEPA document will be required for both the Complete Street and Overhead Utility Undergrounding projects that is anticipated to be a Cat Ex.
2. FHWA will be the lead agency. NDOT review and approval of the NEPA document is not required prior of submittal to FHWA. The NEPA document will be submitted by the City to FHWA and NDOT at the same time. Separate submittals to and review by NDOT, prior to submittal to FHWA, are not included.

## **B. Technical Studies**

### **B1. Biological Resources**

In support of the NEPA environmental document, NCE will conduct a special status species (SSS) reconnaissance-level field survey and prepare a SSS technical memorandum, building on the results from previous SSS database searches with the Nevada Natural Heritage Program (NNHP), Nevada Department of Wildlife (NDOW), and the United States Fish and Wildlife Service (USFWS).

The purpose of the reconnaissance-level field survey will be to determine if SSS habitat is present in proposed work areas, to verify the results of the database research, identify existing or potential raptor or migratory bird nests, existing or potential bat roosting sites, and document noxious weeds present within the project area. The field survey will be conducted during the spring/summer/early fall months, beginning around sunrise and lasting through mid-morning, and will occur during favorable weather (no rain or snow).

NCE will prepare a SSS technical memorandum that presents the database search results, field survey approach and results, and recommendations, if appropriate.

**Deliverables:**

1. Draft and final SSS technical memorandum

**Assumptions:**

1. No SSS will be identified within the project area and no impacts to SSS will occur

**B.2 Cultural Resources Investigation**

For the project to be considered a Categorical Exclusion (CE) under NEPA, NCE recommends, as an important first step, a kick-off call with FHWA to discuss the proposed approach outlined below, for addressing architectural and archaeological resources. Prior to the call, it is recommended to share the Preliminary APE map for review and as a discussion topic during the call. Establishing a formal APE boundary including potential direct and indirect impacts to nearby cultural resources will be necessary. Up to two additional meetings with the FHWA are anticipated during this task.

- Approach to architectural resources
  - NCE recommends that identified resources within or adjacent to the APE be left unevaluated and treated as National Register eligible. This would forego the need for a detailed architectural inventory and associated resource form and report development.
  - In lieu of an Architectural Inventory Report, NCE would prepare an Impact Assessment Report to justify the recommendation of No Adverse Effect to architectural resources.
- Approach to archaeological resources
  - The project area consists of a highly developed urban corridor and very little previously undisturbed ground is present. As a result, NCE recommends that an intensive archaeological inventory not be conducted.
  - In lieu of a formal field survey, emphasis should be placed on the development of a monitoring program that would allow for the documentation and evaluation of archaeological resources encountered during the construction of the Project. Portions of the APE where there is a greater likelihood of encountering subsurface archaeological resources would be identified. Key factors include the location of previously recorded archaeological resources, the location of historic-aged utilities and infrastructure (e.g., storm drain, water, and sewer mains, etc.), and the depth of proposed Project-related disturbance.
  - NCE will develop an Archaeological Monitoring Plan outlining the approach above and the steps necessary following a discovery (i.e., recordation and documentation protocols). This would be a stand-alone report from the Impact Assessment report.

Assuming the FHWA (and subsequently the SHPO) agrees to this approach, NCE will proceed with preparation of the Impact Assessment Report and Archaeological Monitoring Plan, as outlined above. The reports will be prepared by a Secretary of Interior (SOI) qualified archaeologist. The Impact Assessment Report will be reviewed by an SOI qualified architectural historian. The material developed by NCE will be provided to the City for review. Once comments have been incorporated, it is recommended that the City provide the revised draft material to the FHWA, who in turn will consult with the SHPO. Based on



past experience, it is recommended that neither NCE nor the City communicate directly with SHPO, as that will be the responsibility of the FHWA. In general, report review timeframes for both the FHWA and SHPO, are expected to be 30 days each. One round of revision from each of the FHWA and the SHPO is anticipated for each report.

Deliverables:

1. FHWA meeting agenda and summaries provided to the parties involved
2. Draft and final Impact Assessment Report
3. Draft and final Archaeological Monitoring Plan

### **B.3 Section 4(f) De Minimis Evaluation and Memorandum**

As a result of the pre-NEPA efforts, it was concluded the project may impact Mills Park, a Section 4(f) property. NCE assumes the proposed impacts to Mills Park can be considered a De Minimis Impact. According to the Federal Highway Administration Section 4(f) De Minimis Impact for Parks, Recreation Areas, and Refuges, projects that propose to impact 4(f) properties must be evaluated to determine if the following three criteria are satisfied:

"1) the transportation use of the Section 4(f) resources does not adversely affect the activities, features, and attributes that qualify the resource for protection under Section 4(f), 2) the public has been afforded an opportunity to review and comment on the effects of the project on the protected activities, features, and attributes of the Section 4(f) resource, and 3) the official(s) with jurisdiction over the property are informed of U.S. DOT's intent to make the de minimis impact determination based on their written concurrence that the project will not adversely affect the activities, features, and attributes that qualify the property for protection under Section 4(f)."

NCE will evaluate the use and potential impact to the Section 4(f) property (Mills Park) by developing a memorandum that includes the following information for NDOT and FHWA to issue written concurrence of de minimis finding:

- Description of activities, features, and attributes of Section 4(f) property
- Description of use of Section 4(f) property (evaluation of impact)
- Avoidance or minimization measures incorporated
- Archaeological and historic sites within Section 4(f) Property

Once the FHWA determines that a transportation use of Section 4(f) property, after consideration of impact avoidance, minimization, and mitigation or enhancement measures, results in a de minimis impact on that property, an analysis of avoidance alternatives is not required, and the Section 4(f) evaluation process is complete.

Deliverables:

1. Section 4(f) De Minimis Memorandum

Assumptions:

1. Preparation of a De Minimis Memorandum will be sufficient for USDOT and NDOT to verify de minimis impact findings

2. A de minimis determination is the appropriate level of documentation required to satisfy Section 4(f) requirements of NEPA

### **TASK 15 – FINAL DESIGN (60% PS&E, 90% PS&E, FINAL PS&E)**

#### **A. 60% PS&E**

The 30% P&E will be revised to advance the design to the 60% design phase and to incorporate comments received from the City on the 30% P&E. NCE will provide a response to comments provided by the City as part of the 30% P&E review.

The 60% civil improvement plans will incorporate design elements and details expected at this stage of completion, including layout plans for demolition and removal, civil design improvements including sidewalk widening, curb ramps, pavement treatments, medians, sidewalk repairs, gutter flow line for drainage repairs, grading and drainage plans including storm drain plan and profiles, water, sewer, and fiber optic improvements plan and profiles, and typical cross sections and pertinent details. The plans will include electrical/lighting plans and details, and traffic signal modification designs, planting and irrigation plans, placemaking locations, and striping and signage plans, including details.

Traffic control plans are not included in this scope of work. Technical specifications for traffic control will include language regarding submittal of traffic control plans by the contractor.

NCE will conduct a constructability review during the preparation of the 60% PS&E. Comments and notes collected during the constructability review will be considered and incorporated as applicable into the 60% PS&E.

NCE assumes that the City will prepare the front-end contract documents and NCE will prepare the technical specifications. Technical specifications will be provided at the 60%, 90%, and Final design stages.

The technical specifications will be prepared in MS Word format and will be based on Orange Book Standard Specifications, latest edition.

The 30% estimate will be refined and updated with the quantities shown on the 60% plans. Revisions to unit costs in the estimate will be made as appropriate to reflect the bidding climate at the time. The estimate will be submitted in MS Excel format including a 20% contingency.

A quality assurance (QA) review of the 60% PS&E package will be conducted by NCE's QA/QC Manager on the project. Comments resulting from the QA review will be incorporated prior to submittal of the 60% PS&E to the City.

NCE assumes that the City will provide red-line comments on the plans using Bluebeam and NCE will respond to the comments in Bluebeam. NCE assumes that the City will provide comments on the specifications and estimate via email or PDF markup and NCE will respond in similar format.

Subsequent to the City's review period, NCE will participate in a 60% design review meeting with City staff to review the design and discuss pertinent comments to be addressed for the 90% PS&E.

Deliverables:

1. Electronic copy of 60% PS&E (plans, technical specifications, and estimate).
2. Two 11"x17" 60% plan sets.
3. Response to comments.

Assumptions:

1. City to provide one consolidated set of comments on the 60% PS&E.
2. Traffic control plans are not included in this scope of work.
3. NCE and City will meet to review the 60% PS&E (assume 2-hour meeting).

**B. 90% PS&E**

The 60% PS&E will be revised to advance the design to the next phase and to incorporate comments received from the City. NCE will provide a response to each comment that is provided by the City.

NCE will participate in a one-day constructability review workshop, to be held early in the 90% design development phase, put on by the City or City's other consultant.

The 90% PS&E will include additional design information and details typically expected at this stage of completion including but not limited to layout information for the improvements (civil, landscape, electrical, traffic), elevations, construction notes, materials, and refined and updated details. The technical specifications will be revised and updated as necessary to reflect the work items shown on the plans and bid item clarifications will be provided. NCE will prepare the bid item clarifications in accordance with the bid schedule established as part of the estimate.

The 60% estimate will be refined and updated with the quantities shown on the 90% plans. Revisions to unit costs in the estimate will be made as appropriate to reflect the bidding climate at the time. The estimate will be submitted in MS Excel format including a 15% contingency.

A quality assurance (QA) review of the 90% PS&E package will be conducted by NCE's QA/QC Manager on the project. Comments resulting from the QA review will be incorporated prior to submittal of the 90% PS&E to the City.

NCE assumes that the City will provide red-line comments on the plans using Bluebeam and NCE will respond to the comments in Bluebeam. NCE assumes that the City will provide comments on the specifications and estimate via email or PDF markup and NCE will respond in similar format.

Subsequent to the City's review period, NCE will participate in a 90% design review meeting with City staff to review the design and discuss pertinent comments to be addressed for the Final PS&E.

**Deliverables:**

1. Electronic copy of 90% PS&E (plans, technical specifications, bid item clarifications, and estimate).
2. Two full-size 90% plan sets.
3. Two 11"x17" 90% plan sets.
4. Response to comments.

**Assumptions:**

1. City to provide one consolidated set of comments on the 90% PS&E.
2. NCE and City will meet to review the 90% PS&E (assume 2-hour meeting).
3. Independent cost estimating, risk assessment, and value engineering is not included.

**C. Final PS&E and Issued for Bid**

The 90% PS&E will be revised to advance the design to the final stage and to incorporate comments received from the City. NCE will provide a response to each comment that is provided by the City.

The 100% PS&E will include additional design information and details typically expected at this stage of completion, such as additional construction details, and finalized planting, irrigation, electrical and traffic engineering designs. The 100% PS&E will be packaged and submitted similar to the 90% PS&E, unless directed otherwise.

The technical specifications will be further refined at this stage of the design. We will review and comment on the City's front-end documents (e.g., Bid and Contract Forms, General Provisions, Special Provisions, etc.), which the City will prepare and provide. The Engineer's Cost Estimate will be updated to reflect the revised quantities of work depicted on the plans. The Final PS&E will be delivered to the City in both hard copy and electronic formats.

NCE will address any additional comments received on the 100% PS&E and prepare Issued for Bid documents. The IFB documents will be reviewed, stamped, and signed by NCE's engineer of record, landscape architect, traffic engineer, and electrical engineer.

**Deliverables:**

1. Electronic copy of 100% and IFB PS&E.
2. Two full-size and two 11"x17" plan sets of the 100% PS&E.
3. Two full-size and two 11"x17" plans sets and .dwg files of the IFB PS&E.
4. One (1) wet-signed copy of the IFB plans, technical specifications, and engineer's estimate.
5. Response to comments.

**Assumptions:**

1. City to provide one consolidated set of comments on the 100% PS&E.

**TASK 16 – PERMITTING SUPPORT****A. Nevada Department of Transportation (NDOT).**

NCE will schedule a pre-application meeting with NDOT upon completion of the 60% plan set. NCE will prepare and submit the necessary documentation required to obtain NDOT approval of the proposed bike lane striping near I-580. This will require completion of an encroachment permit application and plans depicting improvements in NDOT R/W.

**B. Nevada Division of Environmental Protection (NDEP).**

NCE will prepare and submit two (2) sets of stamped Final Plans and Specifications to the City so that City may submit documentation to Nevada Division of Environmental Protection, Bureau of Safe Drinking Water (NDEP-BSDW) and Nevada Division of Environmental Protection, Bureau of Water Pollution Control (NDEP-BWPC). NCE will assist with implementation of revisions requested by NDEP-BSDW and/or NDEP-BWPC as appropriate and will provide additional coordination with the City as necessary, until final approval letter(s) for the Project have been obtained.

## Deliverables:

1. NDOT encroachment permit application and supporting materials
2. Two (2) full size (22"x34") stamped plans and specifications

## Assumptions:

1. Assumes one (1) round of comments/revisions will be required from NDEP

**TASK 17- BIDDING SUPPORT**

NCE will provide assistance during the advertisement and bidding period of the project. This will include attendance at the pre-bid meeting, preparation of written responses to request for information (RFIs) received about the project design, and preparation of up to one (1) plan revision and clarifications to the PS&E that are deemed necessary.

## Deliverables:

1. Attend pre-bid meeting.
2. Prepare responses to (RFIs) received regarding project design.
3. One (1) plan revision and clarification to PS&E.

## Assumptions:

1. City will determine the responsiveness of bids received and tabulate bid results.
2. City will prepare pre-bid meeting agenda, notes, and addendums.

**TASK 18- CONSTRUCTION SERVICES SUPPORT**

NCE will provide support services to the City during the construction phase of the project. These services are anticipated to include attendance at the pre-construction conference, reviewing Contractor submittals and responding to Contractor requests for information (RFIs), providing recommendations for design changes due to unforeseen field conditions, construction site visits, and preparation of Record Drawings from marked as-built plans

supplied by the City's Contractor. The Record Drawings will be furnished to the City in both printed and electronic formats.

Deliverables:

1. Attend pre-construction conference.
2. Assist with review of Contractor's submittals and RFIs.
3. Provide recommendations for necessary design changes due to unforeseen conditions.
4. Perform up to 20 site visits with 2 hours on site.
5. Prepare and submit record drawings based upon the Contractor's representation of construction (one printed copy and one electronic copy in AutoCAD and PDF formats).

Assumptions:

1. Attendance at weekly construction meetings, construction management, inspection, surveying, and materials testing are not included.

## **Tasks 19- 24 are for the Overhead Utility Undergrounding project**

### **TASK 19 – UTILITY UNDERGROUNDING RIGHT-OF-WAY (ROW) ENGINEERING**

#### **A. Right-of-Way Setting**

NCE will participate in a meeting to set the right-of-way requirements for the project. NCE will prepare a right-of-way summary that identifies all easements necessary to construct the project including partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, and easement purpose. The summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

#### **B. Right-of-Way Maps**

NCE will prepare right-of-way maps including existing and proposed easements, existing right-of-way, APN, owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

#### **C. Preliminary Title Reports**

It is estimated that temporary construction easements and permanent utility easements on ten (10) parcels will be required for construction of overhead to underground utility improvements. NCE will obtain ten (10) preliminary title reports including exceptions and updates. NCE will coordinate necessary revisions to the preliminary title reports with the title company. NCE will deliver the electronic preliminary title reports to the City. NCE assumes one update to each of the 10 title reports will be required for the duration of the project. NCE will coordinate the updates with the title company and deliver the updated title reports to the City.

#### **D. Boundary Survey and Legal Descriptions**

NCE will review title reports for an estimated ten (10) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions

detailed within the exceptions portion of said reports. NCE will utilize City records to obtain deeds and other record data identified above related to the parcels to be surveyed. NCE will use this information to create digital AutoCAD boundary line work which will be used to generate survey search coordinates for boundary monuments associated with the subject parcels.

NCE will then perform field boundary surveys of the subject parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels. NCE will utilize record boundary information in conjunction with the data gathered in the field to resolve the parcels' boundaries and prepare a digital boundary base map for the subject parcels. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

NCE will utilize the boundary base map to prepare legal descriptions and exhibit figures for easements on 10 parcels. If required, NCE will amend legal descriptions and update exhibit figures as necessary throughout the design and review process for the project.

Deliverables:

1. Right-of-way summary
2. Right-of-way maps
3. Preliminary title reports and updated vesting deeds (10)
4. Boundary survey (10 parcels)
5. Legal descriptions and exhibits (on 10 parcels)

Assumptions:

1. Acquisition and appraisal services are not included.
2. NDOT will have oversight of right of way activities required for the Overhead Utility Undergrounding project. See Task 20 Local Public Agency Coordination for work related to NDOT oversight of the Overhead Utility Undergrounding project.

### **TASK 20 – LOCAL PUBLIC AGENCY (LPA) COORDINATION**

NCE will work closely with NDOT and the City to ensure the applicable federal and state requirements are met to obtain a notice to proceed with advertisement for construction of the Overhead Utility Undergrounding project. NCE will attend the NDOT project kick-off meeting, provide copies of all PS&E submittals (30%, 60%, 90%, and Final Bid Package), respond to comments, and provide certification the project has been designed to the relevant standards as determined at the kick-off meeting. NCE will provide support to the City, as requested, for the right-of-way and utility certification process.

Assumptions:

1. We have assumed up to 45 hours for this task.



**TASK 21 – UTILITY UNDERGROUNDING PRELIMINARY DESIGN (30% P&E)**

NCE will prepare 30% preliminary civil improvement plans and estimate for the Overhead Utility Undergrounding project in accordance with City and utility company standards. NCE will gather and document utility design requirements, guidelines, and standards for undergrounding utilities. Civil improvement plans will be prepared with AutoCAD Civil 3D 2022 with design elements having appropriate 3D references/properties. The 22"x34" plan set will consist of graphic representations reviewed by a Licensed Civil Engineer showing the project limits, right-of-way and parcel lines, existing utilities and site conditions, proposed underground location of the joint trench, both in the horizontal and vertical location, typical sections of the joint and service trenches, and connections to adjacent properties. The design plans will use the topographic survey and utility base map prepared as part of the Complete Streets project.

Drawings and details will be consistent with the latest editions of the Standard Specifications for Public Works Construction and the Standard Details for Public Works Construction or as approved by the City and utility companies during project review and discussion.

The following types of plan sheets are anticipated:

1. Title Sheet
2. Notes, Legends, and Abbreviations
3. Key Map
4. Typical Section for the joint trench
5. Plan and Profile of joint trench
6. Electrical Plans
7. Traffic Signal Plans (interim modifications)
8. Utility Designs (By Others)

NCE will prepare the 30% Engineer's Estimate of Probable Construction Cost (estimate). The estimate will be prepared using the approximate quantities of the work items at this phase of design with a 30% contingency. The estimate will be prepared in MS Excel format and will be based on recent construction cost data available to NCE and the City for projects of this type and this location. The estimate will be updated and refined as the design effort progresses.

The 30% P&E will be reviewed by NCE's QA/QC manager prior to submitting it to the City. NCE assumes that the City will provide red-line comments on the plans using Bluebeam and NCE will respond to the comments in Bluebeam. NCE assumes that the City will provide comments on the estimate via email or PDF markup and NCE will respond in similar format.

Subsequent to the City's review period, NCE will participate in a 30% design review meeting with city staff to review the design and discuss pertinent comments to be addressed for the 60% PS&E.

The 30% P&E will include electrical design and interim traffic signal modifications. The scope of work for both design elements is described below. As the design progresses, both design elements will be advanced to the subsequent design stages.



**Electrical Design:**

NCE will conduct a field investigation to determine which private properties will require conversion from overhead to underground service for power, telephone, and/or cable television services. This will develop the scope of work for each underground conversion to assist in the conversation with each private property owner. NCE will develop construction documents to demonstrate the conversions. The electrical design will show the required buried conduit, pull boxes, feeders, and new electrical equipment needed as part of the service connection from the joint underground facility to the adjacent parcel service connection panels including, but not limited to, underground pull sections and meters. We anticipate up to seven locations will require conversion from overhead to underground.

**Interim Traffic Signal Modifications:**

NCE will provide traffic engineering design services including the preparation of PS&E for interim (first phase) modifications to the traffic signal system, related to utility relocations, at the following intersections.

- Carson Street/E. William Street
- Stewart Street/E. William Street
- Roop Street/E. William Street
- Saliman Road/E. William Street

The scope of work includes coordination of new metered services for traffic signals, addressing interim conditions such as detection and equipment necessary for signal operation during utility relocations, ensuring utility relocations do not conflict with future signal modifications, and design of any interim condition conduit, conductors, push button locations, or other equipment.

## Deliverables:

1. 30% plans – PDF
2. 30% cost estimate - PDF

## Assumptions:

1. City will provide one consolidated set of comments on the 30% P&E.
2. NCE and City will meet to review the 30% P&E (assume 2-hour meeting).

**Task 22 – Utility Undergrounding Final Design (60% PS&E, 90% PS&E, Final PS&E)****A. 60% PS&E**

The 30% P&E will be revised to advance the design to the 60% design phase and to incorporate comments received from the City on the 30% P&E. NCE will provide a response to comments provided by the City as part of the 30% P&E review.

The 60% civil improvement plans will incorporate design elements and details expected at this stage of completion, including layout plans for the joint trench, typical cross sections and pertinent details. The plans will include traffic signal modification designs, and electrical drawings, including details.

Traffic control plans are not included in this scope of work. Technical specifications for traffic control will include language regarding submittal of traffic control plans by the contractor.

NCE will conduct a constructability review during the preparation of the 60% PS&E. Comments and notes collected during the constructability review will be considered and incorporated as applicable into the 60% PS&E.

NCE assumes that the City will prepare the front-end contract documents and NCE will prepare the technical specifications. Technical specifications will be provided at the 60%, 90%, and Final design stages.

The technical specifications will be prepared in MS Word format and will be based on Orange Book Standard Specifications, latest edition.

The 30% estimate will be refined and updated with the quantities shown on the 60% plans. Revisions to unit costs in the estimate will be made as appropriate to reflect the bidding climate at the time. The estimate will be submitted in MS Excel format including a 20% contingency.

A quality assurance (QA) review of the 60% PS&E package will be conducted by NCE's QA/QC Manager on the project. Comments resulting from the QA review will be incorporated prior to submittal of the 60% PS&E to the City.

NCE assumes that the City will provide red-line comments on the plans using Bluebeam and NCE will respond to the comments in Bluebeam. NCE assumes that the City will provide comments on the specifications and estimate via email or PDF markup and NCE will respond in similar format.

Subsequent to the City's review period, NCE will participate in a 60% design review meeting with City staff to review the design and discuss pertinent comments to be addressed for the 90% PS&E.

Deliverables:

1. Electronic copy of 60% PS&E (plans, technical specifications, and estimate).
2. Two 11"x17" 60% plan sets.
3. Response to comments.

Assumptions:

1. City to provide one consolidated set of comments on the 60% P&E.
2. Traffic control plans are not included in this scope of work.
3. NCE and City will meet to review the 60% PS&E (assume 2-hour meeting).

**B. 90% PS&E**

The 60% PS&E will be revised to advance the design to the next phase and to incorporate comments received from the City. NCE will provide a response to each comment that is provided by the City.

The 90% PS&E will include additional design information and details typically expected at this stage of completion including but not limited to layout information for the

improvements, elevations, construction notes, materials, and refined and updated details. The technical specifications will be revised and updated as necessary to reflect the work items shown on the plans. NCE will prepare the bid item clarifications in accordance with the bid schedule established as part of the estimate.

The 60% estimate will be refined and updated with the quantities shown on the 90% plans. Revisions to unit costs in the estimate will be made as appropriate to reflect the bidding climate at the time. The estimate will be submitted in MS Excel format including a 15% contingency.

A quality assurance (QA) review of the 90% PS&E package will be conducted by NCE's QA/QC Manager on the project. Comments resulting from the QA review will be incorporated prior to submittal of the 90% PS&E to the City.

NCE assumes that the City will provide red-line comments on the plans using Bluebeam and NCE will respond to the comments in Bluebeam. NCE assumes that the City will provide comments on the specifications and estimate via email or PDF markup and NCE will respond in similar format.

Subsequent to the City's review period, NCE will participate in a 90% design review meeting with City staff to review the design and discuss pertinent comments to be addressed for the Final PS&E.

#### Deliverables:

1. Electronic copy of 90% PS&E (plans, technical specifications, bid item clarifications, and estimate).
2. Two full-size 90% plan sets.
3. Two 11"x17" 90% plan sets.
4. Response to comments.

#### Assumptions:

1. City to provide one consolidated set of comments on the 90% PS&E.
2. NCE and City will meet to review the 90% PS&E (assume 2-hour meeting).
3. Independent cost estimating, risk assessment, and value engineering is not included.

### **C. Final PS&E and Issued for Bid**

The 90% PS&E will be revised to advance the design to the final stage and to incorporate comments received from the City. NCE will provide a response to each comment that is provided by the City.

The 100% PS&E will include additional design information and details typically expected at this stage of completion, such as additional construction details. The 100% PS&E will be packaged and submitted similar to the 90% PS&E, unless directed otherwise.

The technical specifications will be further refined at this stage of the design. We will review and comment on the City's front-end documents (e.g., Bid and Contract Forms, General Provisions, Special Provisions, etc.), which the City will prepare and provide. The Engineer's Cost Estimate will be updated to reflect the revised quantities of work depicted on the plans. The Final PS&E will be delivered to the City in both hard copy and electronic formats.

NCE will address any additional comments received on the 100% PS&E and prepare Issued for Bid documents. The IFB documents will be reviewed, stamped, and signed by NCE's engineer of record, landscape architect, traffic engineer, and electrical engineer.

Deliverables:

1. Electronic copy of 100% and IFB PS&E.
2. Two full-size and two 11"x17" plan sets of the 100% PS&E.
3. Two full-size and two 11"x17" plans sets and .dwg files of the IFB PS&E.
4. One (1) wet-signed copy of the IFB plans, technical specifications, and engineer's estimate.
5. Response to comments.

Assumptions:

1. City to provide one consolidated set of comments on the 100% PS&E.

**TASK 23- UTILITY UNDERGROUNDING BIDDING SUPPORT**

NCE will provide assistance during the advertisement and bidding period of the project. This will include attendance at the pre-bid meeting, preparation of written responses to request for information (RFIs) received about the project design, and preparation of up to one (1) plan revision and clarifications to the PS&E that are deemed necessary.

Deliverables:

1. Attend pre-bid meeting.
2. Prepare responses to (RFIs) received regarding project design.
3. One (1) plan revision and clarification to PS&E.

Assumptions:

1. City will determine the responsiveness of bids received and tabulate bid results.
2. City will prepare pre-bid meeting agenda, notes, and addendums.

**TASK 24- UTILITY UNDERGROUNDING CONSTRUCTION SERVICES SUPPORT**

NCE will provide support services to the City during the construction phase of the project. These services are anticipated to include attendance at the pre-construction conference, reviewing Contractor submittals and responding to Contractor requests for information (RFIs), providing recommendations for design changes due to unforeseen field conditions, construction site visits, and preparation of Record Drawings from marked as-built plans supplied by the City's Contractor. The Record Drawings will be furnished to the City in both printed and electronic formats.

Deliverables:

1. Attend pre-construction conference.
2. Assist with review of Contractor's submittals and RFIs.
3. Provide recommendations for necessary design changes due to unforeseen conditions.
4. Perform up to 5 site visits with 2 hours on site.
5. Prepare and submit record drawings based upon the Contractor's representation of construction (one printed copy and one electronic copy in AutoCAD and PDF formats).

Assumptions:

1. Attendance at weekly construction meetings, construction management, inspection, surveying, and materials testing are not included.

**TASK 25- OWNER DIRECTED SERVICES**

The intent of this task is to cover out of scope costs agreed to between NCE and the City that may arise throughout the duration of the project. No work shall be completed under this task without written authorization from Carson City.

The following activities shall be performed as part of this task:

- Additional design for improvements other than those listed in the Introduction to this Scope of Work. This work may result from the preliminary design completed under Task 12.
- Additional services other than those listed in Tasks 8-24 above, which may include, but not be limited to, supplemental survey, potholing, soil management plan, and architectural inventory.

Deliverables:

1. Deliverables will be negotiated if services are approved under this task.

Assumptions:

1. Work in this task may only proceed after approval is given from Carson City.

**ESTIMATED FEE AND SCHEDULE**

NCE proposes to provide our services on a time and materials basis in accordance with our Standard Schedule of Charges (Attachment A). We estimate our total fees for this scope of services will not exceed **\$1,930,458.00**. We have enclosed a detailed estimate of projected staff hours for the project to establish a basis of our estimated fees (Attachment B). Actual hours and fees may vary between tasks as the project progresses. We will notify you immediately of issues that would impact our estimate and will not perform work more than this estimate without your authorization.

NCE is prepared to begin work upon your authorization. Upon confirmation of this scope, we will develop a proposed schedule for discussion and review.

We appreciate the opportunity to provide these engineering services to Carson City and look forward to collaborating with you on this important project. If you have questions or additional requirements, please call me at (775) 772-1847.

Sincerely,  
NCE



Angela Hueftle, PE  
Principal

**ATTACHMENT A**

**EAST WILLIAM COMPLETE STREET AND OVERHEAD UTILITY UNDERGROUNDING  
PROJECTS FINAL DESIGN  
SCHEDULE OF CHARGES 2022**

**PROFESSIONAL SERVICES**

Principal.....	\$285/hour
Associate .....	\$225/hour
Senior II .....	\$195/hour
Senior I .....	\$185/hour
Project II .....	\$175/hour
Project I .....	\$165/hour
Staff II .....	\$155/hour
Staff I .....	\$145/hour

**TECHNICAL SERVICES**

Senior Construction Manager .....	\$150/(\$175-PW)/hour
Construction Inspector .....	\$130/(\$155-PW)/hour
Senior Designer .....	\$160/hour
CADD Designer .....	\$140/hour
CADD Technician.....	\$125/hour
Senior Field Scientist .....	\$125/hour
Field Scientist .....	\$105/hour
Senior Technician.....	\$130/(\$155-PW)/hour
Field/Engineering Technician.....	\$105/(\$130-PW)hour
Project Administrator .....	\$115/hour
Technical Editor .....	\$105/hour
Clerical .....	\$95/hour

**CONTRACT LABOR**

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

**LITIGATION SUPPORT**

Engineer/Scientist .....	\$345/hour
Court Appearances & Depositions .....	\$575/hour

**EQUIPMENT**

Plotter Usage.....	(separate fee schedule)
Truck .....	\$105/day
Automobile.....	IRS Standard Mileage Rate+5%
Falling Weight Deflectometer Testing .....	\$4,000/Day
Coring .....	\$5,000/Day
Environmental Equipment.....	(separate fee schedule)

**OUTSIDE SERVICES**

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. .... cost + 5%

**COMMUNICATION/  
REPRODUCTION**

.....  
In-house costs for postage, printing and copying ..... cost + 5%

**TERMS**

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

Task No.	Description	Hourly Rate	Principal \$285.00	Associate \$225.00	Senior II \$195.00	Project II \$175.00	Senior Designer \$160.00	Staff \$145.00	Senior Construction Manager \$150.00	Field Scientist \$105.00	Clerical \$95.00	Expenses	Subconsultant (includes 5% markup)	Totals
<b>8</b>	<b>Project Management/Meetings (CS and UU)</b>		<b>0</b>	<b>222</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>		<b>260</b>
	CS Team and Project Management			90								24	\$150	\$22,680.00
	CS Project Coordination			64										\$14,400.00
	UU Team and Project Management			40								14	\$150	\$10,480.00
	UU Project Coordination			28										\$6,300.00
	<b>Subtotal Fees</b>	<b>\$0.00</b>	<b>\$49,950.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,610.00</b>	<b>\$300.00</b>	<b>\$0.00</b>	<b>\$53,860.00</b>
<b>9</b>	<b>Utility Coordination (CS and UU)</b>		<b>6</b>	<b>0</b>	<b>12</b>	<b>168</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>288</b>
	Utility Coordination Meetings (12 meetings)		6			72	24							\$18,150.00
	Plan Submittals and Response to Comments				8	72	36							\$19,920.00
	Conflict Resolutions				4	24	40							\$11,380.00
	<b>Subtotal Fees</b>	<b>\$1,710.00</b>	<b>\$0.00</b>	<b>\$2,340.00</b>	<b>\$29,400.00</b>	<b>\$16,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$49,450.00</b>
<b>10</b>	<b>Public Outreach Support (CS)</b>		<b>52</b>	<b>40</b>	<b>0</b>	<b>24</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>158</b>
A	Community Information Meetings													
	Four Pre-CIM Meetings		16				16							\$7,120.00
	Exhibits (Up to 6)		2	40		24	16					\$700.00		\$17,030.00
	Participate at 2 CIMs		10				10							\$4,600.00
												\$225.00		\$7,065.00
B	Committee Meetings Support (6)		24											
	<b>Subtotal Fees</b>	<b>\$14,820.00</b>	<b>\$9,000.00</b>	<b>\$0.00</b>	<b>\$4,200.00</b>	<b>\$6,720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,075.00</b>	<b>\$0.00</b>	<b>\$35,815.00</b>
<b>11</b>	<b>Right-of-Way Engineering (CS)</b>		<b>9</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>104</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>223</b>
A	Right-of-Way Setting		2			4	24					\$50.00		\$5,160.00
B	Right-of-Way Maps		4				10	80				\$150.00		\$14,490.00
C	Preliminary Title Reports					16							\$14,963.00	\$18,048.00
D	Boundary Survey and Legal Descriptions					8	60						\$47,250.00	\$58,535.00
E	Right-of-Way Acquisitions					2	10						\$22,050.00	\$24,285.00
	<b>Subtotal Fees</b>	<b>\$2,565.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,250.00</b>	<b>\$16,640.00</b>	<b>\$11,600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$200.00</b>	<b>\$84,263.00</b>	<b>\$0.00</b>	<b>\$120,518.00</b>
<b>12</b>	<b>Preliminary Design (30% P&amp;E) (CS)</b>		<b>94</b>	<b>10</b>	<b>60</b>	<b>100</b>	<b>224</b>	<b>260</b>	<b>32</b>	<b>0</b>	<b>10</b>			<b>790</b>
	Sidewalk Condition Survey						8		32			\$200		\$6,280.00
	Civil Design		20	10	60	100	160	200			8	\$500.00		\$93,010.00
	Landscape & Irrigation Design		30				40	60			2	\$500.00	\$6,405.00	\$30,745.00
	Electrical Design		8				8						\$6,720.00	\$10,280.00
	Traffic Signal Design		8				8						\$29,505.00	\$33,065.00
	QA/QC		28											\$7,980.00
	<b>Subtotal Fees</b>	<b>\$26,790.00</b>	<b>\$2,250.00</b>	<b>\$11,700.00</b>	<b>\$17,500.00</b>	<b>\$35,840.00</b>	<b>\$37,700.00</b>	<b>\$4,800.00</b>	<b>\$0.00</b>	<b>\$950.00</b>	<b>\$1,200.00</b>	<b>\$42,630.00</b>	<b>\$0.00</b>	<b>\$181,360.00</b>
<b>13</b>	<b>Drainage Analysis (CS)</b>		<b>19</b>	<b>110</b>	<b>0</b>	<b>215</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>			<b>385</b>
A	Initial Drainage and Storm Water Meeting		2	6		8					10	\$110.00		\$4,380.00
B	Preliminary Technical Drainage Study		12	72		155	14				4	\$110.00		\$49,475.00
C	Final Technical Drainage Study		5	32		52	12				2			\$19,835.00
	<b>Subtotal Fees</b>	<b>\$5,415.00</b>	<b>\$24,750.00</b>	<b>\$0.00</b>	<b>\$37,625.00</b>	<b>\$4,160.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,520.00</b>	<b>\$220.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$73,690.00</b>
<b>14</b>	<b>NEPA &amp; Technical Studies (CS and UU)</b>		<b>30</b>	<b>0</b>	<b>194</b>	<b>6</b>	<b>18</b>	<b>70</b>	<b>0</b>	<b>16</b>	<b>9</b>			<b>343</b>
A	NEPA Categorical Exclusion (CE) Package													
	Project Description		6		10		10							\$5,260.00
	NEPA CE Checklist		8		20			16						\$8,500.00
	Agency Consultation (FHWA, SHPO)		2		8							\$100.00		\$2,230.00
	Final CE package submittal; FHWA concurrence		2		16			4				\$100.00		\$4,370.00
B	Technical Studies													
B.1	Biological Resources		2		4	4					16	\$100.00		\$5,860.00
B.2	Cultural Resources Investigation		6		128		6	28			8	\$400.00	\$1,260.00	\$34,110.00
B.3	Section 4(f) De Minimis Evaluation and Memorandum		4		8	2	2	8			1			\$4,625.00
	<b>Subtotal Fees</b>	<b>\$8,550.00</b>	<b>\$0.00</b>	<b>\$37,830.00</b>	<b>\$1,050.00</b>	<b>\$2,880.00</b>	<b>\$10,150.00</b>	<b>\$0.00</b>	<b>\$1,680.00</b>	<b>\$855.00</b>	<b>\$700.00</b>	<b>\$1,260.00</b>	<b>\$0.00</b>	<b>\$64,955.00</b>
<b>15</b>	<b>Final Design (CS)</b>		<b>212</b>	<b>52</b>	<b>220</b>	<b>420</b>	<b>892</b>	<b>1010</b>	<b>48</b>	<b>0</b>	<b>60</b>			<b>2,914</b>
A	60% P&E													
	Civil Design		20	20	80	120	260	360			8	\$400.00		\$145,360.00
	Landscape & Irrigation Design		36				40	90			8	\$150.00	\$11,025.00	\$41,645.00
	Electrical Design		4				10						\$16,800.00	\$19,540.00
	Traffic Signal Design		4				10						\$34,755.00	\$37,495.00
	QA/QC		28											\$7,980.00

<b>B</b>	<b>90% PS&amp;E</b>													
	Civil Design	20	24	100	220	320	300	24		24	\$700.00		\$170,380.00	
	Landscape & Irrigation Design	30				60	70		4		\$150.00	\$16,800.00	\$45,630.00	
	Electrical Design	4				12						\$23,520.00	\$26,580.00	
	Traffic Signal Design	4				12						\$34,755.00	\$37,815.00	
	QA/QC	28											\$7,980.00	
<b>C</b>	<b>Final PS&amp;E &amp; IFB</b>													
	Civil Design	12	8	40	80	132	140		12		\$450.00		\$70,030.00	
	Landscape & Irrigation Design	8				20	50		4		\$150.00	\$5,460.00	\$18,720.00	
	Electrical Design	2				8						\$6,720.00	\$8,570.00	
	Traffic Signal Design	2				8						\$14,385.00	\$16,235.00	
	QA/QC	10											\$2,650.00	
	<b>Subtotal Fees</b>	<b>\$60,420.00</b>	<b>\$11,700.00</b>	<b>\$42,900.00</b>	<b>\$73,500.00</b>	<b>\$142,720.00</b>	<b>\$146,450.00</b>	<b>\$7,200.00</b>	<b>\$0.00</b>	<b>\$5,700.00</b>	<b>\$2,000.00</b>	<b>\$164,220.00</b>	<b>\$656,810.00</b>	
<b>16</b>	<b>Permitting Support (CS)</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>20</b>	<b>12</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>2</b>			<b>53</b>	
A	Nevada Department of Transportation				16	8	16						\$6,850.00	
B	Nevada Division of Environmental Protection				4	4	16			2	\$500.00		\$2,315.00	
	<b>Subtotal Fees</b>	<b>\$285.00</b>	<b>\$450.00</b>	<b>\$0.00</b>	<b>\$3,500.00</b>	<b>\$1,920.00</b>	<b>\$2,320.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$190.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$9,165.00</b>	
<b>17</b>	<b>Bidding Support (CS)</b>	<b>14</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>42</b>	<b>35</b>	<b>0</b>	<b>0</b>	<b>11</b>			<b>114</b>	
	Pre-bid Meeting	4				4				1	\$100.00		\$1,975.00	
	Plan Revision & Spec Clarification	8				8	20			8	\$100.00		\$7,320.00	
	RFIs	2		4	8	30	15			2	\$100.00		\$10,015.00	
	Electrical Engineer											\$3,360.00	\$3,360.00	
	Traffic Engineer											\$4,200.00	\$4,200.00	
	<b>Subtotal Fees</b>	<b>\$3,990.00</b>	<b>\$0.00</b>	<b>\$780.00</b>	<b>\$1,400.00</b>	<b>\$6,720.00</b>	<b>\$5,075.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,045.00</b>	<b>\$300.00</b>	<b>\$7,560.00</b>	<b>\$26,870.00</b>	
<b>18</b>	<b>Construction Services Support (CS)</b>	<b>31</b>	<b>0</b>	<b>32</b>	<b>160</b>	<b>171</b>	<b>190</b>	<b>20</b>	<b>0</b>	<b>18</b>			<b>622</b>	
	Pre-Construction Meeting	1				6					\$100.00		\$1,345.00	
	Submittal Review	4		24	100	20	20			8	\$100.00		\$30,280.00	
	RFI's	8		8	60	80	80			8	\$100.00		\$39,600.00	
	Construction Site Visits	8				40		20			\$2,000.00		\$13,680.00	
	Record Drawings	10				25	90			2	\$400.00		\$20,490.00	
	Electrical Engineer											\$10,080.00	\$10,080.00	
	Traffic Engineer											\$12,600.00	\$12,600.00	
	<b>Subtotal Fees</b>	<b>\$8,835.00</b>	<b>\$0.00</b>	<b>\$6,240.00</b>	<b>\$28,000.00</b>	<b>\$27,360.00</b>	<b>\$27,550.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$1,710.00</b>	<b>\$2,700.00</b>	<b>\$22,680.00</b>	<b>\$128,075.00</b>	
<b>19</b>	<b>Utility Undergrounding Right-of-Way Engineering (UU)</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>23</b>	<b>78</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>157</b>	
A	Right-of-Way Setting	2			4	14					\$50.00		\$3,560.00	
B	Right-of-Way Maps	4				4	48				\$150.00		\$8,890.00	
C	Preliminary Title Reports	1			11						\$50.00	\$7,875.00	\$10,135.00	
D	Boundary Survey and Legal Descriptions	1			8	60					\$50.00	\$24,360.00	\$35,695.00	
	<b>Subtotal Fees</b>	<b>\$2,280.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,025.00</b>	<b>\$12,480.00</b>	<b>\$6,960.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$300.00</b>	<b>\$32,235.00</b>	<b>\$58,280.00</b>	
<b>20</b>	<b>Local Public Agency (LPA) Coordination (UU)</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>23</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>45</b>	
	LPA Coordination	2			23	20					\$400.00		\$8,195.00	
	<b>Subtotal Fees</b>	<b>\$570.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,025.00</b>	<b>\$3,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$400.00</b>	<b>\$0.00</b>	<b>\$8,195.00</b>	
<b>21</b>	<b>Utility Undergrounding Preliminary Design (30% P&amp;E) (UU)</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>140</b>	<b>60</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>8</b>			<b>280</b>	
	Civil Design	12			140	60	60			8	\$500.00		\$47,480.00	
	Electrical Design											\$7,350.00	\$7,350.00	
	Traffic Signal Design											\$8,400.00	\$8,400.00	
	QA/QC												\$0.00	
	<b>Subtotal Fees</b>	<b>\$3,420.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$24,500.00</b>	<b>\$9,600.00</b>	<b>\$8,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$760.00</b>	<b>\$500.00</b>	<b>\$15,750.00</b>	<b>\$63,230.00</b>	
<b>22</b>	<b>Utility Undergrounding Final Design (UU)</b>	<b>79</b>	<b>0</b>	<b>0</b>	<b>360</b>	<b>280</b>	<b>200</b>	<b>16</b>	<b>0</b>	<b>24</b>			<b>959</b>	
<b>A</b>	<b>60% P&amp;E</b>													
	Civil Design	24			100	120	80	16		8	\$500.00		\$58,800.00	
	Electrical Design											\$8,085.00	\$8,085.00	
	Traffic Signal Design											\$12,600.00	\$12,600.00	
	QA/QC	7											\$1,995.00	
<b>B</b>	<b>90% PS&amp;E</b>													
	Civil Design	20			180	100	100			16	\$500.00		\$69,720.00	
	Electrical Design											\$20,580.00	\$20,580.00	
	Traffic Signal Design											\$12,600.00	\$12,600.00	
	QA/QC	7											\$1,995.00	
<b>C</b>	<b>Final PS&amp;E</b>													



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	Civil Design	16			80	60	20				\$500.00		\$31,560.00
	Electrical Design											\$5,145.00	\$5,145.00
	Traffic Signal Design											\$12,600.00	\$12,600.00
	QA/QC	5											\$1,425.00
	<b>Subtotal Fees</b>	<b>\$22,515.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$63,000.00</b>	<b>\$44,800.00</b>	<b>\$29,000.00</b>	<b>\$2,400.00</b>	<b>\$0.00</b>	<b>\$2,280.00</b>	<b>\$1,500.00</b>	<b>\$71,610.00</b>	<b>\$237,105.00</b>
<b>23</b>	<b>Bidding Support (UU)</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>24</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>9</b>			<b>89</b>
	Pre-bid Meeting	4				4				1	\$100.00		\$1,975.00
	Plan Revision & Spec Clarification	8				8	20			8	\$100.00		\$7,320.00
	RFIs	4			20	12							\$6,560.00
	Electrical Engineer											\$2,520.00	\$2,520.00
	Traffic Engineer											\$4,200.00	\$4,200.00
	<b>Subtotal Fees</b>	<b>\$4,560.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,500.00</b>	<b>\$3,840.00</b>	<b>\$2,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$855.00</b>	<b>\$200.00</b>	<b>\$6,720.00</b>	<b>\$22,575.00</b>
<b>24</b>	<b>Construction Services Support (UU)</b>	<b>17</b>	<b>0</b>	<b>8</b>	<b>92</b>	<b>128</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>285</b>
	Pre-Construction Meeting	1				8					\$100.00		\$1,345.00
	Submittal Review	4		8	60	16							\$15,760.00
	RFIs	4			24	80							\$18,140.00
	Construction Site Visits	4				10					\$300.00		\$3,040.00
	Record Drawings	4					40				\$150.00		\$11,050.00
	Electrical Engineer				8	16						\$7,770.00	\$7,770.00
	Traffic Engineer											\$8,400.00	\$8,400.00
	<b>Subtotal Fees</b>	<b>\$4,845.00</b>	<b>\$0.00</b>	<b>\$1,560.00</b>	<b>\$16,100.00</b>	<b>\$20,480.00</b>	<b>\$5,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$550.00</b>	<b>\$16,170.00</b>	<b>\$65,505.00</b>
<b>25</b>	<b>Owner Directed Services</b>												<b>\$75,000</b>
	<b>Total Fees</b>	<b>\$171,570.00</b>	<b>\$98,100.00</b>	<b>\$103,350.00</b>	<b>\$316,575.00</b>	<b>\$355,360.00</b>	<b>\$294,205.00</b>	<b>\$17,400.00</b>	<b>\$1,680.00</b>	<b>\$19,475.00</b>	<b>\$12,645.00</b>	<b>\$465,098.00</b>	<b>\$1,930,458.00</b>

CS = Complete Streets  
 UU = Utility Undergrounding



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** January 6, 2022

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding Contract No. 21300204 with Nichols Consulting Engineers, CHTD ("NCE") to provide feasibility and design services for a Complete Streets Project on East William Street from Carson Street to Interstate 580, for a not to exceed amount of \$390,242.50. (Carol Akers, CAkers@carson.org and Randall Rice, RRice@carson.org)

**Staff Summary:** This design services contract is necessary to begin evaluation of a Complete Streets Project along William Street. The overall goal of the project is to revitalize the William Street Corridor between Carson Street and Interstate 580. City staff completed a formal Request for Qualifications process (RFQ 21300204) before selecting NCE.

**Agenda Action:** Formal Action / Motion

**Time Requested:** 5 minutes

### Proposed Motion

I move to approve the contract as presented.

### Board's Strategic Goal

Efficient Government

### Previous Action

N/A

### Background/Issues & Analysis

A formal RFQ for design services of the William Street Complete Streets Project was released on September 23, 2021 and proposals were accepted through 2:00 pm on October 19, 2021. Six proposals were received, and the Review and Selection Committee selected NCE for this contract. NCE was selected above the other firms based on its qualifications, project experience, technical capacity and project approach. NCE achieved the highest combined average ranking among all committee members during the evaluation. The RAISE grant portion of the project is for "Construction Only". The work related to this current contract will have local funds applied to the design effort.

It is anticipated that the design will be completed in two phases, with an additional supporting contract needed to deliver a successful project. The first phase and contract, presented here, will advance the design to approximately 15%, and a future contract, or amendment to this contract, will likely be requested to complete the project design and allow the proposed design to be permitted and constructed.

The 15% design will focus on completing the necessary evaluations, analysis, engineering investigations and review to ensure that the foundational design decisions have been made through a collaborative effort. This will improve the final design process and make it more cost effective and efficient while minimizing any rework. The

work associated with this 15% design contract includes: (1) Topographical Survey and Mapping; (2) Geotechnical Investigation and Pavement Design; (3) Initial Utility Investigation; (4) Alternatives Development; (5) Public Outreach Support; and (6) Utility Undergrounding Coordination.

The second phase of this scope of work will be brought to the Board of Supervisors at a future meeting and will incorporate the full scope and budget to complete the remainder of the design to a construction level of detail. The second phase will use the design elements developed at 15% and prepare the project for bidding and execution. The benefit of breaking the design contract up is to allow further development of the initial project elements and tailor the second scope of work to those findings.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.115(1)(b) and 625.530(3)

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project# P751021001  
Infrastructure Sales Tax Infrastructure Capital / 3100615-507010  
Redevelopment Capital Improvements / 6037510-507010

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Project# P751021001, Account# 3100615-507010 will be reduced by a not to exceed amount of \$370,622.50 and Account# 6037510-507010 will be reduced by a not to exceed amount of \$19,620. The funding available after augmentation for Project Number P751021001 in account 3100615-507010 is \$1,105,282, to be added during the first round of budget augmentations in the January/February timeframe, and in Account #6037510-507010 is \$45,903.

**Alternatives**

Do not approve the contract and provide alternative direction to staff.

**Attachments:**

21300204 Draft Contract.pdf

**Board Action Taken:**

Motion: Approve

- 1) SG
- 2) MW

Aye/Nay  
5-0-0

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TW

\_\_\_\_\_

(Vote Recorded By)

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

**Contract No. 21300204**

**Title: East William Street Feasibility Study – Engineering Design Services**

THIS CONTRACT is made and entered into this 6<sup>th</sup> day of January 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Nichols Consulting Engineers, CHTD (“**NCE**”), 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(18) 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. 21300204** (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, all required documents are received and signed by all parties.

**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 <u>12/31/22</u>
GL expires <u>5/17/22</u>
AL expires <u>5/17/22</u>
PL expires <u>5/17/22</u>
WC expires <u>5/17/22</u>

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

### Title: East William Street Feasibility Study – Engineering Design Services

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 three (3) 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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

## Title: East William Street Feasibility Study – Engineering Design Services

wages and shall be on the “Statement of Compliance” form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 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 consultant 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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

### Title: East William Street Feasibility Study – Engineering Design Services

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

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

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

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

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

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

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

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to 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.

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

## Title: East William Street Feasibility Study – Engineering Design Services

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 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 The term of this Contract begins on January 10, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be January 6, 2022) and ends on December 31, 2022, 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](http://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.



# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

Title: East William Street Feasibility Study – Engineering Design Services

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

Angela Hueftle, Principal  
NCE  
1885 S. Arlington Avenue, Suite 111  
Reno, NV 89509  
775-329-4955  
[AHueftle@ncenet.com](mailto:AHueftle@ncenet.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](mailto: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 Three Hundred Ninety Thousand Two Hundred Forty Two Dollars and 50/100 (\$390,242.50), 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 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

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

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

## 6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and 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**.

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

Title: East William Street Feasibility Study – Engineering Design Services

## 7. CONTRACT TERMINATION:

### 7.1 Termination Without Cause:

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

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which 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

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

### Title: East William Street Feasibility Study – Engineering Design Services

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

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

#### 7.4 Time to Correct (Declared Default or Breach):

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

#### 7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

## Title: East William Street Feasibility Study – Engineering Design Services

period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

### 8. REMEDIES:

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

### 9. LIMITED LIABILITY:

**CITY** will not waive and intends to assert available 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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

## Title: East William Street Feasibility Study – Engineering Design Services

claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

### 12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

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

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

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** 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**.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

### Title: East William Street Feasibility Study – Engineering Design Services

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

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the 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 **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, **CONSULTANT** 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.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300204

### Title: East William Street Feasibility Study – Engineering Design Services

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

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the 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 **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT’S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, 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:**

**CONSULTANT** 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 additional 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.

## PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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### Title: East William Street Feasibility Study – Engineering Design Services

- 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 Consultant 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.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Consultant 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 Consultant 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 **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** 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 **CONSULTANT** 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, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT'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 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance



# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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

13.23.3 **CONSULTANT** 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 Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### 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

# PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

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

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

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creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American 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.

#### 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(18), 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

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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**Title: East William Street Feasibility Study – Engineering Design Services**

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. 21300204**

**Title: East William Street Feasibility Study – Engineering Design Services**

**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:

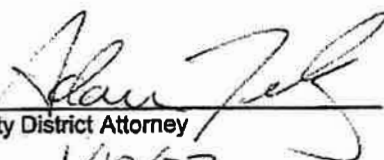
**CITY**

Executive Office  
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](mailto:CAkers@carson.org)

By:   
Saeri Russell, Chief Financial Officer  
Dated 1/18/2022

**CITY'S LEGAL COUNSEL**


Carson City District Attorney  
I have reviewed this Contract and approve  
as to its legal form.

By:   
Deputy District Attorney  
Dated 1/10/22

**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 1/18/2022

Project # P751021001  
Account: 6037510-507010 = \$19,620  
~~3100615-507008~~ = \$370,622.50  
507010

**PROJECT CONTACT PERSON:**

Darren Anderson, Project Manager  
Telephone: 775-283-7584

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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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: Angela Hueftle

TITLE: Principal

FIRM: NCE

CARSON CITY BUSINESS LICENSE #: BL-005665-2020

Address: 1885 S. Arlington Avenue, Suite 111

City: Reno State: NV Zip Code: 89509

Telephone: 775-329-4955

E-mail Address: AHueftle@ncenet.com

Angela Hueftle  
(Signature of Consultant)

DATED 01/08/2022

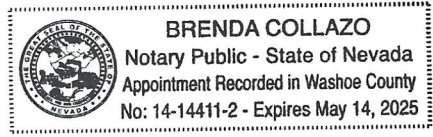
STATE OF Nevada )

County of Washoe ) ss

Signed and sworn (or affirmed) before me on this 8th day of January, 2022

Brenda Collazo  
(Signature of Notary)

(Notary Stamp)



**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**

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**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 6, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300204**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

  
\_\_\_\_\_  
LORI BAGWELL, MAYOR

DATED this 6<sup>th</sup> day of January 2022.

**ATTEST:**

  
\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 6th day of January 2022.

**PROFESSIONAL SERVICES CONSULTANT AGREEMENT**  
**Contract No. 21300204**  
**Title: East William Street Feasibility Study – Engineering Design Services**

**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Invoice shall be submitted to:

Carson City Public Works  
 Attn: Lucy Bourland, email: [LBourland@carson.org](mailto:LBourland@carson.org)  
 3505 Butti Way  
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
<b>Total for this invoice</b>				

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**



December 17, 2021  
File No. 953.10.25

Mr. Darren Anderson, PE  
Senior Project Manager  
Carson City Public Works  
3505 Butti Way  
Carson City, NV 89701

**RE: Civil Engineering Services for the East William Street Complete Street Project**

Dear Mr. Anderson:

NCE appreciates the opportunity to submit this scope and fee for engineering services for the East William Street Complete Street Project (Project).

**PROJECT DESCRIPTION**

It is our understanding the Project is located on East William Street from Carson Street to I-580. The project will include corridor access management solutions, ADA compliant sidewalks and curb ramps, multi-use path and bicycle facilities, upgrades to stormwater facilities, low-impact development infrastructure, utility replacements, landscaping, enhanced street lighting, streetscape beautification and presentation areas to establish public art and gateway features, updated traffic signal equipment, fiber optic communications, pavement rehabilitation and preservation treatments of the roadway, electric vehicle charging stations, and bus pullouts.

This scope of work includes project management, topographic survey and mapping, geotechnical investigation and pavement design, initial utility coordination, alternative analysis, conceptual design, and public outreach support. Future scope items are anticipated to include the design phase and development of technical documents to be used for bidding, permitting, and construction purposes.

**Reno, NV**  
1885 S. Arlington Avenue, Suite 111  
Reno, NV 89509  
(775) 329-4955

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## SCOPE OF SERVICES

### Task 1 - Project Management

#### A. Team and Project Management

NCE's Project Manager will serve as the City's single point of contact on the contract and will have primary responsibility for both coordinating the efforts of the project team and subconsultants and on-going project coordination of all activities for the duration of the work. Specific project management tasks include project initiation and administration, monthly budget monitoring and invoicing, processing subconsultant invoicing, and scheduling. We assume a duration of four months for project management.

#### B. Project Coordination

NCE's Project Manager will keep the City's Project Manager well informed of progress with bi-weekly informal briefings via email or phone call. NCE will facilitate a kick-off meeting with the City and prepare the agenda and meeting notes.

Task 1 Deliverables:

1. Monthly invoices
2. Project schedule
3. Bi-weekly phone call and/or email to the City Project Manager
4. Kick-off meeting agenda and notes

### Task 2 - Topographic Survey and Mapping

#### A. Right of Way Mapping

NCE will coordinate with NDOT's right-of-way department to obtain current right-of-way plans relative to this segment of East William Street, which was previously a portion of US Highway 50. NCE will utilize this data in conjunction with highway monuments and/or property corners found during field surveys to geo-reference right-of-way boundary and centerline line work to develop right-of-way mapping, including assessor parcel numbers, associated with East William Street.

#### B. Topographic Survey & Mapping

NCE will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone (2703) horizontal datum and the North American Vertical Datum (NAVD88) vertical datum. Grid coordinates will be modified by a grid to ground factor of 1.0002 to coincide with the Carson City Survey Control Network. NCE will utilize the survey control network to conduct a topographic survey within the roadway right-of-way of East William Street. The survey will consist of gathering survey data associated with ground topography and drainage features, existing property corners encountered, roadway centerline monuments, highway monuments, trees in excess of 6" in diameter, existing roadway and site improvements, roadway striping,

evidence of existing utilities, storm drain & sanitary sewer dips, planometrics (buildings, fences, signs, power poles, etc.), and any other pertinent physical features as determined to be applicable. NCE will then utilize the topographic survey data to prepare a digital base map for the project site. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations where warranted, roadway and site improvements, striping, planometrics, and evidence of existing utility services (i.e., existing telephone or power, water, gas, storm drain, and sanitary sewer infrastructure).

#### Task 2 Deliverables:

1. AutoCAD base map digital file and an Excel .csv point file for the found boundary monuments and control points

#### **Task 3 – Geotechnical Investigation and Pavement Design**

NCE will perform a limited pavement condition survey, subsurface geotechnical investigation, laboratory testing, and analysis and design to formulate pavement and geotechnical recommendations. Based on discussions with the City that utility improvements and roadway reconstruction east of Saliman Road is unlikely, the limits of the geotechnical investigation are along East William Street from Carson Street to Saliman Road. A limited pavement investigation will be performed east of Saliman Road to I-580 in order to formulate pavement recommendations for this segment.

NCE will visit the site and perform a visual condition assessment of the pavement to document existing distress types, extent of distress, and to identify general areas for subsurface investigation. Prior to initiating the field exploration, we will review published geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site. Locations for borings and pavement coring will be identified by NCE and reviewed and approved by the City prior to start of sampling activities.

The subsurface field exploration will consist of drilling up to four (4) borings to depths of approximately fifteen (15) feet below the existing ground surface, to 3 feet below the deepest utility installation at that location, or to refusal, whichever comes first, using a truck-mounted drill rig. Borings will alternate in each travel direction, where existing subsurface utility infrastructure conflicts do not exist. The intent of the exploration is to collect subsurface soils for laboratory testing to inform pavement design and utility design work. Soils encountered will be logged and pavement thickness and aggregate base layer thicknesses will be measured in the bore hole.

We anticipate borings will be located within the paved roadway. Borings located within the existing roadway will be backfilled with bentonite hole plugs if water is encountered and otherwise will be tamped with soil cuttings and capped using

4,000 PSI non-shrink concrete grout. Excess cuttings resulting from the drilled borings will be hauled off site.

Up to eight (8), 4-inch diameter pavement cores will be obtained within the project limits. Four of the core locations will be within fifty (50) feet of each boring from Carson Street to Saliman Road to allow field crews to work simultaneously. One (1) core will be spaced between borings and three (3) cores will be located east of Saliman Road to provide a better understanding of the pavement thickness, depth of cracking (where possible), and condition of existing asphalt concrete layer. Asphalt core locations will be patched using rapid set high strength concrete.

A no cost encroachment permit will be obtained from the City and NCE will contact USA North to determine the location of existing utilities. Traffic control plans and field traffic control will be prepared and performed by a certified traffic control contractor. For borings and adjacent asphalt cores, a single lane closure with signage will be provided. Where asphalt cores are located outside the limits of boring areas, a crash attenuator truck with arrow board following directly behind the coring personnel will be provided. It is assumed all exploration will be outside of NDOT right-of-way and will not require coordination with NDOT.

Laboratory testing will be performed to evaluate the engineering and mechanical properties of soil samples collected in the field. We anticipate the laboratory test program will consist of testing for index properties including moisture determination, grain size distribution, and plasticity; corrosion testing; and R-values.

Traffic volume forecasts provided by the City's traffic consultant will be used in the pavement design.

NCE will develop pavement design alternatives (rehabilitation and/or reconstruction) using the Asphalt Institute MS-1 or 1993 AASHTO Guide for Design of Pavement Structures/2007 RTC Flexible Design Guide. Resulting layer thicknesses will be compared to the City's minimum layer thicknesses. NCE will provide a web-based presentation on initial pavement design alternatives. A draft pavement design report will be prepared that details the findings of the field investigation, laboratory test results, and draft recommendations for pavement structural section(s). The City will have the opportunity to review and comment on the draft report. The City's comments and any necessary revisions will be incorporated into the final stamped report.

NCE will also develop a geotechnical investigation report that will include construction and design recommendations for the proposed utilities, including storm drain, waterline, and sewer. Construction recommendations will include trench excavatability and backfill, bottom of trench preparation, and the potential for reuse

of the existing native soils as trench backfill; recommendations for trench excavations and shoring requirements; corrosion potential to concrete of site soils; dewatering recommendations, if warranted; lateral earth pressures for manhole design; and foundation recommendations for manhole and/or vault construction. The City will have the opportunity to review and comment on the draft report. The City's comments and any necessary revisions will be incorporated into the final stamped report that will be submitted to the City.

#### Task 3 Deliverables:

1. Draft Geotechnical Investigation Report – PDF
2. Draft Pavement Report – PDF
3. Final Geotechnical Investigation Report signed and sealed by a Nevada Registered Professional Engineer in responsible charge of preparation – (1) one bound printed copy, PDF
4. Final Pavement Report signed and sealed by a Nevada Registered Professional Engineer in responsible charge of preparation – (1) one bound printed copy, PDF

#### **Task 4 – Initial Utility Investigation**

NCE will investigate all overhead and subsurface utilities within the roadway right-of-way and adjacent areas that may be affected by the project. NCE will contact each utility owner within the project area to request mapping. Utility company drawings will be utilized in conjunction with the survey field information to map overhead and underground infrastructure. Limits of water and sewer replacement provided by the City will be included in the preliminary design.

#### Task 4 Deliverables:

1. Utility mapping requests
2. Preliminary utility base map

#### Assumption:

1. Utility coordination, locating, and design of utility replacements are not included. We anticipate these items will be included in the next phase of this project.

#### **Task 5 – Conceptual Design**

##### **A. Alternatives Development**

NCE will develop up to three (3) roadway and multimodal configuration alternatives for each of the following three (3) segments: Carson Street to Roop Street, Roop Street to Saliman Road, and Saliman Road to I-580. NCE understands that development of three alternatives from Roop Street to I-580 may not be warranted due to the lane configurations required for acceptable traffic operations and will not develop alternatives that are not necessary.

We anticipate the alternatives will include a combination of the following elements: sidewalks, bike lanes, buffered bike lanes or cycle tracks, multi-use paths/Class 1 bike paths, landscape strips, median islands, lane configuration changes, turn pocket lengthening, access management, opportunity areas for public art, and crosswalk improvements.

In developing the alternatives, we will consider existing right-of-way width, lane configurations necessary for acceptable traffic operations, existing plans and policies, and public comments received.

NCE will coordinate with the City to obtain data relevant to design within the Project area, including, but not limited to, as-builts, City GIS data, studies, and reports. NCE will review applicable studies and reports relevant to the project including the Carson City ADA Transition Plan, Complete Streets Policy, Master Plan, and Safe Routes to School Master Plan.

NCE will coordinate with and review the information provided by the City's traffic, environmental, and public outreach consultants for incorporation into the development of the alternatives.

NCE will prepare a cross-section and overview concept graphic for each alternative in each segment. The intent of the overview exhibit is to show the primary features of each alternative in each segment on top of existing aerial photos. NCE will submit the alternatives to the City for review and comment prior to analyzing each alternative.

Task 5A Deliverables:

1. Cross-Sections (up to 9)
2. Overview Concept Graphics (up to 9)

Assumptions:

1. Traffic operations, including lane configurations at intersections, will be provided by others
2. Public outreach comments will be provided by others

## **B. Alternatives Analysis**

NCE will evaluate and compare up to three (3) alternatives for each segment (up to nine total) and develop an alternatives comparison matrix to guide the team towards a preferred alternative. Factors including cost, maintenance, sustainability, public outreach, and traffic and multi-modal impacts will be considered. NCE will present the results of the analysis and recommendation of the preferred alternative for each segment to the City for review.

NCE will summarize the alternatives development and analysis in a feasibility report. The draft report will be submitted to the City for review and comment. NCE



will consolidate comments received from the City and participate in a comment review meeting. NCE will incorporate City comments and applicable public input obtained from the community information meeting (Task 6A) into the final report.

Task 5B Deliverables:

1. Engineer's Estimate of Probable Cost of Preferred Alternative
2. Draft Feasibility Report
3. Final Feasibility Report

### **C. Technical Investigations**

To develop the scope and cost of improvements included in the preferred alternative, NCE will perform a preliminary analysis of drainage improvements, traffic signal modifications, traffic signal interconnect system, and lighting and electrical improvements.

#### Preliminary Drainage Analysis

NCE will obtain existing information such as as-built drawings of drainage facilities in the project area to supplement the survey data collected for the Project to establish the existing drainage systems within, bordering, and near the Project area. Additionally, NCE will look at flooding records from the City and public data collected for the Project to establish the known flooding and drainage problems within the Project area.

NCE will perform a preliminary hydrologic analysis and analyze the main existing drainage systems within the Project area as well as those that currently or have the potential to accept flow from the Project area. Both the hydrologic and hydraulic analyses will be completed using simplified analysis methods following the City's standards.

NCE will identify the main drainage features for each of the alternatives to mitigate the identified deficiencies and flooding issues. The alternatives will include the main trunk storm drain alignments and sizes and preliminary locations of inlets. In addition, NCE will identify potential locations of stormwater improvement and LID features for each alternative. The storm drain facilities and LID and water quality treatment features will be included in the cost estimates for each alternative.

#### Preliminary Traffic Signal Evaluation

NCE will evaluate the signals at the five (5) signalized intersections on East William Street: Carson Street, Stewart Street, Roop Street, Saliman Road, and Gold Dust Way. The purpose of the evaluation is to develop the scope and estimated cost of traffic signal modifications that will be necessary with the preferred alternative roadway modifications and to update the signal systems for ADA compliance. NCE will discuss the signal inventory findings with the City to identify the appropriate scope of the signal modifications. NCE will prepare a plan sheet for each existing signalized intersection and prepare an engineer's estimate of probable cost.

### Preliminary Traffic Signal Interconnect Evaluation

NCE will meet with the City to determine the desired system requirements of the traffic signal interconnect system. We will identify the major system components, significant conflicts, and challenges (if any), and other items that have the potential to significantly affect construction cost. NCE will prepare up to three (3) plan sheets illustrating an overall plan and interconnect system at a basic level and engineer's estimate of probable cost.

### Lighting and Electrical Analysis

NCE will evaluate the existing lighting and electrical conditions, review proposed infrastructure upgrades such as electric vehicle charging stations, and assess new and upgraded lighting including service points and miscellaneous electrical connections.

#### Task 5C Deliverables:

1. Conceptual design and estimate of probable construction cost of drainage improvements, traffic signal modifications, traffic signal interconnect system, and lighting and electrical improvements.

#### Assumptions:

1. Access management study, crosswalk study, concrete condition survey, and ADA survey of existing pedestrian facilities are not included. We anticipate these studies may be included in the next phase of the project.

## **Task 6 – Public Outreach Support**

### **A. Community Information Meeting**

NCE will participate in one (1) pre-community information meeting with the City and the City's public outreach consultant to discuss and review exhibits, topics, and appropriate responses to questions for the public meeting. NCE anticipates preparing up to four (4) exhibits (visualizations or cross-sections) for the community information meeting to demonstrate before and after conditions along the corridor. If requested by the City, NCE will attend the community information meeting to assist with facilitation and answer technical questions.

#### Task 6 Deliverables:

1. Community information meeting exhibits and presentation materials

#### Assumption:

1. Preparation, facilitation, and documentation of the public information meeting, identification of venue, design of print ads, mailers, handouts, and surveys, final summary of comments provided, and direct costs associated with the meeting venue, ads, mailers, court reporter, and translator are not



included. We assume these items will be provided by either the City or the City's public outreach consultant.

### **B. Committee Meetings Support**

NCE will support the City in presentations and updates to various committees including the Redevelopment Authority, Regional Transportation Commission, Board of Supervisors, and others as requested by the City project manager. It is anticipated NCE will prepare for and attend up to two (2) meetings during this phase of the project.

### **Task 7 – Utility Undergrounding Coordination (Optional)**

NCE will identify the poles that conflict with the proposed improvements and provide NV Energy an exhibit identifying the poles to be removed and the preferred alternative. NCE will participate in two (2) coordination meetings with NV Energy to discuss the proposed improvements, conflicts, schedule, funding, and estimated cost. In addition, NCE will evaluate the existing overhead electrical service points and overhead cable/phone throughout the corridor. We will determine the required modifications for building conversions from overhead electrical/cable/phone to underground services. The evaluation and cost of the undergrounding, including building conversions, will be included in the feasibility report.

Task 7 Deliverables:

1. Estimate of probable construction cost

Assumption:

1. Utility undergrounding design is not included. It is anticipated utility undergrounding design may be included in the next phase of this project.

### **ESTIMATED FEE AND SCHEDULE**

NCE proposes to provide our services on a time and materials basis in accordance with our Standard Schedule of Charges (Attachment A). We estimate our total fees for this scope of services will not exceed **\$390,242.50**. We have enclosed a detailed estimate of projected staff hours for the project to establish a basis of our estimated fees (Attachment B). Actual hours and fees may vary between tasks as the project progresses. NCE will not work on any optional tasks without prior authorization from the City. We will notify you immediately of any issues that would impact our estimate and will not perform work more than this estimate without your authorization.

We understand the City's goal is to have a preferred alternative by April 2022. NCE is prepared to begin work upon your authorization. Upon confirmation of this scope, we will develop a proposed schedule for discussion and review.

We appreciate the opportunity to provide these engineering services to Carson City and look forward to collaborating with you on this important project. If you have any questions or additional requirements, please call me at (775) 772-1847.

Sincerely,



A handwritten signature in blue ink that reads "Angie Hueftle".

Angie Hueftle, PE  
Principal

## ATTACHMENT A

### SCHEDULE OF CHARGES 2021

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#### PROFESSIONAL SERVICES

Principal.....	\$270/hour
Associate .....	\$215/hour
Senior .....	\$185/hour
Project.....	\$165/hour
Staff.....	\$145/hour

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#### TECHNICAL SERVICES

Senior Construction Manager .....	\$145/(\$170-PW)/hour
Senior Designer .....	\$155/hour
CADD Designer .....	\$135/hour
Senior Technician .....	\$125/(\$150-PW)/hour
Construction Inspector .....	\$130/(\$155-PW)/hour
CAD Technician .....	\$120/hour
Senior Field Scientist .....	\$125/hour
Field Scientist .....	\$100/hour
Project Administrator .....	\$110/hour
Field/Engineering Technician .....	\$100/(\$125-PW)hour
Technical Editor .....	\$100/hour
Clerical .....	\$90/hour

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#### CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

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#### LITIGATION SUPPORT

Engineer/Scientist .....	\$330/hour
Court Appearances & Depositions .....	\$550/hour

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#### EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck .....	\$100/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing .....	\$3,500/Day
Coring .....	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

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#### OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ....cost + 15%

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#### COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing, and copying .....

..... project labor charges x 5%

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#### TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

Task No.	Description	Principal	Associate	Senior	Project	Senior Designer	Staff	Senior Construction Manager	Senior Technician	Clerical	Expenses	Subconsultant (includes 15% markup)	Totals
	Hourly Rate	\$270.00	\$215.00	\$185.00	\$165.00	\$155.00	\$145.00	\$145.00	\$125.00	\$90.00			
<b>1</b>	<b>Project Management/Meetings</b>	42	8	8	0	4	0	0	0	8			70
	Team and Project Management	24								8			\$7,200.00
	Project Coordination	12											\$3,240.00
	Kickoff Meeting	6	8	8		4					\$150		\$5,590.00
	<b>Subtotal Fees</b>	<b>\$11,340.00</b>	<b>\$1,720.00</b>	<b>\$1,480.00</b>	<b>\$0.00</b>	<b>\$620.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$720.00</b>	<b>\$150.00</b>	<b>\$0.00</b>	<b>\$16,030.00</b>
<b>2</b>	<b>Surveying and Base Mapping</b>	0	0	0	0	4	20	0	0	0			24
<b>A</b>	Right of Way Mapping & APNs					2	8					\$17,250.00	\$18,720.00
<b>B</b>	Topographic Survey & Mapping					2	12					\$74,750.00	\$76,800.00
	<b>Subtotal Fees</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$620.00</b>	<b>\$2,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$92,000.00</b>	<b>\$95,520.00</b>
<b>3</b>	<b>Geotechnical Investigation and Pavement Design</b>	6	21	0	44	0	54	0	16	4			145
	Geotechnical Investigation and Reporting	1	4		6							\$34,442.50	\$36,562.50
	Visual Condition Survey	1	1		4				16		\$200		\$3,345.00
	Pavement Structural Design		10		18		30						\$9,470.00
	Draft and Final Pavement Design Report	4	6		16		24			4	\$150		\$9,000.00
	<b>Subtotal Fees</b>	<b>\$1,620.00</b>	<b>\$4,515.00</b>	<b>\$0.00</b>	<b>\$7,260.00</b>	<b>\$0.00</b>	<b>\$7,830.00</b>	<b>\$0.00</b>	<b>\$2,000.00</b>	<b>\$360.00</b>	<b>\$350.00</b>	<b>\$34,442.50</b>	<b>\$58,377.50</b>
<b>4</b>	<b>Initial Utility Coordination</b>	0	0	10	0	24	60	0	0	0			94
	Utility "A" Letters			2			12						\$2,110.00
	Utility Base Map			2		16	48				\$50.00		\$9,860.00
	Limits of water and sewer replacement			6		8							\$2,350.00
	<b>Subtotal Fees</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,850.00</b>	<b>\$0.00</b>	<b>\$3,720.00</b>	<b>\$8,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50.00</b>	<b>\$0.00</b>	<b>\$14,320.00</b>
<b>5</b>	<b>Conceptual Design</b>	44	65	8	238	198	24	16	0	19			612
<b>A</b>	<b>Alternatives Development</b>												
	Review of Existing Information	2				10							\$2,090.00
	Review of Traffic & Outreach Data	4				12						\$2,875.00	\$5,815.00
	Alternatives Development (incl. overview graphics)	12	20			80					\$1,000.00	\$8,625.00	\$29,565.00
	Cross-Sections (up to 9)	4	8		60	8					\$750.00		\$14,690.00
<b>B</b>	<b>Alternatives Analysis</b>												
	Analyze Alternatives	8				40		16				\$8,625.00	\$19,305.00
	Cost Estimate	2	4	8	2	8	24			1			\$8,020.00
	Draft Feasibility Report	6	4		50	8				12	\$100.00	\$2,875.00	\$16,025.00
	Final Feasibility Report	2			16	2				6	\$250.00		\$4,280.00
<b>C</b>	<b>Technical Investigations</b>												
	Preliminary Drainage Analysis	4	29		110	30					\$25.00		\$30,140.00
	Preliminary Traffic Signal Evaluation											\$23,000.00	\$23,000.00
	Preliminary Traffic Signal Interconnect Evaluation											\$9,200.00	\$9,200.00
	Lighting and Electrical Analysis											\$9,775.00	\$9,775.00
	<b>Subtotal Fees</b>	<b>\$11,880.00</b>	<b>\$13,975.00</b>	<b>\$1,480.00</b>	<b>\$39,270.00</b>	<b>\$30,690.00</b>	<b>\$3,480.00</b>	<b>\$2,320.00</b>	<b>\$0.00</b>	<b>\$1,710.00</b>	<b>\$2,125.00</b>	<b>\$64,975.00</b>	<b>\$171,905.00</b>
<b>6</b>	<b>Public Outreach Support</b>	19	36	0	0	19	0	0	0	0			74
<b>A</b>	<b>Community Information Meetings</b>												
	One Pre-CIM Meeting	4				6					\$50.00		\$2,060.00
	Exhibits (Up to 4)	2	36			8					\$700.00		\$10,220.00
	Participate at CIM	5				5					\$50.00		\$2,175.00
<b>B</b>	<b>Committee Meetings Support (2)</b>	8									\$100.00		\$2,260.00
	<b>Subtotal Fees</b>	<b>\$5,130.00</b>	<b>\$7,740.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,945.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$900.00</b>	<b>\$0.00</b>	<b>\$16,715.00</b>
<b>7</b>	<b>Utility Undergrounding Coordination (Optional)</b>	2	0	12	0	38	0	0	0	0			52
	Identify poles to be undergrounded			2		12							\$2,230.00
	Two coordination meetings with NV Energy			6		12					\$50.00		\$3,020.00
	Preliminary cost estimate and narrative	1		4		12					\$50.00		\$2,920.00
	Evaluation of building modifications	1				2						\$8,625.00	\$9,205.00
	<b>Subtotal Fees</b>	<b>\$540.00</b>	<b>\$0.00</b>	<b>\$2,220.00</b>	<b>\$0.00</b>	<b>\$5,890.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$100.00</b>	<b>\$8,625.00</b>	<b>\$17,375.00</b>
	<b>Total Fees</b>	<b>\$30,510.00</b>	<b>\$27,950.00</b>	<b>\$7,030.00</b>	<b>\$46,530.00</b>	<b>\$44,485.00</b>	<b>\$22,910.00</b>	<b>\$2,320.00</b>	<b>\$2,000.00</b>	<b>\$2,790.00</b>	<b>\$3,675.00</b>	<b>\$200,042.50</b>	<b>\$390,242.50</b>