



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 15, 2022

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

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed amendment (“Amendment”) to Contract No. 21300262 (“Contract”) with H+K Architects for additional structural engineering design services for the Carson City Senior Center (“Senior Center”) remodel project, for an additional \$22,500, resulting in a new total not to exceed amount under the Contract of \$164,500. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: During the design of the Senior Center building remodel, H+K Architects discovered additional structural design elements are needed for modifications to the dining room/kitchen wall and the restroom wall. Both walls were found to be structural support for the building. The Contract’s original scope for H+K Architects did not include structural engineering design for these areas, because the structural significance of the dining room and restroom walls were unknown until after the project design began.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the Amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

May 5, 2022 – The Board of Supervisors (“Board”) approved Contract 21300262 with H+K Architects to provide design and construction support services for the Senior Center remodel design project, for a not to exceed amount of \$142,000.

August 5, 2021 - The Plan of Expenditures for Federal American Rescue Plan Act ("ARPA") funds was approved by the Board, which designated \$400,000 to remodel the Senior Center restroom as a service or program to contain and mitigate the spread of COVID-19. Included in the project was the dining room remodel and kitchen floor replacement with a designated budget of \$640,633 and \$350,000, respectively.

Background/Issues & Analysis

The overall budget for the Senior Center remodel project is \$1,390,633. The design costs are being tracked separately for audit and reporting purposes; therefore, the Amendment will increase the dining room design costs by \$11,000 (from \$51,000 to \$62,000), increase the restroom costs by \$11,500 (from \$68,800 to \$80,300) and leave the kitchen floor design costs unaffected at \$22,200. The total increase to the Contract is \$22,500, for a new contract amount of \$164,500.

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: Sub-Project P301222006 of master grant G070121010 (ARPA)
Grant Fund Account 2750600-507010
Capital Project Fund Account 2105050-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Sub-Project P301222006 of master grant G070121010 (ARPA): account 2750600-507010 (Restroom Project) will be reduced by an additional \$11,500, the available budget is \$326,601; and account 2105050-507010 (Dining Room) will be reduced by an additional \$11,000, the available budget is \$566,800. The kitchen floor available budget is \$325,000 and is unchanged. Current construction costs are estimated to be \$300,000 under-budget; however, if bids come in higher than expected, the Senior Center has room to cost engineer the project for further savings.

Alternatives

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

Attachments:

[21300262 Amendment 1.pdf](#)

[21300262 Executed Contract.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 21300262
Title: Carson City Senior Center Facilities Remodel Project - Design and Construction Support Services
Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase \$22,500.

Reason for amendment: To expand the SERVICES provided by CONSULTANT under Contract No. 21300262 to include the additional structural engineering services described in Exhibit A to this Amendment, and to make a corresponding \$22,500 increase the compensation owed to CONSULTANT under Contract No. 21300262, for a new total not to exceed amount of \$164,500 for Contract No. 21300262.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 21300262 thereto, remain in full force and effect for the duration of the Contract term.

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

CONSULTANT

Approved by:

H+K Architects:

Name/Title: Max Hershenow, 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: _____

Sub-Project P301222006
Master Grant G070121010 (ARPA Grant)
2750600-507010 = \$11,500
2105050-507010 = \$11,000

AMENDMENT FOR CONTRACT

Contract No.: 21300262

Title: Carson City Senior Center Facilities Remodel Project - Design and Construction Support Services

Amendment No.: 1

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 15, 2022, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 1 to CONTRACT No. 21300262. 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 15th day of September, 2022.

ATTEST:

AUBREY ROWLATT
Clerk-Recorder

DATED this 15th day of September, 2022.

Sub-Project P301222006
Master Grant G070121010 (ARPA Grant)
2750600-507010 = \$11,500
2105050-507010 = \$11,000



Proposal

August 22, 2022

Robert D. Fellows, PE
Senior Project Manager
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701

Re: Carson City Senior Citizens Center Facilities Remodel Project -
Additional Structural Components – Dining Room and Restrooms

Dear Mr. Fellows,

Thank you for the opportunity to present our proposal for additional architectural and structural engineering services. The proposal includes scope for H+K Architects and Will Engineering.

The scope of work is shown on the attached scope plan dated 8/16/22. Our design process has identified 4 areas that are affecting load-bearing walls. This work was not included in our original proposal, as we did not know how the existing structural systems would be affected by our design. Our ongoing work in Schematic Design and Design Development has provided us a general understanding of the structural requirements necessary for the new work in the 4 areas. The remodel work for the Restroom Remodel, Beverage Area opening, expanded Kitchen serving window and new Tray Room window will all require structural modifications noted on the attached scope plan. Our evaluations of existing conditions are from a set of drawings of the original building provided by the Senior Citizens Center staff, along with the drawings of the building addition you provided. Tasks included in the proposal are as follows:

- Review existing plans to understand the current structural framing.
- Site visits to investigate the existing structural configuration in the affected areas.
- Structural calculations to design new structural requirements.
- Coordination of architectural and structural design and drawings.
- Drawings, specifications, and cost estimates for the structural design.
- Construction administration services including RFI correspondence, review change orders, site visits to review the progress of construction and provide field reports for each, and submittal review.

The scope is in addition to the review of the existing kitchen floor structure already performed. The structural scope includes reviewing whether or not the proposed renovation has a significant impact on the lateral strength of the building but does not include any subsequent lateral strengthening that may be required. If it is found that lateral strengthening design is required, additional scope and fees will apply.

H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
Reno, Nevada 89511-2262

P 775+332+6640
F 775+332+6642

hkarchitects.com

Proposal for Carson City Senior Citizens Center Facilities Remodel
Additional Structural Components – Dining Room and Restrooms
August 22, 2022
Page 2 of 2

Proposed Compensation

Compensation is proposed as a stipulated sum of Twenty Two Thousand Five Hundred Dollars (\$22,500.00). Compensation is presented by scope areas and by team member.

	Dining Room	Restroom	Total
H+K Architects	\$1,500	\$2,000	\$3,500
Will Engineering	\$9,500	\$9,500	\$19,000
Total By Area	\$11,000	\$11,500	\$22,500

We appreciate your consideration of this proposal. Please contact me should you have any questions or need additional information

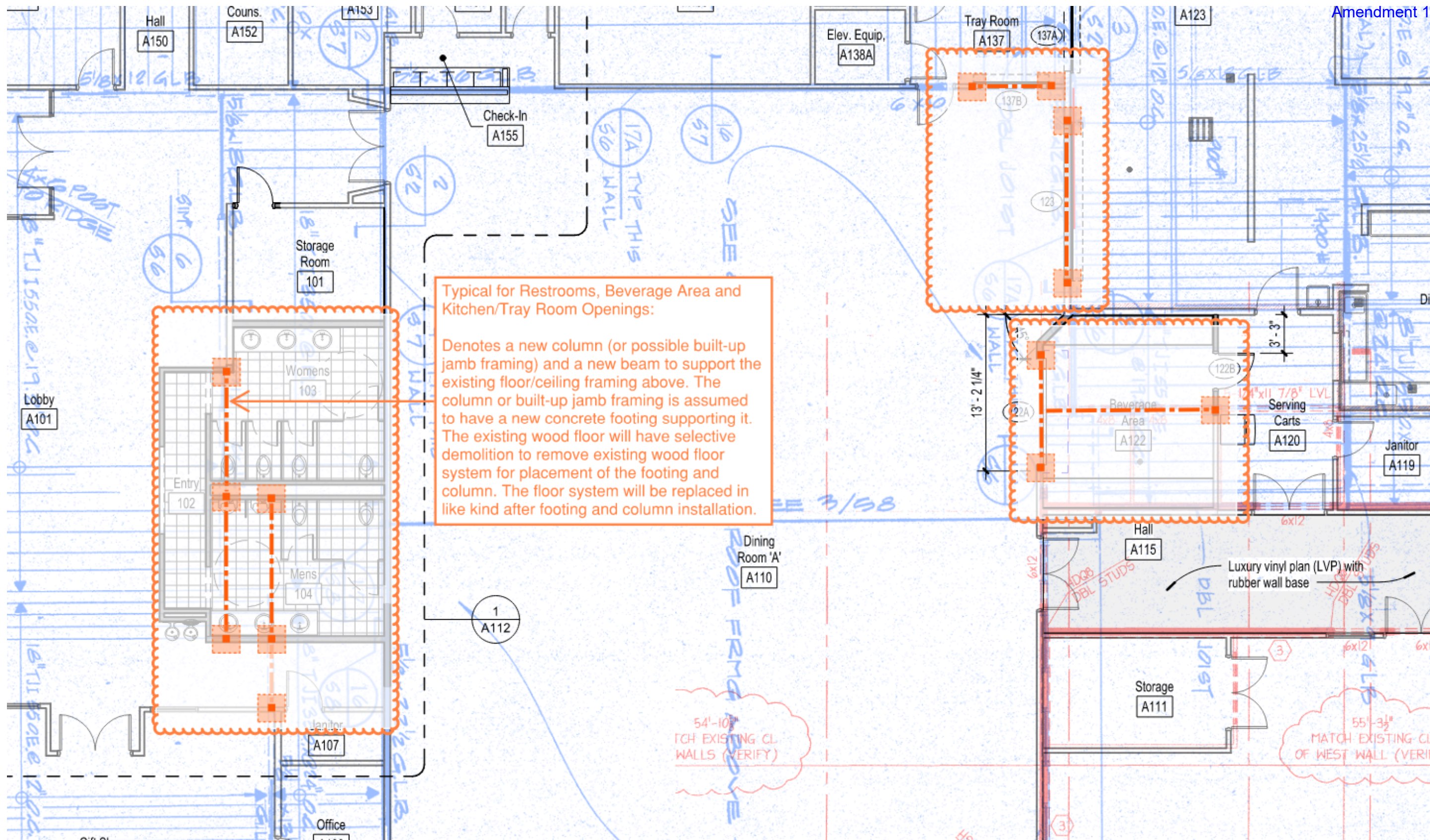
Sincerely,



Max Hershenow, AIA

Attachments

Structural Scope Plan, dated August 16, 2022





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** May 5, 2022

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

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 21300262 (“Contract”) with H+K Architects to provide design and construction service for the Carson City Senior Citizens Center (“Senior Center”) facilities remodel project (“Project”), for a not to exceed amount of \$142,000 through December 1, 2023. (Carol Akers; CAkers@carson.org and Randall Rice, RRice@carson.org)

Staff Summary: Request for Qualifications 21300262 (“RFQ”) was released on January 25, 2022, requesting that design firms submit qualifications to provide architectural, structural engineering, mechanical engineering and electrical engineering services for the Project, which covers dining room renovations, kitchen floor replacement and bathroom remodel at the Senior Center.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the contract as presented.

Board’s Strategic Goal

Efficient Government

Previous Action

The Plan of Expenditures for Federal American Rescue Plan Act (“ARPA”) funds was approved by the Board of Supervisors on August 5, 2021, and it designated \$400,000 to remodel the Senior Center restroom as a service or program to contain and mitigate the spread of COVID-19.

Background/Issues & Analysis

The overall Project to remodel Senior Center facilities combines three smaller projects (dining room renovation, kitchen floor replacement and bathroom remodel) into a single project. The Project, including construction, is anticipated to be funded through Direct Local ARPA Federal Funds, State Passthrough Federal funding from State Department of Health and Human Services, Aging and Disability Services Division, and City Funds approved as part of the Capital Improvement Program. The recommended architect for the Project will be paid by these revenue sources and has agreed to split their billing between the three smaller projects, as each has a different approved funding source. Design work is expected to begin before June 30, 2022.

This Project will improve the Senior Center facility based on CDC recommendations to reduce the spread of COVID-19 by improving social distancing, significantly reducing high-touch surface areas and decreasing areas where people cluster together waiting for service. The Project would also contribute to efficiencies, improvements and expansions in Senior Center programs that provide food assistance and social services/supports for seniors. This Project creates an opportunity to also build capacity within the Senior

Center to meet a growing aging population within Carson City. The Project will also improve ADA functionality and repair an area of flooring that is failing due to moisture damage.

The RFQ was released on January 25, 2022, and proposals were accepted through 2:00 pm on February 22, 2022. Three proposals were received, and the City's Review and Selection Committee selected H+K Architects for recommendation to the Board for award. H+K Architects was selected above the other firms because they showed the most experience specific to the design, as well as great overall expertise in architectural design and assessments.

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: Sub-Project # P301222006 of master grant # G070121010 (ARPA):

Grant Fund Account: 2750600-507010

Capital Projects Fund Account 2105050-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Sub-Project # P301222006 of Master Grant # G070121010 (ARPA), account 2750600-507010 (Restroom Project) will be reduced by \$68,800, the available budget is \$399,741 in FY 2022; account 2105050-507010 (Dining Room and Kitchen Floor) will be reduced by \$73,200, the available funding includes a \$640,000 Grant received by the Senior Center Non-profit which will be augmented as reimbursement revenue during the 2nd round of augmentations in FY22, and \$325,000 was approved as part of the FY 2023 Carson City Budget at the April 21, 2022 Board of Supervisors meeting, therefore total budget for these two smaller projects is \$965,000. The vendor is aware that services will be required to be split (see page 22 of 34 of the attachment).

Alternatives

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

Attachments:

21300262 Draft Contract.pdf

Board Action Taken:

Motion: Approved Via Consent 1) SG
Agenda 2) MW

Aye/Nay

5-0-0

TW

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300262
Title: Carson City Senior Citizens Center Facilities Remodel Project –
Design and Construction Services

THIS CONTRACT is made and entered into this 5th day of May, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “CITY”, and Hershenow & Klippenstein Architects, LTD., dba H+K Architects, 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 X) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 21300262** (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	12/31/22
GL expires	4/1/23
AL expires	4/1/23
PL expires	4/1/23
WC expires	9/7/22

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: Carson City Senior Citizens Center Facilities Remodel Project – Design and Construction 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300262

Title: Carson City Senior Citizens Center Facilities Remodel Project – Design and Construction Services

statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of wages and shall be on the “Statement of Compliance” form. **CONSULTANT** shall submit 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

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**Title: Carson City Senior Citizens Center Facilities Remodel Project –
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(6) The actual per diem, wages and benefits paid to the worker;
and

(b) An additional accurate record showing, for each worker employed by the 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

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Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any 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 May 9, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be May 5, 2022) and ends on December 1, 2023, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. **NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or

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permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Max Hershenow, AIA, Principal
H+K Architects
5485 Reno Corporate Dr., Suite 100
Reno, NV 89511
775-332-6640
Max@hkarchitects.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Forty Two Thousand Dollars and 00/100 (\$142,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **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

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first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

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

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

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

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

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

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

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

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

8. REMEDIES:

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

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available 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

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CITY resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

12. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the 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

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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.

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.

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- 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.
- 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

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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 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.

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17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees 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.

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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, 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300262
Title: Carson City Senior Citizens Center Facilities Remodel Project –
Design and Construction Services

NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONSULTANT** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300262
Title: Carson City Senior Citizens Center Facilities Remodel Project –
Design and Construction Services

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

By: 
Sheri Russell, Chief Financial Officer

Dated 5/9/2022

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 5/9/22

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 5/10/2022

Sub-Project # P301222006
Of Master Grant # G070121010 (ARPA)
Account: 2750600-507010 = \$68,800
2105050-507010 = \$73,200

PROJECT CONTACT PERSON:

Robb Fellows, Project Manager
Telephone: 775-283-7370

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300262

**Title: Carson City Senior Citizens Center Facilities Remodel Project –
Design and Construction Services**

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: Max Hershenow

TITLE: Principal

FIRM: H+K Architects

CARSON CITY BUSINESS LICENSE #: BL-004335

Address: 5485 Reno Corporate Dr., Suite 100

City: Reno **State:** NV **Zip Code:** 89511

Telephone: 775-332-6640

E-mail Address: Max@hkarchitects.com


(Signature of Consultant)

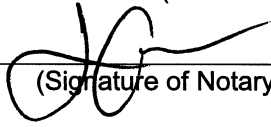
DATED MAY 6, 2022

STATE OF Nevada)

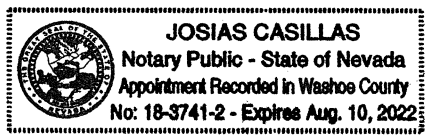
)ss

County of Washoe)

Signed and sworn (or affirmed before me on this 6th day of MAY, 2022.


(Signature of Notary)

(Notary Stamp)



PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300262

**Title: Carson City Senior Citizens Center Facilities Remodel Project –
Design and Construction Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 5, 2022, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300262**. 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 5th day of May 2022.

ATTEST:



AUBREY ROWLATT, CLERK-RECORDER

DATED this 5th day of May 2022.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300262
Title: Carson City Senior Citizens Center Facilities Remodel Project –
Design and Construction Services

SAMPLE INVOICE

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

Invoice shall be submitted to:

Carson City Public Works
 Attn: Courttney Nicholas, email: CNicholas@carson.org
 3505 Butti Way
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$ _____
Less amount previously billed	\$ _____
= contract sum prior to this invoice	\$ _____
Less this invoice	\$ _____
=Dollars remaining on Contract	\$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES



Proposal

March 28, 2022

Robert D. Fellows, PE
Senior Project Manager
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701

Re: Carson City Senior Citizens Center Facilities Remodel Project -
Design and Construction Services

Dear Mr. Fellows,

Thank you for the opportunity to present our proposal for the project. The scope is as noted in the attached Scope of Work Summary dated March 23, 2022.

Project Team

Architecture	H+K Architects
Structural Engineering	Will Engineering
Mechanical Engineering	Ainsworth Associates Mechanical Engineers
Electrical Engineering	PK Electrical, Inc.

Proposed Compensation

Compensation is proposed as a stipulated sum of One Hundred Forty Two Thousand Dollars (\$142,000.00). Compensation is presented by scope areas and by team member. The compensation breakdown below is provided with the understanding that there are different funding sources for the scope components and costs will need to be assigned to the various projects. It is assumed the work will be completed in one set of drawings with one bid phase and one general contractor.

	Dining Room	Kitchen Flooring	Restroom	Total
H+K Architects	\$29,500	\$15,200	\$55,800	\$100,500
Will Engineering		\$2,000		\$2,000
Ainsworth Associates	\$11,000	\$2,500	\$7,500	\$21,000
PK Electrical	\$10,500	\$2,500	\$5,500	\$18,500
Total By Area	\$51,000	\$22,200	\$68,800	\$142,000

We appreciate your consideration of H+K Architects for the project. Please contact me should you have any questions or need additional information

Sincerely,

Max Hershenow, AIA

H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
Reno, Nevada 89511-2262

P 775+332+6640
F 775+332+6642

hkarchitects.com



Scope of Work Summary

Date: March 23, 2022

Project: Carson City Senior Citizens Center Facilities Remodel Project - Design and Construction Services

PROJECT PHASES

- Schematic Design
- Design Development
- Construction Documents
- Plan Review
- Bid Phase
- Construction Administration

SCOPE OF WORK

Architectural, structural engineering, mechanical engineering and electrical engineering services for remodeling of the Carson City Senior Citizens Center. The scope includes work in 3 areas as follows. The scope areas are shown on the attached scope plan. The documents will be developed so that each task is presented as a separate bid item. This will allow for the cost of the work to be managed by task. It is assumed the work will be completed in one set of drawings with one bid phase and one general contractor.

Record drawings have not been provided for the original building. Drawings have been provided for the 2003 Remodel and Addition. In areas where drawings have not been provided, the design team will perform on-site verification to the extent possible. Verification will be limited to visual observations that can be made without demolition or exhaustive research of existing conditions. In areas where drawings provided have been provided, those drawings will form the basis of design. Visual confirmation will be made for the drawing information to the extent noted above.

Task 1: Dining Room Renovations

- A. Expansion of the food service window with new fire rated door roll-up window and area for trays and utensils.
 - Remove wall and install large roll up door. The opening will be approximately twice as wide.
 - Replace Counters at Roll Up Door and Sliding Window. Counter will comply with ADA. A tray rail will be considered.
 - Add sliding window for tray service.
 - Add a window between Kitchen and Tray Room. Assume a fire-rated counter door at the opening to keep wall rating intact.
 - The scope assumes patching and painting of the existing walls after the improvements. It is assumed new painting will be corner-to-corner/floor-to-ceiling of all walls that are impacted by the work. The scope assumes the existing wall finishes will remain and be patched/painted. Wall materials that differ from those currently in place will not be considered.

- B. Remodel of the existing galley to include a self-service beverage dispensing room, flooring and equipment.
 - Demo Bathroom.
 - Open Wall and Install Double Door.
 - Wall in bathroom door.
 - Construct Self Service Beverage Room, including equipment. The Beverage Room will have the necessary power, plumbing and drains for the anticipated foodservice equipment.
 - Foodservice equipment will be Owner Furnished, Contractor Installed. Equipment will be commercial grade and include icemakers (countertop and free standing), coffee machines, iced tea machine, milk dispenser and beverage dispenser.
 - The scope assumes patching and painting of the existing walls after the improvements. It is assumed new painting will be corner-to-corner/floor-to-ceiling of all walls that are impacted by the work. The scope assumes the existing wall finishes will remain and be patched/painted. Wall materials that differ from those currently in place will not be considered.

- C. Common Area Flooring Replacements
 - Remove and replace flooring - NW Kitchen Entrance.
 - Remove and replace flooring - Hallway to Dining Room.
 - Resurface flooring - Stairs to New Addition.
 - Remove and replace floor tile at Lounge and Hall.

- D. Remodel of the existing lunch check-in desk to include locking cabinets and built-in technology.
 - Replace 12' desk with new high top desk with outlets and underneath data storage.
 - Evaluation of dropped soffit and acoustical ceiling over the check-in desk. Possible alteration of soffit, ceiling and lighting.
 - The desk will support computer transactions.
 - The scope assumes patching and painting of the existing walls after the improvements. It is assumed new painting will be corner-to-corner/floor-to-ceiling of all walls that are impacted by the work. The scope assumes the existing wall finishes will remain and be patched/painted. Wall materials that differ from those currently in place will not be considered.

- E. Remove existing lighting in the north soffit and east soffit of Dining Room, and Service Corridor. Replace with new fixtures.

Task 2: Kitchen Floor Replacement

- A. Replace flooring and add supporting floor joist as needed.
 - Existing flooring is resinous flooring and has failures. Various flooring systems will be reviewed with Carson City.
 - Scope includes evaluation of the wood floor structural system by a structural engineer. Structural engineer will issue a report as a part of Schematic Design deliverable.
 - Since the necessity (and extent) of improvements are not known, the design of any structural improvements will be an additional service.
 - The design will consider phasing so the kitchen may be able to stay operational as much as possible during the replacement.
 - It is assumed kitchen equipment that is permanently installed will need to be removed and reinstalled for the flooring replacement. The scope assumes removal of sealants, patching and painting of the existing walls prior to re-installation of the equipment. It is assumed new painting will be corner-to-corner/floor-to-ceiling of all walls that are impacted by the work. The scope assumes the existing wall finishes will remain and be patched/painted. Wall materials that differ from those currently in place will not be considered.

Task 3: Bathroom Remodel

- A. Remodel of existing men’s and women’s restrooms located at the west end of the building to include an ADA door-less entrance.
 - The restrooms may need to expand past their current footprint. Expansion from their current footprint can extend into the hallway towards the gift shop and use the space where the water fountain currently is. Reception area and accent wall are to remain. If the existing drinking fountain is impacted, a new location will need to be provided for the drinking fountain.
 - The scope assumes patching and painting of the existing walls after the improvements. It is assumed new painting will be corner-to-corner/floor-to-ceiling of all walls that are impacted by the work. The scope assumes the existing wall finishes will remain and be patched/painted. Wall materials that differ from those currently in place will not be considered.

COST STATEMENT

A cost statement will be provided with the Schematic Design, Design Development and Construction Documents deliverables. The cost statements will be prepared by the design team.

PROJECT BUDGET

The overall project budget is \$1,390,633.00. The task budgets are as follows:

Dining Room	\$640,633.00
Kitchen Flooring	\$350,000.00
Restroom	\$400,000.00

SCHEDULE

A preliminary schedule is attached.

COMPENSATION

Compensation will be a stipulated sum (fixed fee).

End of Summary

Attachments

- Scope Plan dated March 23, 2022
- Preliminary Project Schedule from SOQ

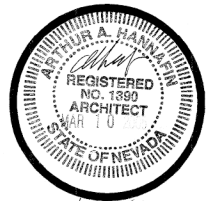
Provided to the Design Team by the City but not included as an attachment

- Carson City Senior Citizens Center Addition and Remodel drawing set dated April 30, 2003

NOTE:
ALL EXISTING & NEW EXTERIOR WALLS TO BE STRIPED & PREPARED FOR NEW EXTERIOR STUCCO (TYPICAL)

EXISTING WALLS & PARTITIONS
NEW WALLS & INTERIOR PARTITIONS
SEE WALL TYPE SCHEDULE

Carson City Senior Citizens Center Facilities Remodel Project - Design and Construction Services
Scope Plan
H+K Architects
March 23, 2002

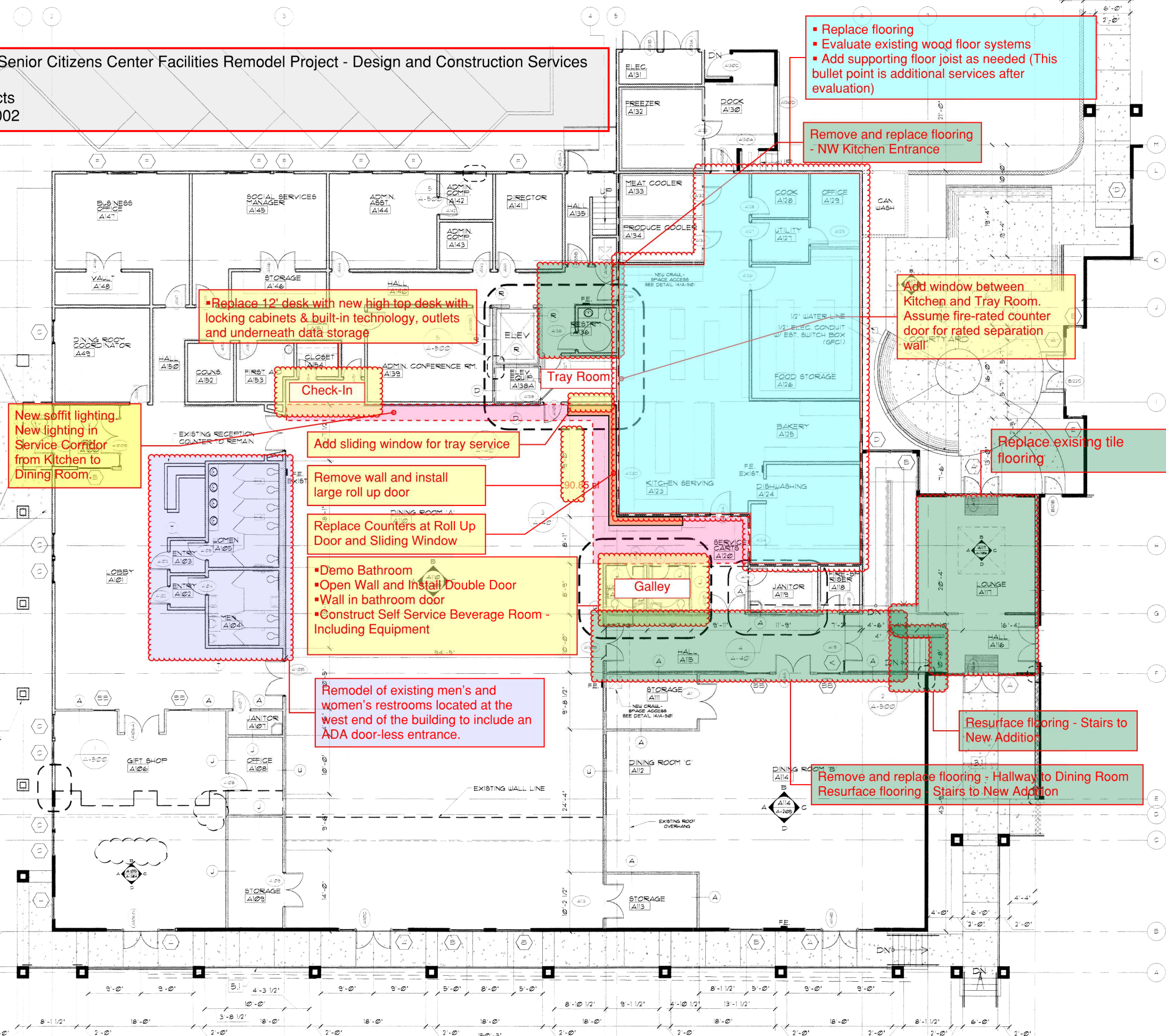


HANNAFIN / DARNEY ARCHITECTS
Design Planning
318 N. CARSON STREET, SUITE 202 CARSON CITY, NV 89701
PHONE: (775)882-6455 FAX: 882-1444
E-MAIL: AHANNAFIN@HIDARCHITECTS.COM

REMARKS	BY
REVISED PER BLDG DEPT 02-21-03	YAC
REVISED 04-10-03	JHG
ADDENDUM 1 4-30-03	ANT

PROJECT: **REMODEL AND ADDITION C.C. Senior Citizens Center**
901 Beverly Drive, Carson City, NV 89701
SHEET TITLE: **EXISTING BUILDING FLOOR PLAN**

DATE:	01-15-03
DESIGN BY:	KMT
DRAWN BY:	GIS
SCALE:	1/8"=1'
SHEET No.:	A-103



Replace flooring
Evaluate existing wood floor systems
Add supporting floor joist as needed (This bullet point is additional services after evaluation)

Remove and replace flooring - NW Kitchen Entrance

Add window between Kitchen and Tray Room. Assume fire-rated counter door for rated separation wall

Replace 12' desk with new high top desk with locking cabinets & built-in technology, outlets and underneath data storage

Check-In

New soffit lighting. New lighting in Service Corridor from Kitchen to Dining Room.

Add sliding window for tray service

Remove wall and install large roll up door

Replace Counters at Roll Up Door and Sliding Window

Demo Bathroom
Open Wall and Install Double Door
Wall in bathroom door
Construct Self Service Beverage Room - Including Equipment

Remodel of existing men's and women's restrooms located at the west end of the building to include an ADA door-less entrance.

Replace existing tile flooring

Resurface flooring - Stairs to New Addition

Remove and replace flooring - Hallway to Dining Room
Resurface flooring - Stairs to New Addition

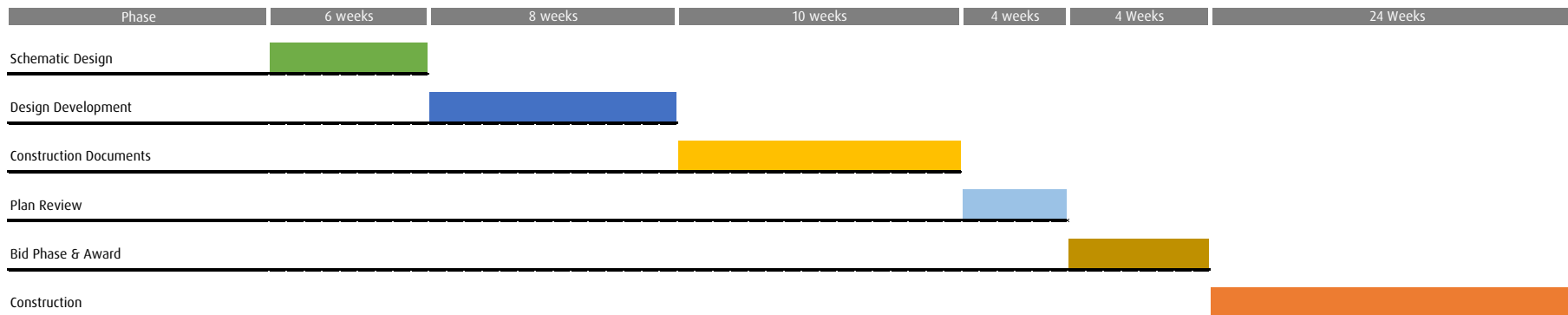
FLOOR PLAN AREA 'A'
SCALE: 1/8" = 1'-0"

KEY PLAN
SCALE: N.T.S.

Carson City Senior Citizens Center Facilities Remodel Project - Design and Construction Services

Preliminary Project Schedule

March 23, 2022



CERTIFICATION REGARDING SUSPENSION OR DEBARMENT

STATE OF NEVADA }
COUNTY OF WASHOE } SS

I, MAX HERSHENDU (Name of party signing this affidavit and the Proposal Form) PRINCIPAL (title)
being duly sworn do depose and say: That HERSHENDU + KLIPPENSTEIN ARCHITECTS, LTD.
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into
agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding in connection with this contract; and further that, except as noted below to the best of
knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

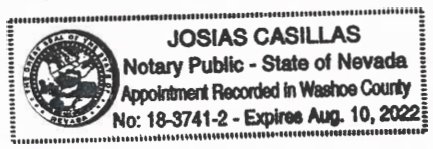
(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature [Handwritten Signature]
PRINCIPAL
Title

Sworn to before me this 16th day of Feb, 20 22

(SEAL)



[Handwritten Signature]
Notary Public, Judge or other Official

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Max Hershenow

Name (please type or print)



Signature

Principal

Title

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p>1. Type of Federal Actions:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p><input type="checkbox"/> 4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Sub-awardee</p> <p style="margin-left: 40px;">Tier _____, if known:</p> <p>Hershenow + Klippenstein Architects, Ltd. 5485 Reno Corporate Drive, Suite 100 Reno, NV 89511</p> <p>Congressional District, if known: NV 2</p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p> <p>Not known.</p>	<p>7. Federal Program Name/Description:</p> <p>American Rescue Plan Act of 2021 (ARPA) CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: Not known.</p>	<p>9. Award Amount, if known: Not known. \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p>None.</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p>None.</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>	
<p><input type="checkbox"/> 11. Amount of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> \$ None. <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: Max Hershenow</p> <p>Title: Principal</p> <p>Telephone No.: (775) 772-2818 Date: 2/22/22</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Conflict of Interest Disclosure Form

Date: February 22, 2022
Project: Carson City Senior Citizens Center Facilities Remodel
Title: H+K Architects
Name: Max Hershenow
Position: Principal

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

X I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: February 22, 2022

DUNS Number

Proposers need to have a DUNS number (obtained from Dun & Bradstreet: <http://www.sba.gov/content/getting-d-u-n-s-number>) and be registered in the US Government System for Award Management (SAM: <https://www.sam.gov>) for ease of verification they are not debarred from working on projects with federal funding.

SAM registration must be completed and valid to execute the Contract.

H+K Architects has a DUNS number: 879760643.

H+K Architects is currently registered with SAM.



HERSHENOW + KLIPPENSTEIN ARCHITECTS, INC.

DUNS Unique Entity ID 879760643	SAM Unique Entity ID E3JMPFHGMJS3	CAGE / NCAGE 1JJY7
Purpose of Registration All Awards	Registration Status Active	Expiration Date Sep 22, 2022
Physical Address 5485 Reno Corporate DR Reno, Nevada 89511-2330 United States	Mailing Address 5485 Reno Corporate DRIVE, Suite 100 Reno, Nevada 89511-2262 United States	

Business Information

Doing Business as HERSHENOW & KLIPPENSTEIN ARCHITECTS	Division Name (blank)	Division Number (blank)
Congressional District Nevada 02	State / Country of Incorporation Nevada / United States	URL (blank)

Registration Dates

Activation Date Sep 24, 2021	Submission Date Sep 22, 2021	Initial Registration Date Mar 5, 2003
--	--	---

Entity Dates

Entity Start Date Apr 1, 1994	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 1JJY7
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Points of Contact

Electronic Business

 MAX HERSHENOW, MR.	5485 Reno Corporate Drive Suite 100 Reno, Nevada 89511 United States
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JEFF KLIPPENSTEIN	5485 Reno Corporate Drive Suite 100 Reno, Nevada 89511 United States
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Government Business

 MAX HERSHENOW, MR.	5485 Reno Corporate Drive Suite 100 Reno, Nevada 89511 United States
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JEFF KLIPPENSTEIN	5485 Reno Corporate Drive Suite 100 Reno, Nevada 89511 United States
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Past Performance

 MAX HERSHENOW	5485 Reno Corporate Drive Suite 100 Reno, Nevada 89511 United States
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JEFF KLIPPENSTEIN	5485 Reno Corporate Drive Suite 100 Reno, Nevada 89511 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541310	Architectural Services

Disaster Response

This entity does not appear in the disaster response registry.