



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Jennifer Budge, Parks, Recreation & Open Space Director

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 23300263 with Farr West Engineering ("FWE") to provide engineering services for the Fuji Fairgrounds Arena Expansion Project ("Project"), for a not to exceed amount of \$88,590. (Carol Akers, cakers@carson.org and Jennifer Budge, jbudge@carson.org)

Staff Summary: If approved, this contract will be for a complete design to relocate utilities, construct a new announcer's booth, eliminate permanent pens and bucking chutes and expand the overall footprint of the arena by 35%.

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

May 20, 2021 (Item 20A): The Redevelopment Authority approved the final budget for fiscal year 2022.

Background/Issues & Analysis

The Board of Supervisors ("Board") approved the Fuji Park and Fairgrounds Master Plan on May 5, 2022 following a recommendation to approve by the Parks and Recreation Commission on April 6, 2022. During the master plan discussion, the Carson City Parks, Recreation and Open Space Department received clarification that funding for arena improvements would be best spent expanding the arena which will allow for a wider range of events to be held in the space and to ensure continued revenue generation.

This is an annual request. The purchase amount exceeds \$50,000 and therefore requires Board approval.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project P504622003
Redevelopment Fund – Capital Improvement Account \ 6037510-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account 6037510-507010 will be reduced by \$88,590; the total approved budget was \$200,000 which has an available budget of \$192,990.

Alternatives

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

Attachments:

[23300263 Draft Contract.pdf](#)

[Exhibit A.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

THIS CONTRACT is made and entered into this 5th day of January, 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Farr West Engineering, hereinafter referred to as “**CONSULTANT**”.

WITNESSETH:

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

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

WHEREAS, this Contract (does involve X) (does not involve) a “public work” construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 23300263** (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 and 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 _____
GL expires _____
AL expires _____
PL expires _____
WC expires _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

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

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

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

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

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

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

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

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

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

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

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

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

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

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

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

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

2.8 CITY Responsibilities:

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

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on January 5, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be January 5, 2023) and ends on December 31, 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 permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

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

Keith Karpstein, P.E., Senior Principal
Farr West Engineering
5510 Longley Lane
Reno, NV 89511
775-284-7898
kkarpstein@farrwestengineering.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 Eighty Eight Thousand Five Hundred Ninety Dollars and 00/100 (\$88,590.00), 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 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:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

7.1 Termination Without Cause:

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

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

7.2 Termination for Nonappropriation:

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

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

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

7.4 Time to Correct (Declared Default or Breach):

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

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

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

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

8. REMEDIES:

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

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

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

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

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

12. **INDEPENDENT CONTRACTOR:**

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

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

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

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

13. **INSURANCE REQUIREMENTS (GENERAL):**

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

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

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

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**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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

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

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

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

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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

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

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

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

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONSULTANT** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

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

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

13.20.1 *Minimum Limits required:*

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

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

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

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

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

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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance 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;

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3

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

14. **BUSINESS LICENSE:**

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

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. **WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. **SEVERABILITY:**

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

18. **ASSIGNMENT / DELEGATION:**

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

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: (Not Applicable)

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

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

(AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. **LOBBYING:**

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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

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

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

24. **GENERAL WARRANTY:**

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

25. **PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any **SERVICES** performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. **ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

If the **SERVICES** under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. **GOVERNING LAW / JURISDICTION:**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

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. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

29. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Project: P504622003
Account: 6037510-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

Nick Wentworth, Project Manager
Telephone: 775-283-7733

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering 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: Keith Karpstein, P.E.

TITLE: Senior Engineer

FIRM: Farr West Engineering

CARSON CITY BUSINESS LICENSE #: BL-003768

Address: 5510 Longley Lane

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

Telephone: 775-284-7898

E-mail Address: kkarpstein@farrwestengineering.com

(Signature of Consultant)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 5, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300263**. 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 January 2023.

ATTEST:

WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 5th day of January 2023.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300263

Title: Fuji Fairgrounds Arena Expansion Engineering Services

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Parks, Recreation & Open Space
Attn: Patti Liebespeck, email: PLiebespeck@carson.org
3303 Butti Way, #9
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

EXHIBIT A SCOPE OF WORK

Carson City Parks, Recreation & Open Space Carson City Fairgrounds Arena Expansion

INTRODUCTION

Carson City Parks, Recreation & Open Space (City Parks & Rec) has requested to expand the 150'x280' rodeo arena to invite and attract a variety of larger events to utilize its facility. The current layout can only expand lengthwise, but ultimately, City Parks & Rec would like to increase the width by approximately 30 feet. This newly proposed layout of 180'x300' will require the removal and relocation of several structures and fencing, most notably, the removal of the announcer's booth building on the south side of the arena. The construction of a new announcer's booth (optional) and electrical layout to the lighting and public address (PA) sound system will be part of the arena expansion project. Lastly, the City Parks & Rec would like to improve drainage on the fire lane towards Bodine's Casino parking lot and drain to the existing drainage basin. Farr West Engineering (Farr West) will provide project management, survey and mapping, private utility location, geotechnical investigation, electrical design, architectural design (optional), and civil design as described in the following task descriptions.

The phase and task breakdown for the project is designated as follows:

Design Services

- Task 1 – Project Management
- Task 2 – Survey and Mapping
- Task 3 – Private Utility Location
- Task 4 – Geotechnical Investigation
- Task 5 – Electrical Design
- Task 6 – Architectural & Structural Design Phase 1 (Optional)
- Task 7 – Architectural, Structural & Mechanical Design Phase 2 (Optional)
- Task 8 – Civil Preliminary Design
- Task 9 – Civil Final Design
- Task 10 – Owner Directed Services

DESIGN SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with monthly project coordination meetings with Carson City Parks & Rec and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, subconsultant management, and routine communications.
- Conducting a project kick-off meeting with Farr West and City Parks & Rec staff.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with City Parks & Rec.

Deliverables

The following deliverables will be submitted under this task:

- Project schedule.
- Monthly status reports.

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – Survey and Mapping***Objective***

To generate survey and mapping data for development of CAD base maps in support of design activities.

Approach

The following approach applies:

- Farr West will utilize Carson City GIS data for parcel lines. A boundary survey will not be required.
- Farr West will establish project control for base map preparation. The horizontal and vertical control will be based on published data. Horizontal control will conform to North American Datum of 1983 (NAD 83), and vertical control will conform to North American Vertical Datum of 1988 (NAVD 88). Farr West will constrain to Carson City Control Network.
- Farr West will provide a topographic survey to support development of design drawings. The final drawing will be prepared showing one-foot contour intervals.
- Farr West will locate existing conditions including, but not be limited to fencing, light poles, speaker poles, and utility features including water and sewer, drainage features, and structures that are visible from the surface of the ground. These features will be mapped and shown on the topographic map.

- Existing manholes, catch basins and valves will be dipped to establish vertical profiles for existing utilities.
- Farr West will coordinate with utility owners in the project area to obtain record drawings and/or maps. Fees, if applicable, are included in this task.

Deliverables

- Electronic CAD files for use in preparing design plans conforming to Farr West Mapping Standards or Carson City Mapping Standards.

Assumptions

The following assumptions apply:

- City Parks & Rec will be responsible for obtaining any required off-site right of entries, easements, or right-of-way.
- Access gates will be opened for vehicular access by City Parks & Rec.
- Boundary survey and record map recordation are not included.

Task 3 – Private Utility Location

Objective

To locate existing private underground utilities using radar and detection equipment.

Approach

The following approach applies:

- Complete scanning of project site to detect known utilities such as conduits, pipes, and other private underground utilities without excavation or intrusion to the surface.
- Enter buildings and facilities to identify end-location of utilities.

Deliverables

- On-site marking of existing utilities within project site with map exhibit of findings.

Assumptions

The following assumptions apply:

- Access gates will be opened for vehicular access by City Parks & Rec.
- Others to provide access to work area above 10 feet.
- Access to electrical and communication rooms will be opened by City Parks & Rec.
- Ground penetrating Radar and Radio Detection equipment to be used for locating underground utilities.
- Work is limited to the southern portion of the project site and 8 hours maximum of on-site locating and travel time.

Task 4 – Geotechnical Investigation

Objective

To provide subsurface exploration for soil condition utilizing test pits and laboratory testing and providing recommendations for structure foundation design.

Approach

This task will include the following activities:

- Review published geotechnical reports, geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site.
- Complete up to two (2) test pits to depths up to ten feet below existing ground surface for subsurface exploration to support existing and proposed location of announcer’s booth.
- Complete up to two (2) dynamic cone penetrometer (DCP) tests, one by each test pit locations, to measure consistency and relative strength of soils to support existing and proposed location of announcer’s booth.
- Complete laboratory testing of soil samples from test pit excavation. Testing for index properties including moisture determination, grain size distribution, and plasticity.
- Upon completion of the field, laboratory and office studies, a Geotechnical Site Assessment Report will be completed for the project and will include the following:
 - Description of the project site with the approximate locations of our subsurface exploration locations, shown on a site plan;
 - Descriptive logs of the explorations performed for this study;
 - General summary of the soils encountered, and depth to groundwater (if encountered);
 - Seismic design parameters for Site Class “D”;
 - Results of laboratory tests and a description of test methods;
 - Soil corrosion potential to concrete;
 - General recommendations including;
 - Earthwork including subgrade site preparation and/or remedial earthwork;
 - Shallow foundation allowable bearing capacity, anticipated settlements, and minimum footing depth and widths;
 - Static lateral earth pressures for foundation design;
 - Reuse of on-site materials;
 - Site drainage recommendations that may affect foundation performance.
 - Construction recommendations.

Deliverables

The following deliverables will be submitted under this task:

- Geotechnical Site Assessment Report, draft and final in pdf and word format.

Assumptions

The following assumptions apply:

- City Parks & Rec to provide signage of Fairgrounds closure up to two days.
- USA Dig coordination is included in this task.
- Access gates will be opened for vehicular access by City Parks & Rec.
- Bulk sample collection of base or subgrade R-value and index testing is not proposed.
- Excavator and operator to be subcontracted for test pit excavation. City Parks & Rec will not provide backhoe and operator.
- Test pits will be backfilled with excavated soils and tamped with equipment on-site without restoration to existing landscape.
- DCP testing will be performed using a manual Wildcat Dynamic Cone Penetrometer. Assembly consists of a 35-pound hammer with a 15-inch drop, 1-meter hollow drive rods (sounding rods), and cone tip.

Task 5 – Electrical Design

Objective

To design new electrical system for the new announcer's booth and reroute conduits to the newly relocated lighting and PA sound systems.

Approach

This task will include the following activities:

- Review as-builts for locations of existing lights and PA system.
- Demolish and design new electrical gear for the announcer's booth.
- Show routing of conduits for relocated arena lights and PA system.
- Prepare 90% electrical design, engineer's opinion of probable cost for construction, and technical specifications to be reviewed by City Parks & Rec. The 90% electrical design submittal will include:
 - 1 general sheet, which includes abbreviations and legend;
 - 2 electrical site plan sheets;
 - 1 electrical detail sheet.
- Prepare 100% electrical design, engineer's opinion of probable cost for construction, and technical specifications for City Parks & Rec. This milestone will incorporate City Parks & Rec's comments from the 90% design review. The intent of this milestone is to ensure the design includes the necessary detail that is sufficient for bidding and construction. The submittal will include:
 - 1 general sheet, which includes abbreviations and legend;
 - 2 electrical site plan sheets;
 - 1 electrical detail sheet.
- Internal quality assurance and quality control of deliverables.

Deliverables

The following deliverables will be submitted under this task:

- 90% electrical design drawing, engineer’s opinion of probable cost for construction, and technical specifications in pdf format.
- 100% electrical design drawing, engineer’s opinion of probable cost for construction, and technical specifications in pdf format. Design drawings and technical specifications will include engineer’s electronic signature and stamp for use in bidding.

Assumptions

The following assumptions apply:

- No utility potholing is required. If determined required, it will be billed under Task 11 – Owner Directed Services.
- City Parks & Rec to provide review comments on the 90% design with 2 weeks of submission.
- City Parks & Rec will coordinate bidding activities and host bid documents to a City Parks & Rec-approved platform.

Task 6 – Architectural & Structural Design Phase 1 (Optional)***Objective***

To provide conceptual design for new announcer’s booth with architectural and structural engineering services.

Approach

This task will include the following activities:

- City Parks & Rec to consider prefabricated structure as an option for the new announcer’s booth.
- Meetings with City Parks & Rec including site meeting and design review meetings. Coordination with Farr West and other subconsultants.
- Refer to latest building codes and ADA requirements for conceptual design.
- Conceptual design of announcer’s booth using BIM software.
- Submittal of conceptual design will include:
 - General sheet, which includes project information and general notes;
 - Dimension Floor Plans;
 - Building Elevations;
 - Building Section(s);
 - Wall Section(s);
 - Structural input for wood-framed versus cold-formed metal-framed building;
 - Estimated conceptual probable cost estimate;
 - Internal quality assurance and quality control of deliverables.

Deliverables

The following deliverables will be submitted under this task:

- Conceptual design and conceptual probable cost estimate to be used by the City Parks & Rec to evaluate project feasibility.

Assumptions

The following assumptions apply:

- City Parks & Rec to provide review comments on the conceptual design with 2 weeks of submission.
- This task will only be necessary if the City Parks & Rec does not select a prefabricated announcers booth.

Task 7 – Architectural, Structural & Mechanical Design Phase 2 (Optional)***Objective***

To provide final design for new announcer’s booth with architectural, structural, and mechanical/plumbing engineering services.

Approach

This task will include the following activities:

- Design review meetings with City Parks & Rec. Design coordination with Farr West and other subconsultants.
- Refer to latest building codes, ADA requirements, and envelope energy code compliance for final design.
- Prepare final design, probable cost estimate for construction, and technical specifications for City Parks & Rec. This milestone will incorporate the City Parks & Rec’s comments from Phase 1 conceptual design. The intent of this milestone is to ensure the design includes the necessary detail that is sufficient for bidding and construction. The submittal will include:
 - Cover sheet, which includes project information and general notes;
 - Dimension Floor, Reflected Ceiling, and Roof Plans;
 - Building Elevations and Sections;
 - Wall Sections;
 - Stair Plan and Stair Section(s);
 - Finish, Door, Door Hardware, and Window Schedules;
 - Details, which includes windows, hollow metal door, elevator or lift, and miscellaneous;
 - Structural Design Drawings;
 - Mechanical Design Drawings, which includes mini-split system;
 - Plumbing for lavatory (optional);
 - Technical Specifications;
 - Estimated conceptual probable cost estimate;
 - Internal quality assurance and quality control of deliverables.
- Provide bid support by responding to bidder questions.

- Provide architectural and engineering support during construction by responding to Contractor RFIs.

Deliverables

The following deliverables will be submitted under this task:

- Architectural, Structural, and Mechanical design, construction and bid documents, probable cost estimate and construction administration services. All drawings and specifications will include engineer's stamp and signature.

Assumptions

The following assumptions apply:

- City Parks & Rec will coordinate bidding activities and host bid documents to a City Parks & Rec approved platform.
- Architect, structural engineer, and mechanical engineer will provide limited support during bidding by responding to bidder questions and construction by responding to Contractor RFIs.
- Architect and structural engineer will provide up to two site visits during construction. Mechanical engineer will provide up to one site visit during construction.
- This task will only be necessary if the City Parks & Rec does not select a prefabricated announcers booth.

Task 8 – Civil Preliminary Design

Objective

To develop a preliminary design and engineer's opinion of probable cost for construction of the rodeo arena expansion.

Approach

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

- Coordinate with utilities to locate and verify utility locations in the field. Utility potholing is not proposed at this time but may be required if conflicts are found.
- Perform a site visit to verify topographic data and existing utility information.
- Coordinate with staff from City Parks & Rec to determine best approach to the existing chutes, fencing, and gates during construction and the new layout for the livestock panels and other necessary site features. Coordination on installation details for fencing, gates, etc. with staff from City Parks & Rec will be part of this design.
- Prepare a preliminary design and engineer's opinion of probable cost for construction to be reviewed by City Parks & Rec. The submittal will include:
 - 3 general sheets, which includes cover sheet, vicinity map, project map, and sheet index; general notes; and abbreviations and legend;
 - 1 demolition plan sheet;
 - 1 site plan sheet, including livestock panel layout;
 - 1 grading and drainage plan sheet;

- 3 general detail sheets;
- Engineer's opinion of probable cost for construction.

Deliverables

The following deliverables will be submitted under this task:

- Civil preliminary design drawing and engineer's opinion of probable cost for construction in pdf format to be reviewed by City Parks & Rec.

Assumptions

The following assumptions apply:

- No utility potholing is required. If determined required, it will be billed under Task 10 – Owner Directed Services.
- City Parks & Rec to provide review comments on the preliminary design within 2 weeks of submission.

Task 9 – Civil Final Design

Objective

To develop a final design, engineer's opinion of probable cost for construction, and technical specifications of the rodeo arena expansion.

Approach

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

- Prepare a final design, engineer's opinion of probable cost for construction, and technical specifications for bidding. This milestone will incorporate City Parks & Rec's comments from the preliminary design review completed in Task 8. The intent of this milestone is to ensure the design includes the necessary detail that is sufficient for bidding and construction. The submittal will include:
 - 3 general sheets, which includes cover sheet, vicinity map, project map, and sheet index; general notes; and abbreviations and legend;
 - 1 demolition plan sheet;
 - 1 site plan sheet, including livestock panel layout;
 - 1 grading and drainage plan sheet;
 - 3 general detail sheets;
 - Technical specifications;
 - Engineer's opinion of probable cost for construction;
 - Internal quality assurance and quality control of deliverables.

Deliverables

The following deliverables will be submitted under this task:

- Final design drawings, engineer's opinion of probable cost for construction, and technical specifications in pdf format. Final design drawings and technical specifications will include engineer's electronic signature and stamp for use in bidding.

Assumptions

The following assumptions apply:

- No utility potholing is required. If determined required, it will be billed under Task 10 – Owner Directed Services.
- City Parks & Rec will coordinate bidding activities and host bid documents to a City Parks & Rec-approved platform.
- Carson City will supply “front end” sections of the bid documents. Farr West’s scope is limited to specifications related to technical aspects of the project.

Task 10 – Owner Directed Services***Objective***

The intent of this task is to cover out-of-scope costs agreed to between Farr West and City Parks & Rec that may arise throughout the duration of the project. No work will be completed under this task without written authorization from City Parks & Rec.

Approach

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

- Additional services other than those listed in Tasks 1-9 above.

Deliverables

The following deliverables will be submitted under this task:

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

Assumptions

The following assumptions apply:

- Work in this task may only proceed after approval is given from City Parks & Rec.

**EXHIBIT B
SCHEDULE**

Notice to Proceed:	January 2023
Survey Base Map Completion:	February 2023
Geotechnical Investigation Completion:	February 2023
Private Utility Location Completion:	February 2023
Architectural Design Phase 1 Completion (Optional):	April 2023
90% Electrical Design Completion:	April 2023
Civil Preliminary Design Completion:	April 2023
Architectural Design Phase 2 Completion (Optional):	July 2023
100% Electrical Design Completion:	July 2023
Civil Final Design Completion:	July 2023

**EXHIBIT C
BUDGET**

Task 1	Project Management	\$5,388
Task 2	Survey and Mapping	\$6,600
Task 3	Private Utility Location	\$2,952
Task 4	Geotechnical Investigations	\$8,842
Task 5	Electrical Design	\$8,441
Task 6	Architectural & Structural Design Phase 1 (Optional)	\$7,416
Task 7	Architectural, Structural & Mechanical Design Phase 2 (Optional)	\$18,455
Task 8	Civil Preliminary Design	\$13,388
Task 9	Civil Final Design	\$9,608
Task 10	Owner Directed Services	\$7,500
	TOTAL:	\$88,590

Notes:

1. Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses will be adjusted on January 1st of each year that this Agreement is in effect to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective immediately.
2. Engineer's Rate Schedule is included as Exhibit D.
3. The total compensation for services and reimbursable expenses is not to exceed the amount shown above.

EXHIBIT D
2022 ENGINEER'S RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$189	Project Coordinator	\$105
Senior Engineer II	\$182	Project Assistant I	\$80
Senior Engineer	\$170	Admin IV	\$110
Engineer IV	\$150	Admin III	\$95
Engineer III	\$140	Admin II	\$85
Engineer II	\$130	Admin I	\$75
Engineer I	\$120	Intern	\$50
Engineer in Training II	\$108	GIS Analyst II	\$150
Engineer in Training I	\$100	GIS Analyst I	\$125
Senior Electrical Engineer	\$170	GIS Specialist	\$110
Electrical Engineer III	\$150	GIS Technician II	\$100
Electrical Engineer II	\$140	GIS Technician I	\$90
Electrical Engineer I	\$130	Water Resource Specialist	\$150
Electrical and Controls Engineer in Training	\$125	Water Rights Specialist II	\$140
Electrical Engineer in Training II	\$120	Water Rights Specialist I	\$115
Electrical Engineer in Training I	\$110	Water Rights Technician III	\$100
Senior Hydrogeologist	\$176	Water Rights Technician II	\$90
Hydrogeologist II	\$125	Water Rights Technician I	\$80
Hydrogeologist I	\$110	Regulatory & Env. Specialist	\$110
Construction Inspector III	\$125	Professional Surveyor	\$155
Construction Inspector II	\$120	Senior Survey Technician	\$135
Construction Inspector I	\$110	Survey Technician III	\$125
Designer III	\$130	Survey Technician II	\$115
Designer II	\$125	Survey Technician I	\$100
Designer I	\$115	1 Man Survey Crew	\$160
Proposal Specialist	\$85	2 Man Survey Crew	\$270

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.
4. 2023 Engineer's Rate Schedule is a projection of 5% from the 2022 Engineer's Rate Schedule.

**Carson City Parks, Recreation & Open Space
Carson City Fairgrounds Arena Expansion
Engineering Fee Estimate 12/8/2022**

Exhibit A

	Senior Engineer II -	Engineer I-	Senior Electrical Engineer	Electrical Engineer I	Electrical and Controls Engineer in Training	Electrical Engineer in Training I	Administrator III -	Professional Surveyor -	1 Man Survey Crew	Total Labor	Expenses (15% Markup)	Hoof Architecture LLC	CME Testing and Report	CME Excavating Subcontractor (Optional)	Nason's Scanning Services	TOTAL
Projected 2023 Rate (\$/hr)	\$191	\$126	\$179	\$137	\$131	\$116	\$100	\$163	\$168							
TASKS										Hours	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1.0 Project Management																
Project Coordination and Management	4	16	3		1					24	\$3,448					\$3,448
Monthly Reports/Progress Billings		7	2				7			16	\$1,940					\$1,940
Subtotal	4	23	5		1		7			40	\$5,388					\$5,388
2.0 Surveying and Mapping																
Project Management								6		6	\$978					\$978
Flight and Control									8	8	\$1,344					\$1,344
Supplemental Topo									8	8	\$1,344					\$1,344
Base Mapping - Topo								16		16	\$2,608					\$2,608
Control Processing								2		2	\$326					\$326
Subtotal								24	16	40	\$6,600					\$6,600
3.0 Private Utility Location																
Farr West Labor		8								8	\$1,008					\$1,008
Subconsultant												\$254			\$1,690	\$1,944
Subtotal		8								8	\$1,008	\$254			\$1,690	\$2,952
4.0 Geotechnical Investigations																
Farr West Labor		4								4	\$504					\$504
Subconsultant												\$1,088	\$6,150	\$1,100		\$8,338
Subtotal		4								4	\$504	\$1,088	\$6,150	\$1,100		\$8,842
5.0 Electrical Design																
Review Record Drawings			1		2	1				4	\$557					\$557
90% Design Drawings, Technical Specifications, Opinion of Probable Cost					24	8				32	\$4,072					\$4,072
100% Design Drawings, Technical Specifications, Opinion of Probable Cost					4	4				8	\$988					\$988
Quality Assurance/Quality Control			4	12		4				20	\$2,824					\$2,824
Subtotal			5	12	30	17				64	\$8,441					\$8,441
6.0 Architectural & Structural Design Phase 1																
Farr West Labor		4								4	\$504					\$504
Subconsultant												\$902	\$6,010			\$6,912
Subtotal		4								4	\$504	\$902	\$6,010			\$7,416
7.0 Architectural, Structural & Mechanical Design Phase 2																
Farr West Labor		6								6	\$756					\$756
Subconsultant												\$2,309	\$15,390			\$17,699
Subtotal		6								6	\$756	\$2,309	\$15,390			\$18,455
8.0 Civil Preliminary Design																
Data Collection (Records research, Utility Coordination)		8								8	\$1,008					\$1,008
Site Visit	4	4								8	\$1,268					\$1,268
Preliminary Design	4	60								64	\$8,324					\$8,324
Preliminary Engineer's Opinion of Probable Cost	2	8								10	\$1,390					\$1,390
Design Review Meeting	2	2								4	\$634					\$634
Quality Assurance/Quality Control	4									4	\$764					\$764
Subtotal	16	82								98	\$13,388					\$13,388

**Carson City Parks, Recreation & Open Space
Carson City Fairgrounds Arena Expansion
Engineering Fee Estimate 12/8/2022**

Exhibit A

	Senior Engineer II -	Engineer I-	Senior Electrical Engineer	Electrical Engineer I	Electrical and Controls Engineer in Training	Electrical Engineer in Training I	Administrator III -	Professional Surveyor -	1 Man Survey Crew	Total Labor	Expenses (15% Markup)	Hoof Architecture LLC	CME Testing and Report	CME Excavating Subcontractor (Optional)	Nason's Scanning Services	TOTAL	
Projected 2023 Rate (\$/hr)	\$191	\$126	\$179	\$137	\$131	\$116	\$100	\$163	\$168								
9.0 Civil Final Design																	
Final Design	8	40								48	\$6,568					\$6,568	
Final Engineer's Opinion of Probable Cost	2	4								6	\$886					\$886	
Technical Specifications	2	8								10	\$1,390					\$1,390	
Quality Assurance/Quality Control	4									4	\$764					\$764	
Subtotal	16	52								68	\$9,608					\$9,608	
10.0 Owner Directed Services																	
Owner Directed Services																\$7,500	
Subtotal																\$7,500	
TOTAL	36	179	10	12	31	17	7	24	16	332	46,197	4,553	21,400	6,150	1,100	1,690	88,590