



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: January 19, 2023

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

Agenda Title: For Possible Action: Discussion and possible action regarding an amendment to Contract No. 21300156 (“Amendment”) for Tate Snyder Kimsey Architects, Ltd. (“TSK”) to perform the second phase for schematic design services through construction services administration for the Carson City Fire Station with Shared Facilities for Emergency Operations Project (“Project”) for an additional \$1,032,955, resulting in a total not to exceed amount of \$1,081,755 for Contract No. 21300156. (Carol Akers, cakers@carson.org and Randall Rice, rrice@carson.org)

Staff Summary: The Project will include construction of a new facility which will house a neighborhood fire station, emergency operations center and information technology department. The site is planned to be on Butti Way between Fairview Drive and the Public Works Corporate Yard. TSK was selected through a formal Request for Proposal (“RFP”) process to perform these services. TSK completed the first phase for programming and concept design for \$48,800 under Contract No. 21300156. The Amendment would be for TSK to complete the second phase for schematic design services through construction services administration for an additional \$1,032,955, resulting in a total combined not to exceed amount of \$1,081,755 for Contract No. 21300156.

Agenda Action: Formal Action / Motion

Time Requested: 10 mins

Proposed Motion

I move to approve the contract amendment as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

June 16, 2022 (Item 22A): The Board of Supervisors (“Board”) approved contract 21300276 between Carson City and Core West, Inc. in the amount of \$54,000 for Core West Inc. to provide Construction Manager at Risk (“CMAR”) services for the Project.

May 20, 2021 (Item 15B): The Board approved initial project funding in the Fiscal Year 2022 Final Budget.

Background/Issues & Analysis

RFP 21300156 was released on August 3, 2021, for architectural and engineering design services for the Project, and proposals were accepted through 2:00 p.m on September 20, 2021. Five proposals were received, and the City’s Review and Selection Committee selected TSK to complete design and provide construction support services for the Project. TSK was selected based on its qualifications, project experience, technical capacity and project approach.

The engineering and design service solicited by the RFP divided the requested services into two phases to improve the quality and reliability of service received by the City. With larger and more complex projects, like this one, there are many unknown challenges to overcome during the design process, which make it very difficult for an engineering team to provide precise scope and budget estimates until additional investigations and data are collected. Separating the design contracts into two phases, an early design phase and a final design phase, allows for better development of the first phase project elements, resulting in a better tailored scope of work for the second phase. This reduces risk for both the City and the consultant.

The first phase of engineering and design for Contract No. 21300156 required TSK to complete the programming and concept design phases on the project for \$48,800. This work included attending collaborative work groups and meetings with City departments to discuss overall and specific goals for the new facility, development of preliminary site and building layouts, development of preliminary facility costs and presentation and development of the conceptual design to be further progressed in the second phase.

The Amendment requires TSK to perform the second phase of their services for \$1,032,955. This Amendment incorporates the full scope of work and budget to complete the remainder of TSK’s portion of the Project’s design and construction administration. Throughout the second phase, TSK will provide services that include schematic design, design developments, preparation of construction documents, permitting support, bidding and contracting support and construction administration.

Applicable Statute, Code, Policy, Rule or Regulation

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

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project Number: P301222001, Capital Projects Fund-CIP Fire Account 2102025-507010.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project Number: P301222001, Capital Projects Fund-CIP Fire Account 2102025-507010, will be reduced by a not to exceed amount of \$1,081,755.

Alternatives

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

Attachments:

[21300156_Amendment_1.pdf](#)

[21300156 Executed Contract.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract No.: 21300156

Title: Contract Carson City Fire Station with Shared Facilities for Emergency Operations Architectural and Engineering Design Services Phase 2

Amendment No.: 1

If Consideration will be amended, please indicate amount: Increase \$1,032,955.

Reason for amendment: To extend the contract retroactively from December 31, 2022 through June 30, 2025 and to increase the Contract Sum by an additional \$1,032,955 for CONSULTANT to provide additional SERVICES, namely Phase 2 of design services which includes schematic design through construction services administration, as fully described in Exhibit A to this Amendment, for a new total contract amount not to exceed \$1,081,755.

It is also agreed, that all unaffected conditions, requirements, and restrictions of Contract No. 21300156, 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:

TSK Architects.:

Name/Title: Kevin Kenmar, Principal

Signature: _____ Date: _____

CITY

Approved by:

City Department: Public Works

Name/Title: Darren Schulz, Director

Signature: _____ Date: _____

Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

Approved as to form by:

District Attorney's Office:

Name/Title: Adam Tully, Deputy District Attorney

Signature: _____ Date: _____

AMENDMENT FOR CONTRACT

Contract No.: 21300156

Title: Contract Carson City Fire Station with Shared Facilities for Emergency Operations Architectural and Engineering Design Services Phase 2

Amendment No.: 1

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 19, 2023, approved the acceptance of the attached Amendment for Contract hereinbefore identified as Amendment No. 1 to CONTRACT No. 21300156. 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 19th day of January 2023.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 19th day of January 2023.

P301222001
2102025-507010



CARSON CITY FIRE DEPARTMENT

"Service with Pride, Commitment, Compassion"



Project Proposal

Carson City Fire Station With Shared Facilities for Emergency Operations Facility

Phase 2 Schematic Design through Construction Administration

TO:
Jim Morris
Program Manager
Carson City Public Works
775-283-7578

Darren Anderson, P.E.
Senior Project Manager
Carson City Public Works
775-283-7584



January 2, 2023 rev2



December 23, 2022 (Revised January 2, 2023)

Jim Morris
Program Manager
Carson City Public Works
775-283-7578

Darren Anderson, P.E.
Senior Project Manager
Carson City Public Works
775-283-7584

**Subject: Carson City Fire Station with Shared Facilities for Emergency Operations
Phase 2 Proposal – Schematic Design through Construction Administration**

Dear Darren and Jim,

Thank you for inviting TSK Architects to submit on the Carson City Fire Station and Shared Facilities/Emergency Operations Center Project. We are excited for the opportunity to continue working with Carson City on this important project.

We recognize the importance of this project to Carson City and the importance to complete design and permitting of this project in a timely manner. Our proposal is based up the completed Phase 1 Programming and Concept Design document presented to the city November 10, 2021.

Please find enclosed our Proposal for this effort.

We certainly hope this proposal meets your expectations and are open to any further discussions you believe may be of value in your evaluation.

For TSK Architects,

A handwritten signature in black ink, appearing to read "Kevin Kemner", followed by a long horizontal arrow pointing to the right.

Kevin Kemner, AAIA | Principal



PROJECT UNDERSTANDING

This proposal is prepared for Carson City Public works for the Carson City Fire Station and Shared Facilities/Emergency Operations Center & Back-up Call Center project to be located along Butti Way, Carson City, Nevada.

This proposal is based upon the completed Phase 1 Programming and Concept Design document presented to Carson City November 2022. This phase of the project will consist of the traditional Schematic Design, Design Development, Construction Documents and Permitting Activities. This project phase will also include the Project Bidding and Construction Administration Tasks with construction schedule to begin in 2023.

PROJECT BUDGET

The Owner's available construction budget is \$12 million dollars. Based on the current design, project features may need to be phased, removed, or value engineered during the project phases included in this proposal to meet the City's available funding. TSK's proposal is based on the owner's available construction budget with the understanding that TSK will work collaboratively with the CMAR to identify and incorporate project savings.

SCOPE OF WORK

PROJECT TASK 1 (Schematic Design):

- Review of Concept Design and where appropriate provide recommendations for design revisions
- Schematic Design Level Plans (Site Plan, Floor Plan, Reflected Ceiling)
- Building Elevations and primary cross sections showing building heights (clear) and building materials.
- Structural Building Grid and primary structural plans
- Mechanical Systems areas provided including mechanical room and roof top equipment located.
- Plumbing Systems provide plan showing all proposed plumbing fixtures.
- Fire Sprinkler System provide Fire Riser Room of adequate size and location.
- Electrical Systems provide electrical room of adequate size and location.
- Low Voltage provide IT room of adequate size and location.
- Conduct bi-weekly meetings with CMAR.

PROJECT TASK 2 (Design Development):

- Floor Plans and Enlarged Plans of spaces that would benefit with additional detail and dimensions including restrooms, kitchen, turnout storage, decontamination, etc...
- Building Sections through each primary building component showing structure and systems that will influence performance.
- Roof Plan showing overall roof materials, slope, drainage, and primary penetrations.
- Building Exterior Elevations showing materials, heights, datum's, openings and enclosures
- Door and windows enlargement
- Building elevations showing proposed casework
- Civil Plans showing grading approach and utility locations
- Structural Plans showing proposed main and secondary structural members
- Mechanical Plans showing mechanical units and primary ducting (supply & returns)
- Plumbing Plans showing single line and primary piping
- Electrical Plans showing single line electrical and lighting locations
- Electrical Plans showing locations for electrical power and data devices
- Landscape plans showing proposed landscaping locations
- Develop FF&E Requirements
- Conduct bi-weekly meetings with CMAR.



PROJECT TASK 3 (Construction Documentation):

- Floor Plans and Enlarged Plans of spaces that would benefit with additional detail and dimensions including restrooms, kitchen, and turnout storage, decontamination, etc...
- Building Sections through each primary building component showing structure and systems that will influence performance.
- Roof Plan showing overall roof materials, slope, drainage, and primary penetrations.
- Building Exterior Elevations showing materials, heights, datum's, openings and enclosures
- Door and windows enlargement
- Building elevations showing proposed casework
- Civil Plans showing final grading, Utility Connections, Utility Details, Concrete aprons and walk details, Civil Details, and Project Specifications
- Structural Plans showing proposed main and secondary structural members, details, connections, foundation plan and Project Specifications.
- Mechanical Plans showing mechanical units and primary ducting (supply & returns), equipment schedules, final routing, exhaust and supply, and Project Specifications.
- Plumbing Plans showing single line and primary piping, for water, venting, waste, storm water, sand oil interceptors, carbon filters, and gas for building and site. Provide Project Specifications.
- Electrical Plans showing lighting and circuiting panels, schedule, and details
- Electrical Plans showing locations for electrical power and data devices circuiting panels, schedule, and details
- Landscape plans showing proposed landscaping locations, species legend, irrigation plans, and details.
- Develop FF&E Package
- Conduct Bi-Weekly Meetings with CMAR

TASK 4. (Permitting Phases):

Major Project Review (Concurrent with Schematic Design)

- TSK to coordinate and submit Major Project Review Package at earliest opportunity.
- Develop detailed project narrative.
- Develop project site plan.
- Complete Master Plan Policy Checklist

Special Use Permit (Following Completion of Schematic Design)

- TSK to coordinate and submit Special Use Permit Package at earliest opportunity.
- TSK to develop Special Use Permit package following Carson City checklist and guidelines.

Building Permitting (Following Completion of Construction Documentation)

- Complete Permitting Agency Applications (Carson City, State of Nevada, and Utility Companies)
- Submit proper number of stamped documents (PDF of Hard Copy)
- Submit COMCheck, energy calculations, structural, mechanical, plumbing, and electrical calculations are required by the permitting agencies.
- Respond to all permit review comments in a timely manner in order to receive bidding permits.

TASK 5. (Bidding Phase):

- Provide final building files upon receipt of the Building Permit with all revisions incorporated.
- Attend Bidders Walk through and respond to questions.
- Respond to Bidders RFIs and with Bidding Addenda as required and incorporate revisions into the document set.
- Review Subcontractors Bids and offer recommendations and comment on work scope.
- Provide Contractor – Ready for Construction Set of drawing files which include Bidding RFI Responses.



TASK 6. (Construction Administration & Closeout Phase)

Construction Administration Phase to include:

- Attend Pre-Construction Kick Off Meeting.
- Respond to Contractor RFI's and provide written and drawing responses as required. (Incorporate these revisions into the digital model and drawings.)
- Review Contractor Material and Systems Submittals (shop drawings) for conformance to the construction documents.
- Review Change Order Costs for accuracy of new costs and possible credits.
- Attend Weekly On Site Construction Meetings (OAC) and provide observation reports of progressing work.
- At the notification of the Contractor, provide a punch list walk of completed work and note any discrepancies with the contract documents (Punch List).
- Provide Notice of Substantial Completion when project is deemed ready for Owner Occupancy for intended use.
- Attend two (2) monthly meetings outside of the OAC meetings for possible system pre-installation meetings or similar. Additional requested meetings will be noted as an additional service.
- Review Contractor Closeout Manual (Systems Operations/Maintenance/Warranty) for completion and return to Contractor and Owner with Comments.
- Upon receipt of Contractor Field Mark Ups – Incorporate any revisions in to the final drawing model. Provide the Owner final set of PDF of "Record of Construction" Drawings and Specifications.

PROJECT SCHEDULE

The proposal is based on the following schedule and reflects our understanding of the project timeline while incorporating our work plan to accomplish.

Task	Start	End
• Schematic Design	1/10/2022	3/1/2023
• Design Development	3/2/2023	5/12/2023
• Construction Documents	6/13/2023	9/2/2023
• Permitting	9/3/2023	9/30/2023
• Bidding & Contracting	9/31/2023	11/25/2023
• Construction Start	11/26/2023	
• Construction Complete	11/30/2024	

PROJECT TEAM

The following consultants are included in this proposal:

- Civil Engineer: Lumos & Associates, Carson City, NV
- Structural Engineer: Lumos & Associates, Carson City, NV
- Mechanical, Plumbing, Electrical: IMEG Corporation, Reno, NV
- Low Voltage: IMEG Corporation, Reno, NV
- Fire Protection: IMEG Corporation, Reno, NV
- Landscape Design: Lage Design, Henderson, NV



COMPENSATION (Schematic Design – Construction Administration)

A. Compensation Breakdown

Design Team Fee

TSK proposes to complete Schematic design, Design Development, Construction Documentation, and Permitting as a Lump Sum Fee with the following values:

TSK		\$405,795
Lumos & Associates	(Civil)	\$149,500
Lumos & Associates	(Structural)	\$59,500
IMEG Corporation	(MPE+IT)	\$152,000
Lage Design		\$24,800

Total: **\$791,595**

Construction Administration:

TSK proposes to provide Construction Administration as a Time & Materials Not To Exceed cost as follows:

TSK		\$117,260
Lumos & Associates	(Civil)	\$10,500
Lumos & Associates	(Structural)	\$9,800
IMEG Corporation	(MPE+IT)	\$20,800
Lage Design:		\$4,500

Total: **\$162,860**

Direct & Reimbursable Expenses:

In addition to the above fees, we propose the following direct and reimbursable Not to Exceed expenses:

Owner Directed Services	\$30,000
FF&E Package Development	\$30,000 (includes bidding support)
Topographic Survey	\$13,500 (provided by Lumos)
Printing	\$3,000
Travel	\$2,000

Total: **\$78,500**

PROPOSAL TOTAL

Design Fees	\$791,595
Construction Administration	\$162,860
Direct & Expenses	\$78,500

TOTAL: **\$1,032,955**

** Reimbursable expenses are an estimate based on similar past project experiences and may be greater than or less than required for actual needs. Design Team will notify the Client if expenses may exceed the anticipated allowance. Compensation for additional expenses, if necessary, shall be provided by the Client. Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, rideshare service, airfare, lodging, etc.) made by the Design Team in the interest of the project are separate from our fees and will be billed at cost.



EXCEPTIONS / CLARIFICATIONS

A. Agreement for Professional Services: To be provided by Carson City.

B. Additional Services

1. No Additional Services will be incurred without written approval from the client.
2. All other services that are considered additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to our 2021/2022 hourly rate

C. Insurance

TSK carries the following insurance and will provide the Owner with certificates:

- Comprehensive General Liability \$1,000,000 for each occurrence and in the aggregate for bodily injury and property damage
- Automobile Liability - \$1,000,000 combined single limit and aggregate for bodily injury and property damage
- Workers' Compensation - \$1,000,000
- Professional Liability - \$2,000,000 per claim and in the aggregate for Architect's negligent acts, errors, and omissions

All general Terms and Conditions shall be per the industry standard American Institute of Architects B103 Contract or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project.

D. Attachments

- TSK Hourly Rates
- TSK Project Fee Worksheet
- Consultant Proposals & Scopes of Work

If this proposal is acceptable, Tate Snyder Kimsey Architects (TSK Architects) will follow up with a **Standard AIA Contract B141** based on this initial scope of work. Please advise if you have any questions or comments and we will respond to these as expeditiously as possible.

Again, we appreciate the opportunity to present our proposal and we look forward to working with you and the entire Carson City staff on this project.

Please feel free to call me if you have any questions and we can discuss this further.

Sincerely,

Kevin Kemner, AIA
Design Principal, TSK Architects

ACCEPTED AND AGREED: TSK Architects is hereby authorized to proceed with this scope of work for the fixed fee defined above.

Carson City Signatory

Date:



TSK ARCHITECTS
2021/2022 STANDARD BILLING RATES
(For out of contract/reimbursable work)

Senior Principal	\$275.00
Operations Director	\$225.00
Principal CA	\$225.00
Principal NV	\$200.00
Sr. Project Manager	\$175.00
Senior Project Architect	\$150.00
Sr. Project Designer	\$150.00
Project Manager	\$140.00
Construction Site Manager	\$125.00
Project Architect	\$120.00
Project Designer	\$110.00
Project Coordinator	\$100.00
Specifications	\$100.00
Job Captain	\$90.00
Technical Support	\$75.00
Design Support	\$75.00
Administrative Support	\$75.00

ALL TRAVEL / PER DIEM / MILEAGE TO BE REIMBURSED AT STATE RATES

Rental Vehicle	Actual Cost of Vehicle Rental, Taxes, and fuel
Airfare	Actual Cost of Airfare Ticket & Taxes

Printing (Plain Paper)	BW	Color
8.5 x 11	.07	.11
11 x 17	.25	.29

Plots		
11x17	1.25	3.00
17x22	2.40	15.00
24x36	5.60	36.00
30x42	7.85	52.50

CD's	4.50
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PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300156
Title: Carson City Fire Station with Shared Facilities for Emergency
Operations Architectural and Engineering Design Services
Phase 1 – Programming & Concept Design

THIS CONTRACT is made and entered into this 17th day of February, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and Tate Snyder Kimsey Architects, Ltd., (“TSK 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) (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. 21300156** (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 signed by all parties and insurance certificates are received.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the “SERVICES”.

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	<u>12/31/22</u>
GL expires	<u>4/28/22</u>
AL expires	<u>6/16/22</u>
PL expires	<u>12/1/22</u>
WC expires	<u>3/29/22</u>

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300156
Title: Carson City Fire Station with Shared Facilities for Emergency
Operations Architectural and Engineering Design Services
Phase 1 – Programming & Concept Design

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300156

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Architectural and Engineering Design Services Phase 1 – Programming & Concept Design

statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit 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;

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 21300156

**Title: Carson City Fire Station with Shared Facilities for Emergency
Operations Architectural and Engineering Design Services
Phase 1 – Programming & Concept Design**

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

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

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

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any 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 January 3, 2022 and ends on December 31, 2022, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

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4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Patrick Pusich, Principal
TSK Architects
225 South Arlington Avenue, Suite A
Reno, NV 89501
775-857-2949
ppusich@tska.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 Forty Eight Thousand Eight Hundred Dollars and 00/100 (\$48,800.00) 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.

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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:

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

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

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

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

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

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effectuate an assignment of this Contract if so requested by **CITY**; and

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

7.6 Notice of Termination:

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

8. REMEDIES:

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

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

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

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

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of 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,

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expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

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

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

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

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

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

13.5 *Insurance Coverage (13.6 through 13.23):*

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

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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.

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

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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.

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

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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; 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:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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Operations Architectural and Engineering Design Services
Phase 1 – Programming & Concept Design

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

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

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

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

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

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

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

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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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 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 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. 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. 21300156**

**Title: Carson City Fire Station with Shared Facilities for Emergency
Operations Architectural and Engineering Design Services
Phase 1 – Programming & Concept Design**

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

By: 
Sheri Russell, Chief Financial Officer

Dated 1/10/2022

CITY'S LEGAL COUNSEL

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

By: 
Deputy District Attorney

Dated 1/10/22

CITY'S ORIGINATING DEPARTMENT

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

BY: Carol Akers
Purchasing & Contracts Administrator

By: 

Dated 2/17/2022

Project: P301222001
Account: ~~2750600-507010~~
2102025-500309

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
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Title: Carson City Fire Station with Shared Facilities for Emergency
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Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Patrick Pusich

TITLE: Principal

FIRM: TSK Architects

CARSON CITY BUSINESS LICENSE #: BL-007053

Address: 225 South Arlington Avenue, Suite A

City: Reno **State:** NV **Zip Code:** 89501

Telephone: 775-857-2949

E-mail Address: ppusich@tska.com

(Signature of Consultant)
J. Patrick Pusich

DATED _____

Digitally signed by J. Patrick Pusich
DN: C=US,
E=ppusich@tska.com, O="TSK Architects, Reno Office",
OU=Tate.Snyder Kimsey Architects, CN=J. Patrick Pusich
Location: TSK Reno
Reason: I am approving this document
Contact Info:
ppusich@tska.com
Date: 2022.01.23
13:58:34-08'00'

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 21300156
Title: Carson City Fire Station with Shared Facilities for Emergency
Operations Architectural and Engineering Design Services
Phase 1 – Programming & Concept Design

SAMPLE INVOICE

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

Invoice shall be submitted to:

Carson City Public Works
 Attn: Lucy Bourland, email: LBourland@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



CARSON CITY FIRE DEPARTMENT

"Service with Pride, Commitment, Compassion"



Project Proposal

Carson City Fire Station With Shared Facilities for Emergency Operations Facility

Phase 1 Programming & Concept Design

TO:

Jim Morris
Program Manager
Carson City Public Works
775-283-7578

Darren Anderson, P.E.
Senior Project Manager
Carson City Public Works
775-283-7584

The logo for TSK is the lowercase letters "tsk" in a bold, black, sans-serif font.

November 23, 2021

November 23, 2021

Jim Morris
Program Manager
Carson City Public Works
775-283-7578

Darren Anderson, P.E.
Senior Project Manager
Carson City Public Works
775-283-7584

**Subject: Carson City Fire Station with Shared Facilities for Emergency Operations
Phase 1 Proposal – Programming & Conceptual Design**

Dear Darren and Jim,

Thank you for inviting TSK Architects to submit on the Carson City Fire Station and Shared Facilities/Emergency Operations Center Project. We are honored to be selected to provide professional design services.

We understand from the Nov. 16, 2021, kick off meeting that currently two sites are under consideration and the project will likely consist of a single building housing both the Fire Station and Emergency Operations uses.

We recognize the importance of this project to Carson City and the importance to have this first phase of the project/programming and concept design completed to provide the proper direction for the current and future needs of the Residents of Carson City. Please find enclosed our Proposal for this effort.

We certainly hope this proposal meets your expectations and are open to any further discussions you believe may be of value in your evaluation.

For TSK Architects,



Pat Pusich, AIA | Managing Principal

PROJECT UNDERSTANDING

This proposal is prepared for Carson City Public works for the Carson City Fire Station and Shared Facilities/Emergency Operations Center & Back-up Call Center project to be located along Butti Way, Carson City, Nevada.

There are two sites under consideration at this time and it is understood that Carson City will analyze these two sites with a formal site selection to be made by approximately December 20, 2021. Each site has criteria to be addressed during evaluation.

Western most site: Fronts Butti Way is within the Public Works Yard and has existing utilities, and is outside of the flood plain but has a number of existing Carson City Sheriff Structures and activities that would need to be relocated to a new site prior to the start of construction for the Fire Station/EOPS Facility.

- SWAT vehicle storage structure (Ex. 2,600 s.f.)
- Covered SWAT Vehicle Storage Structure (Ex. 400 s.f.)
- Impound Building (Ex. 1,500 s.f.)
- Secure impound yard (Ex. 16,700 s.f.)
- Metal Storage Connexes (Ex. 6,000 s.f.)
- Incinerator (Ex. 300 s.f.)

Eastern most site: Fronts Butti Way and Fairview Drive does not have any construction/facilities that would need to be relocated, however, has a portion of the site that is within the 500-year flood plain and would require an elevated construction pad/finish floor datum.

The Professional Services Agreements is to be provided in three phases. This proposal is for Phase 1 which will consist of the Programming Phase followed by the Concept Design Phase.

The Second Phase of the project will entail relocation/reconstruction of the existing Sheriff SWAT Services if the SWAT site is the determined location for the new Fire Station and EOPS Center.

The Third Phase of the project will follow in 2022 and will consist of the traditional Schematic Design, Design Development, Construction Documents and Permitting Activities. This project phase will also include the Project Bidding and Construction Administration Tasks with construction schedule to begin in 2023.

PROJECT PHASE 1.

Phase 1 as we understand is to provide programing and concept design services for a new fire station of approximately 10,000 s.f. with an apparatus bay component of approx. 3 double deep bays (65' deep each) and individual residential quarters for 8-10 fire fighters. The final size of each, as well as the complimentary spaces, will be defined during the Phase 1 Programming Activities.

Phase 1 will also provide programing and concept design services for a new Emergency Operations Facility (EOPS) and likely a call center and training rooms. The area initially indicated is approximately 4,000 s.f. In early discussions it was noted the EOPS Component will be a warm or hot start up facility meaning many of the components will be operable and in place and require minimal set up for operation.

Project Delivery Method will be Construction Manager at Risk (CMAR) with selection of CMAR to be completed prior to commencing Schematic Design in order to allow CMAR to make recommendations for building systems, phasing and project schedule.

PROJECT BUDGET

The Owner's Project Budget for all Phases has been identified as 12 Million Dollars, which includes hard and soft costs and any expenses to relocate Carson City Sheriff Functions if the existing developed site is selected. In general percentages, the construction dollars will equate to roughly 75% of the project budget or a target construction budget of \$9 Million Dollars.

These costs will be further defined by the Owner Retained Independent Cost Estimator and in conjunction with the CMAR Estimates and Guaranteed Maximum Price.

PROJECT SCHEDULE

The proposal is based on the following schedule and reflects our understanding of the project timeline while incorporating our work plan to accomplish.

Phase 1. Fire Station & EOPs/Call Center)

- **Programming** 1.5 months (Start 4 Jan. 2022 & Complete 16 Feb. 2022)
- **Concept Design** 1.5 months (Start 17 Feb. & Complete 30 March 2022)

Phase 2 Relocation of Carson City Sheriff and SWAT Operations (Site Selection Dependent) Not a part of this Proposal/Fee.

- Geotech Investigation TSK to retain once final site is selected.
- Design 2 months March/April 2022
- Permitting & Bidding 2 months April /May 2022
- Construction 6 months June/Dec 202f

Phase 3 Complete Design and Construction Documents (Fire Station & EOPS/Call Center) Not a part of this Proposal/Fee.

- Schematic Design 2 months
- Design Development 3 months
- Construction Documents 4 months (completed by December 2022)
- Phase 2 Early Procurement Start 1 August 2022 (Long Lead Items)
- SUP Processing 4 months from time of first plan check submittal.
- Permitting 2 months
- Bidding & Contracting 2 months
- Construction Start February 2023 (11 months)
- Construction Complete January 2024 (Substantial Completion)

SCOPE OF WORK – Phase 1 (Programming & Conceptual Design)

A. Programming Services

1. TSK to meet with Carson City Leadership to discuss the overall project goals.
2. TSK to meet with individual Departments/Work Groups to discuss overall and specific goals for the new facilities.
 - o Carson City Fire Department
 - o Carson City Sheriff Department
 - o Carson City Information Technology
 - o Carson City - City Manager's Office
 - o Carson City Public Works
 - o Others as requested

3. TSK to document discussions with each Department and organize information, findings, requirements, and recommendations.
4. Direct discussions to determine project criteria in terms of size, adjacencies, work flow, required systems, standard operations, and emergency operations, site and building criteria.
5. Provide written documentation of requirements for each operation (Fire Station and EOPS/Back-up Call Center). Tabulated list of spaces, adjacencies, and work flow diagrams.
6. Anticipate approximate six (6) discovery meetings with team members, at approximately 1 hour each.
7. Revise document after formal presentation based on Leadership feedback.

B. Conceptual Design Services

1. Site Analysis & Concept Design. Understand site traffic for neighborhood, site flow for proper daily and emergency response activities, define project site setbacks, flood zone limits. Plan for any auxiliary building or activities that will encumber the site. Including current project and possible building expansions.
2. Building Concept Design: Organize Building Components for optimum work flow
3. Building Code Analysis: Based on most current codes adopted by Carson
4. Recommend & Define Building Systems: including Building Envelope, Structural, Mechanical/Plumbing, Electrical/Low Voltage, and Fire Protection.
5. Project Goals:
6. Building Working group – do we develop a list of boilerplate service descriptions for an a la carte menu approach?)
7. Project Budget Summary and Opinion of Project Costs.
8. Anticipate approximate four (4) Conceptual Design/Review Meetings, at approximately 1 hour each.
9. Present Findings and Recommendations in formal meeting to Leadership.
10. Revise document/graphics after formal presentation based on Leadership feedback.

C. Deliverables (Phase 1):

- Six (6) Bound Color Booklet summarizing Programming & Concept Design process
- Conceptual Site Plan showing site flow of activities.
- Conceptual Floor Plan showing proposed design
- Conceptual Plan showing future build outs
- One (1) Set of PDF Files.

D. Service Not Included in Phase 1 (Programming & Conceptual Design)

- Geotechnical Engineering Testing & Analysis
- Schematic Design Phase Services
- Design Development Phase Services
- Construction Documents Phase Services
- Agency Review Phase Services
- Bidding & Construction Administration Services
- Sustainability, CHPS, Savings By Design, Renderings, Modeling,

PROJECT TEAM

The following consultants will be include in Phase 2 and Phase 3 Proposals.

- Civil Engineer: Lumos & Associates, Carson City, NV
- Landscape: Lumos & Associates, Carson City, NV
- Structural Engineer: Lumos & Associates, Carson City, NV
- Mechanical, Plumbing, Electrical: IMEG Corporation, Reno, NV
- Low Voltage: IMEG Corporation, Reno, NV
- Fire Protection: IMEG Corporation, Reno, NV
- Geotechnical Engineer: Geotechnical & Environmental Service, Inc. (GES)

COMPENSATION PHASE 1 (PROGRAMMING & CONCEPT DESIGN)

A. Design Team Fee

TSK proposes to complete the Phase1 Activities as a Lump Sum Fixed Fee

TSK Programming	\$15,750 (approx. 90 hours \$175/hr.)
**TSK Concept Design	\$17,150 (approx. 98 hours at \$175/hr.)
Lumos & Associate Concept Design:	\$6,500 (per email from ML/LA 11/19)
<u>IMEG Corporation Concept Design:</u>	<u>\$7,400 (per email from KC/IMEG 11/21)</u>

Total Phase 1 (TSK, Lumos, and IMEG): \$46,800

****Expense Allowances:**

Printing/Mileage/Travel Reimbursable \$ 2,000 (TSK -- 2 Trips for C. Lujan/TSK in this Phase)

Total Proposal with Allowances: \$48,800

** Reimbursable expenses are an estimate based on similar past project experiences and may be greater than or less than required for actual needs. Design Team will notify the Client if expenses may exceed the anticipated allowance. Compensation for additional expenses, if necessary, shall be provided by the Client. Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, rideshare service, airfare, lodging, etc.) made by the Design Team in the interest of the project are separate from our fees and will be billed at cost.

EXCEPTIONS / CLARIFICATIONS

A. Agreement for Professional Services: To be provided by Carson City.

B. Additional Services

1. No Additional Services will be incurred without written approval from the client.
2. All other services that are considered additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to our 2021/2022 hourly rate

C. Insurance

TSK carries the following insurance and will provide the Owner with certificates:

- Comprehensive General Liability \$1,000,000 for each occurrence and in the aggregate for bodily injury and property damage
- Automobile Liability - \$1,000,000 combined single limit and aggregate for bodily injury and property damage
- Workers' Compensation - \$1,000,000
- Professional Liability - \$2,000,000 per claim and in the aggregate for Architect's negligent acts, errors, and omissions

All general Terms and Conditions shall be per the industry standard American Institute of Architects B103 Contract or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project.

D. Attachments

- Exhibit A, "TSK and Consultant Hourly Rates"



TSK ARCHITECTS
2021/2022 STANDARD BILLING RATES
(For out of contract/reimbursable work)

Senior Principal	\$275.00
Operations Director	\$225.00
Principal CA	\$225.00
Principal NV	\$200.00
Sr. Project Manager	\$175.00
Senior Project Architect	\$150.00
Sr. Project Designer	\$150.00
Project Manager	\$140.00
Construction Site Manager	\$125.00
Project Architect	\$120.00
Project Designer	\$110.00
Project Coordinator	\$100.00
Specifications	\$100.00
Job Captain	\$90.00
Technical Support	\$75.00
Design Support	\$75.00
Administrative Support	\$75.00

ALL TRAVEL / PER DIEM / MILEAGE TO BE REIMBURSED AT STATE RATES

Rental Vehicle	Actual Cost of Vehicle Rental, Taxes, and fuel
Airfare	Actual Cost of Airfare Ticket & Taxes

Printing (Plain Paper)	BW	Color
8.5 x 11	.07	.11
11 x 17	.25	.29

Plots		
11x17	1.25	3.00
17x22	2.40	15.00
24x36	5.60	36.00
30x42	7.85	52.50

CD's	4.50
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