

CONTRACT

A Contract For Professional Engineering Services

A Contract Between
City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

and

Lumos and Associates, Inc.
308 N. Curry ST, Suite 200
Carson City, NV 89703

WHEREAS, Nevada Revised Statutes (“NRS”) chapter 266 authorizes the City of Fernley, Nevada (the “City”) to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the services of Lumos and Associates, Inc., (the “Contractor”) are both necessary and in the best interests of the City; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this “Contract”) is contingent upon Fernley City Council approval.
2. **DEFINITIONS.**
 - a. “City” means City of Fernley, County of Lyon, State of Nevada.
 - b. “Independent Contractor” means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
 - c. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from the 21st day of August, 2019, to the 30th day of June, 2020, subject to appropriation.
4. **NOTICE.** 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, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

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Notice for the City shall be sent to:

Derek Starkey, P.E., City Engineer
City of Fernley
595 Silverlace BLVD
Fernley, NV 89408

Notice for the Contractor shall be sent to:

Michael D. Bennett, P.E., W.R.S.
Principal, Director, Engineering Division
Lumos and Associates, Inc.
308 N. Curry ST, Suite 200
Carson City, NV 89703

5. **SCOPE OF SERVICES.** Scope of Services shall be set forth in Attachment A.

Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.

The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.

The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts, and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Total Design Services: (Tasks 1 to 9 and Task 11) *	\$147,800
Total Design Services Water Enterprise: (Tasks 4A, 5A and 6A)	\$22,900
Total Design Services Sewer Enterprise: (Tasks 4B, 5B and 6B)	\$9,500
Total OPTIONAL Design Services: (Task 10 and Tasks 12 to 16)	\$82,400
Total NTE Amount (Including OPTIONAL Services)	\$262,600

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* Excludes Tasks 4A, 4B, 5A, 5B, 6A and 6B

7. **ATTACHMENTS.** This Contract also incorporates the following attachments (the "Attachments"):

ATTACHMENT C:

Schedule of Services

Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

Project Team

Contractor will perform the work using the project team identified in Attachment C. Any changes to the project team must be approved in writing by the City's Project Manager.

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year. If Contractor submits billing in a timely fashion, the City agrees to pay the Contractor within 30 days of receipt of the invoice. Should City not pay within this agreed upon time frame, the City agrees to pay a ten dollar per month fee until such time as the unresolved invoice becomes paid in full. Any dispute regarding payment must be raised in writing to the City within 30 days.

9. **INSPECTION & AUDIT.**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or

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location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. 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 Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.

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- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. 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;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

11. **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 exclusive of lost profits.

12. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

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14. 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.

15. INDEMNIFICATION. The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, 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 Contractor or the employees or agents of the Contractor in the performance of the contract.

The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

16. INDEPENDENT CONTRACTOR. Contractor is associated with the 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, Contractor 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. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-

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employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

17. INSURANCE Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided in the amounts specified below and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before:

- a. Contractor has provided the required evidence of insurance to the City, and
- b. The City has approved the insurance policies provided by Contractor. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the 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 the City to timely approve the insurance policies or any changes to the insurance coverage shall not constitute a waiver of the condition.

Insurance Coverage: Contractor shall, at Contractor'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 specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- 1) Final acceptance by the City of the completion of this Contract;
or
- 2) Such time as the insurance is no longer required by the City under the terms of this Contract.

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract,

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an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

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Workers' Compensation and Employer's Liability Insurance:

INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the City to make payment under this Contract, to provide the City with a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor agrees, prior to commencing any work under this Contract, to complete and to provide the following written request to the qualified insurer:

_____ has entered into a contract with Owner to perform work from _____ to _____ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain coverage throughout the entire term of this Contract, Contractor agrees that the City may, at any time the coverage is not maintained by Contractor, order Contractor stop work, suspend this Contract, or terminate this Contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- 1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
- 2) Contractor is otherwise in compliance with those terms, conditions and provisions.

COF

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Commercial General Liability Insurance:

1) Minimum Limits required:

<u>\$1,000,000</u>	General Aggregate
<u>\$1,000,000</u>	Products & Completed Operations Aggregate
<u>\$1,000,000</u>	Personal and Advertising Injury
<u>\$1,000,000</u>	Each Occurrence

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2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

COF

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Business Automobile Liability Insurance:

Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

COF

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Professional Liability Insurance:

- 3) Minimum Limit required: \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- 4) Retroactive date: Prior to commencement of the performance of this Contract
- 5) Discovery period: Three (3) years after the termination date of this Contract.
- 6) A certified copy of this policy may be required.

COF

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Umbrella or Excess Liability Insurance:

- 1) May be used to achieve the above minimum liability limits.

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Commercial Crime Insurance:

- 1) Minimum Limit required: **\$10,000** Per Loss for Employee Dishonesty
- 2) This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

COF

CTR

Performance Security:

- 1) Amount required: \$ **0.00**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

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- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, **The City of Fernley, its officers, employees and immune contractors** shall be named as additional insureds for all liability arising from this Contract.
- 2) Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance: Prior to the start of any work, Contractor must provide the following documents to the City:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
- 3) Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall

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relieve Contractor of Contractor'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 Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

18. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor 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 Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

19. 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 default or breach.

20. SEVERABILITY OF PARTS. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

21. 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 the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

22. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation

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by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection. Any modifications made by the City to any of the Contractor's document, or any use, partial use, or reuse of the document without the written authorization or adaption by the Contractor will be at the City's sole risk and without liability to the contractor, and the City shall indemnify, defend and hold the Contractor harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

23. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor 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.
- b. Contractor 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.
- c. Contractor 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 shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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25. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local 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:

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

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

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

26. GENERAL WARRANTY: Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be of good quality, with no material defects.

27. 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. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; VENUE. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

29. INTEGRATED AGREEMENT. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

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30. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

31. ADVICE OF COUNSEL. Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or Party's attorneys. This is an agreement of settlement and compromise, made in recognition that the Parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each Party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Agreement. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

32. MODIFICATION; NO WAIVER. The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.

33. INTERPRETATION OF AGREEMENT. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation, and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

34. COOPERATION OF PARTIES. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

35. NON-DISCRIMINATION. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender

CONTRACT

A Contract For Professional Engineering Services

identity or expression, 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. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

36. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017). By signing this Agreement, the Contractor provides a written certification, as a material part of this Agreement, that the Contractor 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 Contractor shall be responsible for fines, penalties, and repayment 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 Contractor's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

37. ACKNOWLEDGMENT AND EXECUTION. In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY MANAGER

City of Fernley
Daphne Hooper
Telephone: 775-784-9900

DAPHNE HOOPER
DATED this _____ day of _____, 20__.

CITY ATTORNEY

City of Fernley
Brandi Jensen, Esq.
Telephone: 775-784-9861
Fax: 775-784-9868

I have reviewed this Contract and approve as to its legal form.

BRANDI JENSEN
DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Engineering Department

CONTRACT

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DEREK STARKEY, P.E., CITY ENGINEER
DATED this _____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20__, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

ROY EDGINGTON, MAYOR
DATED this _____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK
DATED this _____ day of _____, 20__.

CONTRACT

A Contract For Professional Engineering Services

_____, being first duly sworn, deposes and says: That _____ is the Contractor; that _____ has read the foregoing Contract; and that _____ understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: _____
TITLE: _____
FIRM: _____
BUSINESS LICENSE #: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ / Fax #: _____
E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

On this _____ day of _____, in the year 20__, before me, _____ / Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

CONTRACT

A Contract For Professional Engineering Services

ATTACHMENT A SCOPE OF SERVICES



Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

August 2, 2019

LA19.491

Jessica Dover, PE
Sr. Project Manager
City of Fernley
Via Email: jdover@CityofFernley.org

Re: Proposal for Professional Design Services – Cottonwood Lane Drainage and Roadway Reconstruction Project, Fernley, NV

Dear Jessica:

Lumos & Associates, Inc. is pleased to provide you with this proposal for engineering design and related services for the Cottonwood Lane Drainage and Roadway Reconstruction Project.

Project Understanding

The proposed project is located on Cottonwood Lane from U.S. Alt. 50 (U.S. Alt. 95A) to SR 828 (Farm District Road). More generally, the project is located along the Section line between Sections 13 and 24 (small portion between 14 and 23), Township 20N, Range 24E M.D.B. & M. It is our understanding that the scope of work for this project is to reconstruct road sections from Alt. 50 to Hardie Lane and from Bardot Way to Cook Way, along with the slurry seal, ADA improvements, sidewalk, curb and gutter, striping and similar improvements along other portions of the roadway between Alt. 50 and Farm District Road. In addition, an approximately 650 linear foot section of 18" waterline will be installed to connect to existing 18" lines and an approximately 1,100 foot section of 6" waterline between Alt. 50 and Hardie Lane will be planned for replacement. The project may also include sewer and water stubs to areas that may need them in the future. Lastly, the project will include drainage upgrades and improvements to route water as possible from Cottonwood downstream.

The anticipated schedule is to bid the project in the April timeframe to allow construction to commence once school is out for the summer due to the high use of Cottonwood Lane during the school year. This may be in 2020 or 2021 pending any easement/ROW complications.

We propose the following tasks to assist you with your project:

Project Scope

Task 1 – Topographic Survey and Base Map

A project base map will be created using a combination of aerial photogrammetry and ground collected survey field shots. The photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' (not related to plan preparation) with a 1' contour interval accuracy and ground sampling distance of 0.25' per pixel. Isolated field shots will be obtained at critical locations such as edge of roadway, curb and flow line elevations, surface evidence of utilities,

storm drain features (with inverts), and obscured areas to be combined with the aerial imagery to supplement the base map. A digital terrain model, topographic base map, and color orthophoto will be generated using the combination of ground and aerial collected data.

The areas to be mapped will be the improvements within the right-of-ways of Cottonwood Lane and 10-ft beyond. Intersecting roadways will be mapped an additional 50' outside of this right-of-way.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base map. The vertical datum for the project will be reference to NAVD88.

Boundary and right-of-way locations will be provided based upon record information combined with monument ties at adjacent street intersections and found right-of-way monumentation along the project corridor.

Lumos will locate the overhead utilities within the ROW and depict these on the base map for the project to enable the team to verify potential conflicts with the design. Lumos will locate subsurface utilities within the roadway ROW (and areas reasonably affected). Lumos to coordinate with Utility to remove lids of surface features and document depth of utility device/invert of pipe for those utilities that can be identified. This does not include potholing or other investigations to locate underground facilities that are not accessible (water, gas, communications, etc) other than USA digs marks. The USA digs marks will be obtained for preliminary location of utilities that can then later be potholed by City forces as determined based on the design of the new facilities. Subsurface data will be incorporated into the project base map to enable the team to identify potential conflicts with the design.

Lumos will also use data collected under this task for preliminary design of the sections of Cottonwood Lane tentatively scheduled to be included in the FY 2020/2021 PMP Maintenance Project. Features collected are anticipated to include roadway surface area and utility locations. Locations requiring full depth pavement patching will be identified and quantified utilizing a visual examination of the existing pavement.

Task 2 – Geotechnical Investigation

For the current scope of work, we propose a field investigation that will consist of up to four (4) test pits five (5) to ten (10) feet deep, along the length of the roadway proposed for reconstruction (from Alt. 50 to Hardie Lane and from Bardot Way to Cook Way) and up to three (3) cores for areas not receiving full reconstruction. Locations for pavement coring and drilling will be identified by Lumos and reviewed/approved by the City prior to sampling activities. Lumos will collect samples at regular intervals and note the existing soils conditions at each excavation. Lumos will provide the excavation, backfill and patching services, traffic control, and notify USA Dig.

Lumos & Associates, Inc. herein proposes to provide laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a report that will discuss the site conditions, field and laboratory test data, and our conclusions and recommendations from a geotechnical perspective. Our Geotechnical Investigation will be supervised

by a Registered Professional Engineer in the State of Nevada and will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Identification of All Exploration Locations
- Test Pit Excavation
- Observation of Test Pits
- Soil Sampling

Laboratory analysis may include:

- R-Value
- Atterberg Limits
- Grain Size Analysis (including fines content)
- Expansion Index

Report, Recommendations, and Conclusions:

- Table of Contents
- Exploration Logs - which will include test results, and depth of test pits
- Site Conditions
- Field Investigation
- Soil Types and Classifications
- Laboratory Analysis and Test Results which will include sample locations (P.I, % passing #200, R-Value)
- Pavement Recommendations and calculations
- Ground Water Depth, if Encountered
- Test Pit Location Map

Note that the estimated fee for this task does not include any soil and/or groundwater contamination evaluation at the site.

The geotechnical report is solely for the determination of road section for the area to be reconstructed, and construction of new utilities in the other areas, utilizing typical road section design for a collector roadway. The pavement recommendation included in Task 4 will be for a typical design section for the reconstruction area only. This report does not contemplate a full analysis of the useful life of the existing pavement, traffic counts, or work related to this as this would require extensive test pits along the entire length of the roadway, traffic analysis, and further evaluation of the roadway itself over and above the geotechnical report scope provided. We have included a separation optional task should the City decide the need to evaluate the road at this higher level.

Task 3 – 30% Design (Conceptual)

This task will include preparation of conceptual level design layouts for intersections of Cottonwood Lane with Alt. 50/Alt. 95A and SR 828/Farm District Road. Up to three (3) conceptual layout options will be prepared for each intersection for discussion and review with the City (layout will be submitted in PDF format). After review and comment by the City, preferred layout options for each intersection will be refined.

It is anticipated that coordination with Lyon County School District (LCSD) will be initiated with this task to get feedback from LCSD regarding challenges near Cottonwood Elementary, as perceived by LCSD Staff, parents, etc. One (1) coordination meeting with LCSD is assumed under this task. In addition, the conceptual layout options prepared under this task will be presented to NDOT at a pre-permit submittal meeting under a separate task.

Also under this task, Lumos will begin exploring preliminary drainage alternatives for discussion with the City prior to proceeding with design and a formal drainage report to ensure the drainage option selected, with input from the City, is acceptable to the City and is feasible. Options will be provided to the City (in PDF format) for eventual discussion at a coordination meeting.

Based on field investigations, Lumos will provide the City a list of utilities likely to be in the project area. The City will issue notification to the potentially affected utility companies and Lumos will coordinate with the utilities to obtain mapping of existing and proposed infrastructure (including relocation plans, new installation plans, upcoming work, etc).

The 30% deliverables to the City under this task will include electronic copies (PDFs) of the conceptual layouts at each intersection and exhibits of preliminary drainage options. A 30% plan set is not included under this task.

Task 4 – 60% Design

This task will include preparation of civil construction drawings for review by the City of Fernley. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. The 60% deliverable to the City will include an electronic copy of the plans (PDF), one (1) full size 24"x36" hard-copy of the plans, and two (2) half size 11"x17" hard-copies of the plans. The 60% submittal will include submittal of an engineer's estimate of probable construction costs in electronic format (PDF). Design of water and sewer system improvements will be handled under Tasks 4A and 4B and will be incorporated into the 60% plan set and cost estimate generated under this task.

Our drawings for the onsite improvements will include the preliminary roadway improvements, grading, curb, gutter, sidewalks, ADA upgrades, striping, signage, and drainage improvements. The design of "dry" utilities (i.e., gas, electric, power, telephone, cable television) is not anticipated as part of this project; however, coordination with the dry utilities as needed with the City to facilitate the relocation of dry utilities or the installation of new dry utilities by the utility companies will be initiated with this task. Lumos will facilitate distribution of the 60% progress plan set to utility companies affected by the proposed improvements.

Also under this task, Lumos will begin the draft drainage report for the project to determine flows, routing, and the eventual discharge of storm water from the project. A draft drainage report will be submitted to the City for review and comment based upon selection of a drainage method after the 30% design. The deliverable to the City will be an electronic copy of the report in PDF format.

It is anticipated that coordination with the LCSD will be continued with this task. An electronic copy of the 60% plan sheets showing improvements near Cottonwood Elementary School will be sent to

the LCSD via email for review and comment. This task will include one (1) conference call with the City, LCSD, and Lumos to discuss the 60% design of improvements near Cottonwood Elementary School (Lumos to distribute relevant meeting materials via email).

Coordination with NDOT and USBR, including required deliverables, will be handled under separate tasks.

Task 4A – 60% Design (Water)

This task will include preparation of civil construction drawings related to water system improvements for review by the City of Fernley. The plans will include the design of the new water system components (hydrants, services, valves, etc). The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. The 60% design will include an engineer's estimate of probable construction costs. The 60% drawings and cost estimate prepared under this task will be incorporated into the deliverables under Task 4.

Task 4B – 60% Design (Sewer)

This task will include preparation of civil construction drawings related to sewer system improvements for review by the City of Fernley. The plans will include the design of the new sewer components (manholes, services, laterals, etc). The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. The 60% design will include an engineer's estimate of probable construction costs. The 60% drawings and cost estimate prepared under this task will be incorporated into the deliverables under Task 4.

Task 5 – 90% Design and Permitting

This task will include preparation of civil construction drawings for review by the City of Fernley. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. This task will include any City comments received from the City's review of the 60% plans. Draft specifications, contract documents, and an engineer's estimate of probable construction costs will also be prepared under this task. The 90% deliverable to the City will include an electronic copy of the plans, specifications/contract documents, and cost estimate (PDF), one (1) full size 24"x36" hard-copy of the plans, and two (2) half size 11"x17" hard-copies of the plans. Lumos will provide boiler plate technical specifications in Microsoft Word format for the City's use with future projects. The 90% submittal will include submittal of an engineer's estimate of probable construction costs in electronic format (PDF). Design of water and sewer system improvements will be handled under Tasks 5A and 5B and will be incorporated into the 90% plan set, specifications/contract documents, and cost estimate generated under this task.

Our drawings for the onsite improvements will include the preliminary roadway improvements, grading, curb, gutter, sidewalks, ADA upgrades, striping, signage, and drainage improvements. The design of "dry" utilities (i.e., gas, electric, power, telephone, cable television) is not anticipated as part of this project; however, coordination with the dry utilities as needed with the City to facilitate the relocation of dry utilities or the installation of new dry utilities by the utility companies will be continued with this task. Lumos will incorporate comments from utility companies, as applicable, into the design plans and will facilitate distribution of the 90% plan set to the utility companies affected by the proposed improvements.

Also under this task, Lumos will prepare a final draft of the drainage report for the project to determine flows, routing, and the eventual discharge of storm water from the project. Comments received on the draft drainage report prepared at the 60% design level will be incorporated and a final draft of the drainage report will be submitted to the City for review and comment. The deliverable to the City will be an electronic copy of the report in PDF format.

It is anticipated that coordination with the LCSD will be continued with this task. An electronic copy of the plan sheets showing improvements near Cottonwood Elementary School will be sent to the School District via email for review and comment. This task will include one (1) conference call with the City, LCSD, and Lumos to discuss the 90% design of improvements near Cottonwood Elementary School (Lumos to distribute relevant meeting materials via email).

Coordination and permitting with NDOT and USBR, including required deliverables, will be handled under separate tasks. NDOT submittals and a desk audit will be completed after this task is complete; all NDOT work will be done under a separate task.

Plans completed under this task will be stamped and submitted to NDEP to initiate their review of the project.

Task 5A – 90% Design and Permitting (Water)

This task will include preparation of civil construction drawings related to water system improvements for review by the City of Fernley. The plans will include the design of the new water system components (hydrants, services, valves, etc). The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. The 90% design will include an engineer's estimate of probable construction costs. The 90% drawings, specifications/contract documents, and cost estimate prepared under this task will be incorporated into the deliverables under Task 5.

Task 5B – 90% Design and Permitting (Sewer)

This task will include preparation of civil construction drawings related to sewer system improvements for review by the City of Fernley. The plans will include the design of the new sewer components (manholes, services, laterals, etc). The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. The 90% design will include an engineer's estimate of probable construction costs. The 90% drawings, specifications/contract documents, and cost estimate prepared under this task will be incorporated into the deliverables under Task 5.

Task 6 – Final Design and Permitting

This task will include preparation of final bid documents (drawings and specifications/contract documents). These final drawings will include any comments from the City and other permit agencies from the 90% plans. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. A final engineer's estimate of probable construction costs will also be prepared under this task. The final deliverable to the City will include an electronic copy of the plans, specifications/contract documents, and cost estimate (PDF), one (1) full size 24"x36" hard-copy of the plans, two (2) half size 11"x17" hard-copies of the plans, and one (1) bound hard-copy of the specifications/contract documents. A CD will be provided to the City

containing electronic copies of all the deliverables in PDF format and specifications/contract documents in Microsoft Word format. The final plans, specifications/contract documents, and cost estimate will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Design of water and sewer system improvements will be handled under Tasks 6A and 6B and will be incorporated into the final plan set, specifications/contract documents, and cost estimate generated under this task.

Our drawings for the onsite improvements will include the final roadway improvements, grading, curb, gutter, sidewalks, ADA upgrades, striping, signage, and drainage improvements. The design of "dry" utilities (i.e., gas, electric, power, telephone, cable television) is not anticipated as part of this project; however, coordination with the dry utilities as needed with the City to facilitate the relocation of dry utilities or the installation of new dry utilities by the utility companies will be continued with this task if necessary. Lumos will incorporate comments from utility companies, as applicable, into the final plans and will facilitate distribution of the final plan set to the utility companies affected by the proposed improvements.

Also under this task, Lumos will prepare and submit a final drainage report for the project. The final deliverable to the City will include an electronic copy of the report in PDF format and one (1) bound hard copy.

An electronic copy of the final plan sheets showing improvements near Cottonwood Elementary School will be sent to the LCSD under this task.

Coordination with NDOT and USBR, including required deliverables, will be handled under separate tasks. Final NDOT plans will be submitted at this time (work performed under a separate task).

Plans completed under this task will be stamped and submitted to NDEP for final permit issuance.

Task 6A – Final Design and Permitting (Water)

This task will include preparation of final bid documents related to water system improvements. The plans will include the design of the new water system components (hydrants, services, valves, etc). The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. The final design will include an engineer's estimate of probable construction costs. The final drawings, specifications/contract documents, and cost estimate prepared under this task will be incorporated into the deliverables under Task 6.

Task 6B – Final Design and Permitting (Sewer)

This task will include preparation of final bid documents related to sewer system improvements. The plans will include the design of the new sewer components (manholes, services, laterals, etc). The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as typically utilized by the City of Fernley. The final design will include an engineer's estimate of probable construction costs. The final drawings, specifications/contract documents, and cost estimate prepared under this task will be incorporated into the deliverables under Task 6.

Task 7 – NDOT Coordination and Permitting

Under this task, Lumos will coordinate with NDOT to facilitate the design and permitting process for proposed improvements within NDOT ROW at Alt. 50 and Farm District Road. This task includes a pre-application meeting with NDOT at or before the 60% design level, a desk audit at the 90% design level (permit submittal process to obtain a standard occupancy permit), and preparation of all associated documentation required to be submitted at the time of application (color-coded plans, drainage form stamped/signed by civil engineer, etc). Lumos will incorporate NDOT comments into the final design as appropriate and submit to NDOT for the final permit. Lumos will also assist in obtaining a temporary occupancy permit and preparing design deviation request letters if necessary.

Lumos to coordinate design with the City and NDOT, NDOT Project (EA No. 74038), regarding paving and multi-use path improvements along US 50A from 0.015 miles south of Royal Oak Drive to SR 427. Construction tentatively scheduled to occur in 2020.

Task 8 – SWPPP Preparation

Under this task, Lumos will develop a storm water pollution prevention plan (SWPPP) for the project as required by NDEP. The SWPPP will be coordinated with the selected contractor. The contractor for the project will be the responsible party signing and adhering to the SWPPP.

Task 9 – Bidding Assistance

Bidding will commence once all permits and easements are obtained. Under this task, Lumos will prepare a bid advertisement, submit for publication (after City review/approval), and issue and track distribution of project plans and specifications. Lumos will answer questions during the bid process, prepare, track and distribute addendum(s) as needed, prepare a pre-bid meeting agenda with a sign-in sheet, attend and conduct a pre-bid meeting, and compile/distribute meeting notes as an addendum subsequent to the meeting (after review by the City).

Also under this task, Lumos will attend the bid opening (and conduct if needed), review submitted bids for accuracy, tabulate bid results into an excel spreadsheet, and prepare a recommendation of award letter to the City.

Task 10 – On Call Services (OPTIONAL)

As requested by the City of Fernley Lumos will provide additional services not detailed in the above listed tasks. This task may or may not be used at the sole discretion of the City of Fernley. If Lumos determines it is necessary to perform work to be paid from this task, Lumos will prepare and submit a written request detailing the need, scope, and not-to-exceed budget for any proposed work.

Work under this task shall proceed only with the City PM's prior written approval.

Task 11 – Reimbursables

Any fees or other associated project costs incurred by Lumos to obtain copies of previous plans or reports, additional mapping, permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 15%. Additional production of plans and specifications as requested by the client will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

If Lumos determines it is necessary to incur costs under this task, Lumos will prepare and submit a written request detailing the need, scope, and not-to-exceed budget for the proposed services. Work under this task shall proceed only with the City PM's prior written approval.

Task 12 – Easement Preparation (OPTIONAL)

The extent of required easements is unknown at this time; for budgetary purposes, it is assumed that five (5) easement documents will need to be prepared for permanent and/or temporary easements to construct the planned improvements. Lumos will prepare legal descriptions and exhibit maps of individual affected parcels. Lumos will also pull preliminary Title Reports and updates as necessary for each affected parcel.

The following items are not included in this task: ROW appraisals, property owner negotiations, escrow coordination and title clearance, and recordation of fully executed (final) easement(s) with Lyon County.

Work under this task shall proceed only with the City PM's prior written approval. If it is determined that additional easements are necessary beyond the five (5) included under this task, Lumos will provide an amendment to this proposal.

Task 13 – USBR Coordination (OPTIONAL)

There is the potential that USBR coordination and work will be necessary pending the determination of the existing ROW, easements, etc. This task allows for up to two (2) coordination meetings with USBR should they be necessary.

Work under this task shall proceed only with the City PM's prior written approval. Due to the unknown level of work that USBR coordination might entail, a budgetary estimate has been included in the fees table for the two coordination meetings. If the City needs assistance with applications to obtain USBR Consent Documents or if other additional work is needed for coordination with USBR, the scope of work and budget for this task will need to be amended. If required, Lumos will prepare easement documentation under Task 12.

Task 14 – Utility Pothole Exploration (OPTIONAL)

Should existing records/information not be sufficient for Lumos to determine whether or not a conflict exists between proposed improvements and existing utilities, potholing will be needed at a sufficient number of locations to make such determination. If required potholing activities are excessive or may otherwise cause a hardship for City Staff to perform, Lumos will proceed with potholing services utilizing a subcontractor.

Work under this task shall proceed only with the City PM's prior written approval. Although the cost to pothole is unknown at this time, a budgetary estimate has been included in the fees table for this task assuming three (3) days of a potholing subcontractor's time at a rate of \$275/hour, three (3) days of Lumos' field time at a rate of \$95/hour, and associated Lumos time for coordination/oversight. If it is determined that the costs for the required potholing work exceeds the amount budgeted, Lumos will provide an amendment to this proposal.

Task 15 – Public Outreach (OPTIONAL)

In the event that Public Meetings are necessary or required by the City, Lumos can attend and prepare materials for the public meetings, one-on-one resident meetings, and other related work.

Work under this task shall proceed only with the City PM's prior written approval. The cost for Public Outreach is unknown at this time, but a budgetary estimate has been included in the fees table for this task assuming Lumos attendance at two (2) public outreach meetings, one (1) Fernley City Council meeting, and preparation of associated meeting materials.

Task 16 – Traffic and Roadway Evaluation (OPTIONAL)

Under this task, Lumos will work to obtain traffic count data and a traffic analysis related to U.S. 95A/SR 828 in addition to NDOT traffic count data to verify the City's minimum required structural section will accommodate a 20-year pavement design life. Additionally, the roadway geometry at these intersections will be analyzed to determine bus traffic and access. Lumos will review accident data for possible safety problems at U.S. 95A and SR 828 intersections and provide recommendations AND preliminary layout options related to this work. Turning movements will be modeled/verified with restriping/reconfiguration options developed at the intersections (a final design is not included due to the unknown nature of what the scope may be after development of options). Work under this task will be performed with design support from a traffic-engineering subconsultant. Traffic impacts from other development projects within the area are not included under this task.

It is assumed that soils data gathered from the Geotechnical Investigation under Task 2 will be used as representative data for potential additional reconstruct areas under this task. If additional geotechnical work is required, Lumos will provide an amendment to this proposal.

This task would also include an evaluation of rehabilitation/reconstruction alternatives with cost estimates. Work under this task shall be authorized by the City PM as needed. It is understood that this task may overlap with the City's TMP Project. Lumos will coordinate with City and TMP Project Consultant to obtain and utilize existing data at intersections, if available.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- All subconsultant and subcontractor invoices will be billed at a cost plus 15%.
- This scope excludes construction-related services. A construction management scope of services will be included in a separate future proposal.
- Fernley will pay for all application and permit fees. Submittals to agencies other than those listed in the scope will not be required.
- The City will provide potholing services during design (Lumos will provide field personnel to record information). If required potholing activities are excessive or may otherwise cause a hardship for City Staff to perform, Lumos will proceed with potholing services utilizing a subcontractor, to be compensated as described per Task 14.
- Fernley will provide water-modeling report to Lumos to submit to NDEP in conjunction with services described in Task 5 (90% design) and Task 6 (final design).
- Lumos will handle requests for record information to dry utility company; however, it is assumed that Fernley will prepare utility relocation coordination letters to the dry utility companies should utilities need to be relocated.

- It is assumed that the removal/discharge of storm water from the project area will be accomplished by gravity systems; the design of storm water pumping facilities is excluded from the design scope at this time.
- This scope excludes the design of roadway geometry changes within the NDOT ROW. Additional geotechnical work, drainage design, NDOT coordination, and other design services, as needed, can be provided as an amendment to this proposal to support roadway redesign within NDOT ROW.
- No environmental/cultural studies or clearances are included at this time.

Fee Summary

The tasks described in the Scope of Work will be completed for the following fees (see Attachment B – Fee Schedule for additional information):

Task	Description	Fee
Task 1	Topographic Survey and Base Map	\$23,100
Task 2	Geotechnical Investigation	\$21,300
Task 3	30% Design (Conceptual)	\$11,000
Task 4	60% Design	\$20,300
Task 4A	60% Design (Water)	\$6,300
Task 4B	60% Design (Sewer)	\$2,400
Task 5	90% Design and Permitting	\$36,100
Task 5A	90% Design and Permitting (Water)	\$10,900
Task 5B	90% Design and Permitting (Sewer)	\$4,600
Task 6	Final Design and Permitting	\$19,200
Task 6A	Final Design and Permitting (Water)	\$5,700
Task 6B	Final Design and Permitting (Sewer)	\$2,500
Task 7	NDOT Coordination and Permitting	\$7,900
Task 8	SWPPP Preparation	\$2,900
Task 9	Bidding Assistance	\$4,000
Task 10	On-Call Services (OPTIONAL)	\$10,000
Task 11	Reimbursables - Estimated Budget	\$2,000
Task 12	USBR Coordination (OPTIONAL) - Estimated Budget	\$1,500
Task 13	Easement Preparation (OPTIONAL) - Estimated Budget	\$7,500
Task 14	Utility Pothole Exploration (OPTIONAL) - Estimated Budget	\$8,600
Task 15	Public Outreach (OPTIONAL) - Estimated Budget	\$6,800
Task 16	Traffic/Roadway Evaluation (OPTIONAL) - Estimated Budget	\$48,000
Total:		\$262,600

Tasks 1-16 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this proposal as necessary. If this proposal is acceptable please provide the City’s contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. Lumos & Associates, Inc. will

send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me at (775) 883-7077 if you have questions.

Sincerely,

A handwritten signature in blue ink that reads "Tim Russell". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Tim Russell, P.E.
Group Manager

A handwritten signature in blue ink that reads "Michael Bennett". The signature is cursive and somewhat stylized.

Michael Bennett, P.E.
Engineering Manager

CONTRACT

A Contract For Professional Engineering Services

ATTACHMENT B

CONSIDERATION - FEE SCHEDULE

CONTRACT

A Contract For Professional Engineering Services

ATTACHMENT C SCHEDULE OF SERVICES AND PROJECT TEAM



Carson City
 308 N. Curry Street, Suite 200
 Carson City, Nevada 89703
 775.883.7077

MEMORANDUM

DATE: July 29, 2019
TO: City of Fernley, Jessica Dover, P.E., Senior Project Manager
FROM: Lumos & Associates, Kristin Tokheim P.E., Senior Engineer
SUBJECT: Cottonwood Lane Drainage and Roadway Reconstruction Project
 Team List and Preliminary Project Schedule

The proposed design team and a preliminary project schedule is presented below for the City of Fernley Cottonwood Lane Drainage and Roadway Reconstruction Project as defined in the Proposal for Professional Design Services provided by Lumos & Associates, Inc. dated July 29, 2019. The preliminary schedule excludes optional tasks and unforeseen delays that may affect project timelines and represents a best-case scenario for the project.

Lumos Design Team

Project Role	Lumos Team Member
Project Management / Coordination	Tim Russell, P.E., W.R.S., Kristin Tokheim, P.E.
Project Design / Constructability Review	Brian Harer
Project Design / Drafting	Randy Hines
Survey and Base Mapping	David Crook, P.L.S.
Geotechnical Engineering	Mitch Burns, P.E., C.E.M.
Quality Control	Steven Moon, P.E.

Preliminary Schedule

Task	Date
Project Kick Off	Mid-August
Complete Topographic Survey and Base Mapping	September 20, 2019
Complete Geotechnical Investigation and Report	September 30, 2019
Submit 30% Conceptual Design Layouts to City	October 11, 2019
City Review Comments / Review Call (1 week)	October 18, 2019
<i>Pre-App Meeting w/NDOT on 30% Conceptual Design Layouts</i>	-
Submit 60% Plans and Draft Drainage Report to City	November 22, 2019
<i>Pre-App Meeting w/NDOT on 60% Design</i>	-
City Review Comments / Review Meeting (2 weeks)	December 6, 2019
Submit 90% Plans, Specs, and Drainage Report to City	January 24, 2020
<i>Submit 90% Plans to NDEP for Review</i>	-
<i>Desk Audit w/NDOT on 90% Design Plans and Application</i>	-
City Review Comments / Review Meeting (2 weeks)	February 7, 2020
Submit Final Plans, Specs, and Drainage Report to City	February 28, 2020
<i>Submit Final Plans to NDEP for Final Approval</i>	-
<i>Submit Final Plans to NDOT for Final Permit</i>	-
Advertise for Bid	April 8, 2020
Bid Opening	May 6, 2020