

CONTRACT

A Contract For Professional Engineering Services

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

and

NCE
1885 S. Arlington Ave. Suite 111
Reno, NV 89509

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 NCE, (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 07th day of October, 2020, to the 30th day of June, 2021, 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:

Angela Hueftle, P.E.
NCE
1885 S. Arlington Ave. Suite 111
Reno, NV 89509

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/Bid Services: (Task 1 through 6 and Task 9, 10 and 14) *	\$378,645
Total Design Services Water Enterprise: (Task 7)	\$26,655
Total Design Services Sewer Enterprise: (Task 8)	\$20,715
Total OPTIONAL: (Task 5.C, 6.E, 10.D, 11, 12, 13 and 15)	\$165,415
Total NTE Amount (Including OPTIONAL Services)	\$591,430

* Excludes Tasks 5.C, 6.E and 10.D

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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 D. 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 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,

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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.
- 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

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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.

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,

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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-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

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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, 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

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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:

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

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

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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).

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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.

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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.

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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.

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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:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees***

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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 Underlyer 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 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

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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 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

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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 identity or expression, or age, including, without limitation, with regard to employment,

CONTRACT

A Contract For Professional Engineering Services

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

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

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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: _____

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A Contract For Professional Engineering Services

ATTACHMENT A SCOPE OF SERVICES

September 21, 2020

Ms. Jessica Dover, PE
Sr. Project Manager
City of Fernley Engineering Dept.
595 Silverlace Blvd.
Fernley, NV 89408

RE: Shadow Lane Reconstruction Project Scope of Work

Dear Ms. Dover:

NCE (Consultant) is pleased to provide a scope of work for the Shadow Lane Reconstruction Project (Project). The Project includes the reconstruction of Shadow Lane from US50A/95A to SR 828. Shadow Lane is a critical East-West Collector for the City and is used for both residential and commercial access. Shadow Lane West, between US-50A/95A and SR 828 (Farm District Road), is currently in a state of disrepair with a Pavement Condition Index (PCI) ranging between 0 to 50. These PCI rankings indicate preventative maintenance is no longer appropriate for these sections of roadway. The road also has areas of missing curb, gutter and sidewalk and drainage issues that will need to be addressed to prevent future deterioration of the roadway. Sanitary sewer and water infrastructure will be evaluated for replacement and/or upsizing within the Project area. The Project will begin with design in FY 2021 and then progress to construction in FY 2022.

Specific scope of work tasks are as follows:

1. PROJECT MANAGEMENT

The Consultant's project manager will have primary responsibility for coordinating the efforts of the project team and subconsultants and for on-going project coordination of all activities for the duration of the work. Specific project management tasks include project setup and administration, monthly budget monitoring and invoicing, preparation and reporting of project progress and schedule, QA/QC, and project closeout. It is assumed the project design duration will be 15-months.

Consultant's project manager will coordinate with the City's Project Manager with bi-weekly informal briefings via email or phone call. Consultant's project manager will participate in 30%, 60%, and 90% design review meetings.

2. GEOTECHNICAL INVESTIGATION AND PAVEMENT REPORT

This task will consist of a limited pavement condition survey, subsurface exploration, laboratory testing, analysis and design, and draft and final geotechnical investigation and pavement reports. Consultant will use a licensed geotechnical consultant to perform soil boring and laboratory testing. Work performed will comply with current City of Fernley Design Standards and Standard Specifications for Public Works Construction.

Consultant will visit the site and perform a visual condition assessment of the pavement

Reno, NV

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

to document existing distress types, extent of distress, and to identify areas for subsurface investigation. Prior to initiating the field exploration, Consultant will review published geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site. Locations for pavement boring will be identified by Consultant and reviewed/approved by the City prior to start of sampling activities.

The subsurface field exploration will consist of drilling 8 to 10 borings to depths of about 15 feet below the existing ground surface or to refusal, whichever comes first, using a truck-mounted drill rig. Borings will alternate each travel lane, where existing subsurface infrastructure conflicts do not exist. The intent of the exploration is to collect bulk samples of subgrade soils, and drive samples of underlying soils for laboratory testing. Soils encountered will be logged and pavement thickness and aggregate base layer thicknesses will be measured in the bore hole.

We anticipate that borings will be located within the paved roadway. Borings located within the existing roadway will be backfilled with bentonite hole plug if water is encountered or tamped with soil cuttings and capped using 4,000 PSI non-shrink concrete grout per Standard Specifications Public Works Construction. Excess cuttings resulting from the drilled borings will be hauled off site.

Four to six pavement cores will be obtained during one day of the drilling. Pavement cores will be collected using a hand coring rig with 4-inch diameter barrel. The core location will be within 50 feet of each boring to allow our field crews to work simultaneously during the first day of drilling.

A no cost encroachment permit will be obtained from the City and the Consultant will coordinate with USA Dig. A traveling/moving lane closure with flagger is anticipated to maintain flow of traffic and safety.

Lab analysis on up to 5 subgrade soil samples will be conducted to produce soil classifications (full USCS description), moisture content, grain size distribution and Atterberg Limits, and R-Values from representative samples of the soils encountered. R-value tests will be conducted on up to 5 subgrade soil samples.

Average Annual Daily Traffic (AADT) counts for pavement design will be estimated using NDOT's TRINA system.

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

Consultant will develop a geotechnical investigation report that will include construction

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

Deliverables:

- 1) Draft Geotechnical Investigation Report (at 60% submittal) – PDF
- 2) Draft Pavement Report (at 60% submittal) – PDF
- 3) Final Geotechnical Investigation Report (at 90% submittal) signed and sealed by a Nevada Registered Professional Engineer in responsible charge of preparation – (1) one bound printed copy, PDF
- 4) Final Pavement Report (at 90% submittal) signed and sealed by a Nevada Registered Professional Engineer in responsible charge of preparation – (1) one bound printed copy, PDF

3. TOPOGRAPHIC SURVEY AND BASE MAP

A. Boundary Survey

Consultant will utilize the Lyon County Assessor & Recorder's on-line data base to conduct records research, and obtain current documentation and mapping regarding the various subdivisions and individual parcels which are adjacent to and whose boundaries define the configuration of street right-of-ways associated with the Shadow Lane Rehabilitation Project. Consultant will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

Consultant will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum and the North American Vertical Datum (NAVD 88) vertical datum. Consultant will then perform field boundary surveys of the subject subdivisions and individual parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels and associated right-of-way boundaries.

Consultant will then utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the project site. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

Assumptions: Consultant assumes that a sufficient number of survey monuments (right-of-way monuments, section corners, and/or existing property corners) pertaining to parcels APN 021-111-07 through APN 021-111-20 exist in an undisturbed state in the field to resolve their boundaries. Consultant also assumes that record information is accurate, and no boundary issues exist between the parcels along Shadow Lane within

the NE ¼ SE ¼ Section 13, T20N, R24E. Preliminary research indicates that these parcels' boundaries may only be described by metes and bounds legal descriptions contained within deeds and no record mapping is apparent. Should a boundary issue be discovered, Consultant will immediately notify the City's project manager and prepare a separate scope and fee and request to proceed under Contingency Task 15.

B. Topographic Survey

Consultant will utilize the survey control network established under Task 3.A to conduct a topographic survey of the street right-of-way along Shadow Lane from US 50A/95A to SR 828. The survey will consist of gathering survey data associated with ground topography and drainage features, existing improvements, evidence of existing utilities, storm drain & sanitary sewer dips, planometrics (buildings, fences, trees, power poles, etc.), striping, and any other pertinent physical features as determined applicable within 10' from the back of curb (or edge of shoulder) on Shadow Lane along with 50' into adjoining streets at intersections. Consultant will then utilize the boundary information and the data gathered during the topographic survey to prepare a digital base map for the project site. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, parcel boundaries, easements and right-of-ways, roadway and site improvements, planometrics, striping, and evidence of existing utility services (i.e. existing telephone or power, water, storm drain, and sanitary sewer infrastructure etc.).

Deliverables:

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

4. PRELIMINARY DESIGN

Parameters to be included in the design of the Project include the following:

- To the extent practicable, proposed improvements shall be installed/constructed within the existing public right-of-way (R/W). Attempts should be made where possible to avoid encroachment of improvements outside of the R/W. All proposed easements shall be evaluated by the City and Consultant on a case by case basis per location of proposed acquisition.
- Landscape adjustments/relocations may be completed as necessary; however, these adjustments should be minimized and shall be evaluated by the City and Consultant on a case by case basis per location of adjustment/relocation.
- Limit of sidewalk connectivity shall be to the nearest intersection or adjacent accessible sidewalk.
- To the extent practicable, utility adjustments shall be minimal. Relocations and or construction of new infrastructure shall be evaluated by the City and Consultant on a case by case basis per location and per Utility. Attempts should be made where possible to avoid above ground and subsurface utility conflicts.
- To the extent practicable, ADA improvements shall be evaluated by the City and Consultant and improvements installed throughout the Project corridor where applicable. This may include but is not limited to curb ramp/pedestrian ramp(s), driveway transitions, and sidewalk connectivity and accessible pedestrian access route(s).

- The City and Consultant will discuss necessity of analyzing roadway geometry at the intersection of US-50A/95A and Shadow Lane and SR 828 and Shadow Lane to determine if bus traffic, large trucks, emergency vehicles have adequate room for safe access and turning movement(s). If analysis of the roadway geometry is determined necessary, this work shall be performed utilizing Optional Task 13, Traffic and Roadway Evaluation.
- The City and Consultant will discuss necessity of acquiring additional Traffic Count and/or Ped Count data at the intersection US-50A/95A and Shadow Lane and SR 828 and Shadow Lane to verify the City's minimum required structural section will accommodate a 20-year pavement design life. If additional traffic count data is determined necessary, this work shall be performed utilizing Optional Task 13, Traffic and Roadway Evaluation.
- Consultant shall ensure improvements conform to Local, State and Federal design requirements, standards, and guidelines.
- Attempts should be made where possible during design, to define and accommodate traffic impacts, schedule constraints and limitations of operations.
- The City will provide Water Modeling Analysis and Sewer Modeling Analysis Technical Memo(s) to Consultant for incorporation into design, as appropriate.

A. Review of Existing Information.

Consultant will coordinate with the City to obtain data relevant to design within the Project area, including, but not limited to Hydrologic and Hydraulic Analysis, Geotechnical, and Traffic Impact Studies for existing and proposed developments; record information and/or mapping of existing and proposed developments; past project as-builts, and City GIS data. Consultant will review applicable studies and reports for relevance to the Project area including:

- 2020 Transportation Master Plan
- 2019 ADA Survey Final Report
- 2018 City Comprehensive Master Plan
- 2014 (draft) Storm Drain Master Plan (to be reviewed as part of Task 6.A)
- 2009 Sewer Master Plan Update (2020 plan update pending completion)
- 2008 Water Master Plan Update (2020 plan update pending completion)

B. Data Collection.

Consultant will perform a field review to document potential design constraints throughout the Project area (drainage, utility, landscape, etc.) Attempts will be made where possible to preserve existing improvements assessed during field survey to be in adequate condition and complying with design requirements. Consultant will evaluate existing curb and gutter, sidewalk, and driveway approaches based on criteria agreed upon with the City. Existing curb and gutter, sidewalk, and driveway approaches in acceptable condition and identified to remain will be shown to the City for concurrence. Curb and gutter, sidewalk, and driveway approaches deemed inadequate will be shown as to be replaced, to the nearest panel, in the preliminary plans. Consultant shall also evaluate existing pedestrian ramp configurations and locations and provide recommendations for replacement, as appropriate.

C. Preliminary Plans and Estimate.

Consultant will prepare preliminary plans and a preliminary cost estimate in accordance

with City of Fernley design standards, NDOT design standards where improvements are to be installed within the NDOT ROW, and USBR design standards where improvements are to be installed within the USBR ROW. The 30% preliminary plan set will include the design of water and sewer system improvements (Tasks 7 and 8), identify major drainage deficiencies, and include survey, mapping, and data collection efforts identifying new and replacement curb, gutter, sidewalk, driveway transitions, and pedestrian ramps, and R/W and parcel boundary data as available.

Consultant will prepare the construction cost estimate on the basis of a quantity estimate. The basis for unit costs will be the most recent construction cost data available to Consultant.

Deliverables:

1) 30% Plan Set - (2) 11"x17" half size, bound printed copies, PDF

5. UTILITY INVESTIGATION AND COORDINATION

A. Utility Investigation.

Consultant will investigate and locate all overhead and subsurface utilities within the roadway R/W and areas reasonably affected. Overhead and subsurface utilities within the roadway R/W will be depicted on the plan sheets developed under Preliminary and Final Design. Subsurface utilities should be located in accordance with the American Society of Civil Engineers Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02), Quality Level C. The City will draft the notification requesting mapping. Consultant will assist with the draft notification and exhibits and will coordinate with the utility agencies to:

- Obtain mapping of existing and proposed infrastructure including facility relocation and new installation
- Ensure utilities likely affected by the Project are drawn on the plan and profile sheets

B. Utility Coordination.

Based on field investigation, Consultant will provide the City a list of utility companies whose utilities are likely to be within the Project limits or reasonably affected by the Project. The City will issue notification to potentially affected utility companies. Consultant will assist with the draft notification and exhibits, as requested by the City, and will coordinate with the utility agencies to:

- Evaluate potential conflicts through field investigation
- Provide conflict mitigation options
- Consultant to assist with preparation and distribution of Utility Relocation letters to impacted utility companies, as requested by City

Consultant will assist in relocation of utilities by facilitating meetings and reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporation of the utility work into the City's plans. Monthly utility coordination meetings will be held with the City and affected utility companies. Consultant will coordinate the meetings with the City Project Manager, prepare meeting agendas, and provide meeting summaries following the meeting. It is assumed six (6) utility coordination meetings will be held.

Consultant will distribute electronic (PDF) design review submittals (60%, 90%, and 100%) to utility agencies for review and comment and provide the City a summary of responses received. Comments received from utility agencies will be incorporated into subsequent submittals. Consultant will provide an updated Final plan set to each utility should any additional revisions occur. Consultant and the City will discuss tentative utility relocation schedule.

Assumptions:

- City to provide electronic (PDF) as-built plans to each utility impacted upon completion of construction.

C. Utility Pothole Exploration (OPTIONAL).

Should existing records not be sufficient for Consultant to determine whether a conflict exists between proposed improvements and existing utilities, Consultant shall pothole a sufficient number of locations to make such a determination. Consultant shall be responsible for excavation, backfill and patching, traffic control and USA Dig coordination. Work performed must comply with current City of Fernley Design Standards and Standard Specifications for Public Works Construction. Results of pothole exploration, along with applicable Consultant recommendations shall be summarized in a brief Memo to the City Project Manager.

This Task is OPTIONAL. Work under this task shall proceed only with the City Project Manager's written authorization prior to start of Work.

6. HYDROLOGY AND HYDRAULICS

A. Drainage Design Criteria and Existing Conditions Analysis.

The Consultant will prepare a Drainage Design Criteria Memo to outline the hydrologic and hydraulic methods and standards for the Project. The Consultant will perform the analysis necessary to characterize the existing conditions of the drainage facilities and identify any deficits for collection and conveyance within the Project area of the peak runoff flows resulting from the design storm events.

- Drainage Design Criteria Memo. The Consultant will prepare a memo detailing the drainage design criteria for the Project. The criteria will be based on Chapter 10 of the 2008 City of Fernley Design Standards and the 2014 (draft) Storm Drain Master Plan adapted for the Project site. The criteria will include hydrologic and hydraulic methods and will outline the deficiencies that will be addressed in portions of the Project site that already include drainage facilities and what collection, conveyance and infiltration standards are required for the portions of the site that do not include drainage facilities. The Consultant will submit a draft memo to the City for comment. After discussion and resolution of City comments, the Consultant will submit the final memo.
- Investigation/Data Collection. The Consultant will collect available existing data concerning the drainage for the site including data from the City facility database and the 2014 (draft) City of Fernley Storm Drain Master Plan. This will include data describing the conveyance and infiltration facilities downstream of the Project Site that accept runoff from it. The Consultant will perform any necessary field work to collect information on the condition of the facilities to augment survey information.

- **Hydrologic Analysis.** The Consultant will perform hydrologic analysis to calculate peak runoff flow rates intersecting and generated on Shadow Lane within the Project site for the minor (5-year) and major (25-year) design rainfall events and the 100-year event to determine emergency flow paths. Hydrologic analysis will be completed according to Chapter 10 of the 2008 City of Fernley Design Standards. Runoff parameters will be based on current zoning. Offsite subbasin delineation and analysis will be based on the 2014 (draft) City of Fernley Storm Drain Master Plan.
- **Hydraulic Analysis.** The Consultant will analyze the conveyance capacity of existing drainage facilities, including catch basins, lateral and main storm drain pipes, valley gutters and swales/channels within the Project site and compare the calculated capacities to the corresponding peak flows of design storm events. Hydraulic analysis will be based on Project survey data and normal depth calculations. A broad-based analysis of the infiltration requirements associated with the Project site will be compared to the existing facilities taken from the 2014 (draft) City of Fernley Storm Drain Master Plan.

Deliverables:

- 1) Draft and Final Drainage Design Criteria Memo
- 2) Existing conditions analysis will be presented in the 60% Draft Drainage Report

B. 60% Hydrologic and Hydraulic Analysis and Draft Drainage Report.

The Consultant will prepare a Draft 60% Drainage Report detailing the existing conditions hydrologic and hydraulic analysis, identified deficiencies of the existing drainage systems, any changes to the hydrology analysis necessary for the proposed conditions analysis, hydraulic analysis for the proposed facilities, and mitigation of any drainage issues that may be created by construction of the new roadway improvements. The Drainage Report will be organized and prepared according to Chapter 10 of the 2008 City of Fernley Design Standards.

Deliverables:

- 1) Draft Drainage Report - PDF

C. 90% Hydrologic and Hydraulic Analysis and Draft Final Drainage Report.

The Consultant will address comments received from the City on the Draft Drainage Report (60%) and prepare a Draft Final Drainage Report. The Draft Final Drainage Report will include hydrologic and hydraulic analysis of the 90% drainage design, including proposed mitigation.

Deliverables:

- 1) Draft Final Drainage Report - PDF

D. Final Drainage Report.

The Consultant will address comments received from the City on The Draft Final Drainage Report and prepare a Final Drainage Report. The Final Drainage Report will incorporate any changes to the design between 90% and 100% that impact drainage and or conveyance conditions.

Deliverables

- 1) Final Drainage Report to be submitted with 100% PS&E, signed, and sealed by a

Nevada Registered Professional Civil Engineer in responsible charge of preparation -
(1) bound printed copy, PDF

E. Analysis and Improvement Design of Roadside Irrigation Facilities (Optional).

The Consultant will perform existing conditions analysis of the roadside irrigation facilities east of Rosecrest Drive to characterize their conveyance capacity and delivery/return functionality to water-right holders adjacent to the roadway. Consultant will complete the hydraulic analysis and design necessary to incorporate the irrigation system into the roadway improvements and convey, deliver, and return irrigation flow to mimic existing conditions. Hydraulic analysis and design of the USBR irrigation crossing east of Rosecrest Drive is not anticipated or included in this task. The Consultant will prepare a draft and final memo presenting the existing and proposed conditions analysis of the roadside irrigation facilities.

Consultant will prepare 30% design and estimate, 60% design and estimate, 90% design, specifications, and estimate, 100% design, specifications, and estimate, and IFB documents.

Deliverables:

- 1) Draft and Final Hydrologic and Hydraulic Analysis Memo
- 2) Refer to Tasks 4 and 9 for deliverables.

This Task is OPTIONAL. Work under this task shall proceed only with the City Project Manager's written authorization prior to start of Work.

7. WATER DESIGN

Consultant will design the waterline replacement within Shadow Lane from US-50A/95A to SR 828 and incorporate the design into the Project 30%, 60%, 90%, and 100% design level plans, specifications, and cost estimates (PS&E). Consultant assumes the pipe sizes will be provided by the City and no hydraulic modeling will be required.

The City and Consultant will discuss and evaluate the existing water infrastructure to determine what should be replaced and/or upsized. Water modeling results, provided by the City's consultant Shaw Engineering, will be incorporated into the water design.

Consultant will prepare technical specifications for the water improvements and incorporate them into the Project specifications. All specifications will be consistent with City standards or as approved by the City for submittal during project review and discussion.

Consultant will prepare the water construction cost estimate based on a quantity estimate and incorporate the costs into the Project cost estimate. The basis for unit costs will be the most recent construction cost data available to Consultant.

Deliverables:

- 1) Refer to Tasks 4 and 9 for deliverables

8. SEWER DESIGN

Consultant will design the sewer line replacement within Shadow Lane from US-50A/95A to SR 828 and incorporate the design into the Project 30%, 60%, 90%, and 100% design level plans, specifications, and cost estimates (PS&E). Consultant assumes the pipe sizes will be provided by the City and no hydraulic modeling will be required.

The City and Consultant will discuss and evaluate the existing sewer infrastructure to determine what should be replaced and/or upsized. Sewer modeling results, provided by the City's consultant Shaw Engineering, will be incorporated into the sewer design.

Consultant will prepare technical specifications for the sewer improvements and incorporate them into the Project specifications. All specifications will be consistent with City standards or as approved by the City for submittal during project review and discussion.

Consultant will prepare the sewer construction cost estimate based on a quantity estimate and incorporate the costs into the Project cost estimate. The basis for unit costs will be the most recent construction cost data available to Consultant.

Deliverables:

- 1) Refer to Tasks 4 and 9 for deliverables

9. FINAL DESIGN

A. 60% Plans and Estimate.

Consultant will incorporate comments as applicable from the 30% plan set review. Consultant will address City comments from the 30% design review per a comment resolution matrix. Consultant anticipates the following plan sheets:

- Title Sheet
- Notes Legend, and Abbreviations
- Right of Way Sheets (8 @ 1" = 20') (to be completed under Task 12.C)
- Demolition Sheets (4 @ 1" = 40")
- Plan and Profile Sheets (14 @ 1" = 20')
- SD Basin Plan (1 @ 1" = 20')
- Detail Sheets (7)

Onsite civil improvements depicted will include: preliminary roadway improvements, grading including back of curb/walk tie-in/transitions, ADA improvements, (E) curb, gutter and sidewalk replacement areas, new curb, gutter and sidewalk, striping, signage and preliminary drainage improvements, (E) utilities as required, potential utility relocations, new overhead and subsurface infrastructure within the Project area, (E) and proposed water, waste water and storm water infrastructure, and R/W information.

Preliminary drainage facilities will be designed to address any drainage deficiencies identified from the existing conditions drainage analysis (Task 6.A) and to mitigate any drainage issues that may be created by construction of the new roadway improvements including new storm drain, inlets, and required infiltration facilities.

Completed as part of Task 12.B, Consultant will prepare a summary of easements required for review by the City. Coordination with NDOT and USBR will be initiated under Task 10.A and 10.B and design of water and sewer system improvements will be completed under Task 7 and Task 8, respectively.

Deliverables:

- 1) 60% Plan Set - (1) 22"x34" full size, bound printed copy; (2) 11"x17" half size, bound printed copies; PDF
- 2) Engineer's Estimate of Probable Construction Cost -PDF
- 3) 30% Comment Resolution Matrix

B. 90% Plans, Specifications, and Estimate.

Consultant will incorporate comments as applicable from the 60% Submittal and address the City's comments from the 60% design review per a comment resolution matrix.

Onsite civil improvements depicted will include: preliminary roadway improvements, grading including back of curb/walk tie-in/transitions, ADA improvements, (E) curb, gutter and sidewalk replacement areas, new curb, gutter and sidewalk, striping, signage and preliminary drainage improvements, (E) utilities as required, potential utility relocations, new overhead and subsurface infrastructure within the Project area, (E) and proposed water, waste water and storm water infrastructure, and R/W information.

Completed as part of Task 12.B, Consultant will provide a final Easement Acquisition Summary Sheet (prior to 90% Submittal). Consultant will incorporate comments from the NDOT 60% pre-application meeting and assist the City with SF-299 and/or MP-620 submittal, as requested by the City PM, per Task 10.A and 10.B, respectively. Design of water and sewer system improvements will be incorporated into the 90% design under Tasks 7 and Task 8, respectively.

Consultant will prepare technical specifications for the project in MS Word format. All specifications will be consistent with City standards or as approved by the City for submittal during project review and discussion. The technical specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book.

Deliverables:

- 1) 90% Plan Set- (1) 22"x34" full size, bound printed copy, (2) 11"x17" half size, bound printed copies, PDF
- 2) Engineer's Estimate of Probable Construction Cost- PDF
- 3) Draft Tech Specs/Special Provisions- PDF
- 4) 60% Comment Resolution Matrix

C. 100% Plans, Specifications, and Estimate.

Consultant will incorporate comments as applicable from 90% submittal and address the City's comments from the 90% design review per a comment resolution matrix.

Onsite civil improvements depicted will include: final roadway improvements, grading,

ADA improvements, curb, gutter and sidewalk improvements, striping, signage, drainage improvements, (E) utilities, utility relocations, new overhead and subsurface utilities within the Project area, (E) and proposed water, waste water and storm water infrastructure, and easement areas with recorded document number.

Easement acquisitions should be complete, and the Lyon County Recorder's Office Recorded Document No. reflected on the 100% Plan Set for each acquisition location.

Consultant will incorporate comments from the NDOT and USBR during desk audit and consent document process, respectively. Consultant shall resubmit for final permit and/or consent document, per Task 10.A and 10.B, respectively. Design of water and sewer system improvements will be incorporated into the 100% design under Task 7 and Task 8, respectively. Consultant to coordinate with City's consultant utilized for Water and Sewer Modeling to provide required documentation (stamped 100% Plan Set and Tech Specs/Special Provisions, etc.) for City to complete NDEP submittal process, per Task 10.C.

100% plans, specifications, and estimate shall be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation.

Deliverables:

- 1) 100% plans - (1) 22"x34" full size, bound printed copy, PDF
- 2) Engineer's Estimate of Probable Construction Cost - (1) printed copy, PDF, Microsoft Excel/spreadsheet format
- 3) Tech Specs/Special Provisions - (1) printed copy, PDF, Microsoft Word format
- 4) 90% Comment Resolution Matrix

D. Issued for Bid (IFB).

Consultant will incorporate any revisions that may occur after 100% comments, and prepare final issued for bid (PS&E), prior to bid advertisement.

Revised plans, technical specifications, and/or special provisions impacting utilities, NDOT R/W, USBR R/W and/or NDEP approval shall be re-submitted to entity prior to bid advertisement. Prior to advertisement for bid, all easement acquisitions must be complete and recorded and all permits, consent documents and agreements must be fully executed by applicable parties.

Deliverables:

- 1) IFB plans - (1) 22"x34" full size, bound printed copy, PDF
- 2) Engineer's Estimate of Probable Construction Cost - (1) printed copy, PDF, Microsoft Excel/spreadsheet format
- 3) IFB Tech Specs/Special Provisions - (1) printed copy, PDF, Microsoft Word format
- 4) 100% Comment Resolution Matrix

10. AGENCY COORDINATION AND PERMITTING.

It is anticipated that permit(s), letter(s) of consent and/or approvals will be required from the State and Federal Agencies listed below. Consultant will assist with Regulatory Compliance and Permitting requirements associated with the Project, including the following services:

A. Nevada Department of Transportation (NDOT).

Consultant will coordinate design and permitting activities to complete proposed improvements as applicable at or near NDOT R/W at Shadow Lane and US-50A/95A and Shadow Lane and SR 828.

- Consultant will incorporate (E) R/W mapping, (E) and proposed easements and infrastructure within the Project area, and NDOT design requirements as appropriate into the Project plans.
- Consultant will schedule a pre-application meeting with NDOT upon completion of the 60% plan set. Consultant will prepare and distribute meeting agenda and associated meeting material. Consultant will prepare meeting notes, distribute draft notes to meeting attendees for comment, incorporate comments as applicable, and distribute final meeting minutes to meeting attendees.
- Consultant will prepare and submit plans depicting improvements in NDOT R/W to obtain NDOT Encroachment Permit(s) as required and complete the desk audit process. Consultant will prepare all associated documentation required to be submitted at the time of application (color-coded R/W plan set, complete/signed/sealed drainage form, tech specs/special provisions, as required). Consultant will respond to comments and revise and resubmit plans as needed to obtain Encroachment permit.
- Consultant will assist the City and Firm selected for CM Services with preparation and submittal of Temporary Encroachment Permit applications, as required by City
- Consultant will assist the City in preparing NDOT design deviation request letter(s), as requested by City

B. United States Bureau of Reclamation (USBR).

Consultant will coordinate design and permitting activities to complete proposed improvements as applicable to USBR facilities within the Project area.

- Consultant will coordinate with USBR to incorporate existing R/W mapping, existing and proposed easements, and infrastructure within the Project area, and USBR design requirements as appropriate into the Project plans.
- Consultant will facilitate two (2) virtual meetings with USBR. One meeting will be upon completion of the 60% plan set. Consultant will prepare and distribute meeting Agenda and associated meeting material. Consultant will prepare meeting notes, distribute draft notes to meeting attendees for comment, incorporate comments as applicable, and distribute final meeting minutes to meeting attendees.
- Consultant will assist the City in completion and submittal of SF-299 and/or MP-620, as required by City. Consultant assumes up to 8 hours of Project Engineer and 8 hours of Staff Engineer support for this task.

C. Nevada Division of Environmental Protection (NDEP)

Consultant will prepare and submit two (2) sets of stamped Final Plans and Specifications to the City so that City's Consultant in responsible charge of Water and Sewer Modeling (Shaw Engineering) may submit documentation to Nevada Division of Environmental Protection, Bureau of Safe Drinking Water (NDEP-BSDW) and Nevada Division of Environmental Protection, Bureau of Water Pollution Control (NDEP-BWPC).

Consultant will assist with implementation of revisions requested by NDEP-BSDW and/or NDEP-BWPC as appropriate and will provide additional coordination with City and Shaw Engineering as necessary, until final approval letter(s) for the Project have been obtained.

Deliverables:

- 1) Two (2) full size (22"x34") stamped plans and specifications

D. Truckee Carson Irrigation District (TCID). (Optional)

Consultant will coordinate design and permitting activities to complete proposed improvements as applicable to TCID facilities within the Project area.

- Consultant will coordinate with TCID to incorporate existing infrastructure within the Project area and to ensure USBR design requirements will meet TCID operation and maintenance requirements.
- Consultant will facilitate two (2) virtual meetings with TCID. One meeting will be upon completion of the 60% plan set. Consultant will prepare and distribute meeting Agenda and associated meeting material. Consultant will prepare meeting notes, distribute draft notes to meeting attendees for comment, incorporate comments as applicable, and distribute final meeting minutes to meeting attendees

This Task is OPTIONAL. Work under this task shall proceed only with the City Project Manager's written authorization prior to start of Work

11. PUBLIC OUTREACH AND CITY COUNCIL MEETINGS (OPTIONAL)

A. Public Information Meetings.

Consultant will facilitate up to two (2) meetings with the public, as needed by the City. Consultant will assist the City with public notice of the meeting, facilitate the meetings, and provide meeting material, including exhibits. Information presented at Public Information Meetings may include: Project limits, scope, tentative schedule, traffic controls, maintaining driveway access, public notification requirements and other important Project items. Adjacent property owners will be given the opportunity to express concerns, comments, or inquiries prior to final PS&E.

If Public Information Meetings are not (or cannot be) scheduled, City may utilize this task to request that Consultant assist with any or all the following public outreach activities:

- Prepare material to be included on the City of Fernley Website Project Page
- Prepare material for inclusion as part of flyer(s)/letter(s) to residents, (to be prepared and distributed by the City)
- Prepare exhibits and associated material to assist with individual discussion between property owner(s) and/or local businesses and the City

B. City Council Meetings.

Consultant will attend up to two (2) City Council meetings to support City Staff with items related to the Project.. Consultant assumes up to 8 hours of Project Engineer and 8 hours of Staff Engineer support for preparation of meeting materials such as

presentations or exhibits.

C. One-on-one Meetings.

Consultant will be available for one-on-one briefings/meetings with and presentations to property owners as requested by the City's Project Manager. It is anticipated that the Consultant will attend up to four (4) one-on-one presentations and/or meetings during this project.

This Task is OPTIONAL. Work under this task shall proceed only with the City Project Manager's written authorization prior to start of Work.

12. RIGHT OF WAY ENGINEERING AND EASEMENT ACQUISITION (OPTIONAL)

A. Preliminary Title Reports.

It is estimated that easements on fifteen (15) properties will be required for construction of Project improvements. Consultant will obtain fifteen (15) preliminary title reports including exceptions and updates. Consultant will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title reports are correct and functioning. Consultant will coordinate necessary revisions to the preliminary title reports with the title company. Consultant will deliver the electronic preliminary title reports to the City. Consultant assumes one update to each of the 15 title reports will be required for the duration of the project. Consultant will coordinate the updates with the title company and deliver the updated title reports to the City.

B. Right-of-Way Coordination and Summary.

Consultant will coordinate R/W activities with the City, property owners, agencies, and utilities. Consultant will prepare a R/W summary that identifies all easements necessary to construct the project including acquisitions, partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct (at 60% submittal). The summary will include APN, property owner, address, easement type, easement size, and easement purpose. The preliminary acquisitions will be reviewed with the City Project Manager, and further developed/incorporated into 90% plan set. The summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements. Consultant will provide a final Easement Acquisition Summary Sheet (prior to 90% Submittal).

C. Right-of-Way Maps.

Consultant will prepare R/W maps including existing and proposed easements, existing R/W, APN, owner information, proposed improvements, and size and type of proposed easement. The R/W maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

D. Legal Descriptions and Exhibits.

Consultant will review the title reports for an estimated 15 subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. Consultant will utilize the boundary basemap assembled under Task 3.A and the proposed permanent and/or temporary construction easement configurations to prepare up to 15 legal descriptions and exhibit figures. The descriptions and exhibits will be supplied to the City for

incorporation into easement agreements. Parcels with multiple proposed easements will be treated as a single description and exhibit with the legal description for each component being included in a single legal description document and associated exhibit figure.

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

This Task is OPTIONAL. Work under this task shall proceed only with the City Project Manager's written authorization prior to start of Work. If it is determined that additional easements are necessary, Consultant will provide a written request to the City Project Manager to re-allocate funds from an alternate task or submit an amended scope of services for consideration by the City Council.

Deliverables:

- 1) Fifteen (15) preliminary title reports and updated vesting deeds – PDF
- 2) Draft and Final R/W summary - PDF
- 3) Right-of-way maps – see deliverables for Task 9
- 4) Fifteen (15) legal descriptions and exhibits – (1) original, stamped hard copy, PDF

13. TRAFFIC AND ROADWAY EVALUATION (OPTIONAL)

A. Geometric and Safety Evaluation of Shadow Lane/US 95A and Shadow Lane/SR 828

Consultant will evaluate intersection geometry and vehicle maneuvering at the Shadow Lane/US 95A and Shadow Lane/SR828 intersection to determine if modifications are warranted to improve intersection functionality. Consultant will provide an exhibit recommending a configuration to improve the intersection lane alignment if issues are identified. This task will also include a crash history review and summary, evaluation of street lighting, crosswalk lighting, sight lines, and other conditions affecting safety and traffic operations. The findings and recommendations will be provided in a memorandum with supporting figures.

Note that peak hour intersection counts, level of service calculations, and incorporation of significant design recommendations into the Project plans are not included in this task. Coordination with NDOT will be provided under Task 13.C.

B. Traffic Data Collection for Pavement Design

Consultant will collect 72-hour traffic count data using pneumatic tube counters at two (2) locations on Shadow Lane. The existing volumes will be used to project 20-year traffic volumes for pavement design purposes. Appropriate adjustments will be made for COVID-19 related travel decreases in the existing data. The data and future projections will include percentage of vehicles by each FHWA classification (cars, trucks, buses, etc.). Consultant will provide a summary memorandum report with data tables. This information will be incorporated, as applicable, into the pavement design and pavement design report completed in Task 2.

C. Additional Support.

This task will be utilized to provide additional traffic support for the project and may include:

- Meetings/coordination with NDOT
- Evaluation of other intersections
- Additional traffic counts
- Minor design support
- Level of service analysis
- Addressing public comments
- Ped count data
- Other work items as desired by the City

This Task is OPTIONAL. Work under this task shall proceed only with the City Project Manager's written authorization prior to start of Work.

14. BIDDING**A. Requests for Information.**

Consultant will be available during the bidding process to answer technical questions. All questions and responses will be documented and provided to the City for compilation into an addendum. All questions regarding legal aspects of the contract documents will be referred directly to the City.

B. Pre-bid Meeting.

Consultant will review the draft agenda prepared by others and attend the pre-bid meeting.

Assumptions: Bid opening, bid tabulation, and bid summary are not included.

15. CONTINGENCY (OPTIONAL)

As requested by the City of Fernley, Consultant 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. If Consultant determines it is necessary to perform work to be paid from this task, Consultant 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 Project Manager's prior written approval.

CONTRACT

A Contract For Professional Engineering Services

ATTACHMENT B

CONSIDERATION - FEE SCHEDULE

**Cost Proposal
Shadow Lane Reconstruction Project**

Item	Description	Principal Engineer		Associate Engineer/Project Manager		Senior Engineer		Project Engineer		Senior Designer		Staff Engineer/Sr. Construction Manager		Sr. Technician/Inspector		Clerical		Expenses		Subsconsultants		Totals		Totals - Optional Tasks								
		Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Hourly Rate	# of Hours	Cost	Cost	Labor	Markup	Cost	# of Hours	Cost	# of Hours	Cost						
1	Project Management	A. Team and Project Management	265	1	265.00	215	80	17,200.00	185	3	555.00	160	2	320.00	150	3	4,800.00	140	2	280.00	125	2	312.50	100	10	110.00	0	0	128	23,640.00		
		B. QA/QC	265	48	12,720.00	215	6	1,290.00	185	8	1,480.00	160	6	960.00	150	6	900.00	140	22	3,080.00	125	2	250.00	0	0	0	0	48	12,720.00			
		C. Review Meetings	265	1	265.00	215	6	1,290.00	185	8	1,480.00	160	6	960.00	150	6	900.00	140	16	2,240.00	125	2	250.00	0	0	0	0	14	2,570.00			
		Sub-Totals		48	12,720.00		86	18,490.00		0	0		38	6,080.00		0	0	0	0	0	18	1,530.00		0	0	0	0	190	38,930.00			
2	Geotechnical Investigation and Pavement Report	A. Field Investigation and Testing	265	1	265.00	215	80	17,200.00	185	3	555.00	160	2	320.00	150	3	4,800.00	140	2	280.00	125	2	312.50	250	25	275.00	21330	2133	23,463.00	20	26,658.00	
		B. Analysis and Design	265	1	265.00	215	6	1,290.00	185	8	1,480.00	160	6	960.00	150	6	900.00	140	22	3,080.00	125	2	250.00	0	0	5650	565	6,215.00	37	11,880.00		
		C. Report	265	1	265.00	215	6	1,290.00	185	8	1,480.00	160	6	960.00	150	6	900.00	140	16	2,240.00	125	2	250.00	100	10	110.00	3080	308	3,388.00	39	9,203.00	
		Sub-Totals		3	795.00		0	0		17	3,145.00		14	2,240.00		0	0	0	0	0	6	510.00		0	0	0	0	0	33,066.00	96	47,741.00	
3	Topographic Survey and Base Map	A. Boundary Survey	265	1	265.00	215	80	17,200.00	185	3	555.00	160	2	320.00	150	3	4,800.00	140	2	280.00	125	2	312.50	20500	2050	22,550.00	0	0	0	0	22,550.00	
		B. Topographic Survey	265	1	265.00	215	6	1,290.00	185	8	1,480.00	160	6	960.00	150	6	900.00	140	4	600.00	125	2	250.00	29500	2950	32,450.00	4	33,050.00				
4	Preliminary Design	A. Review of Existing Information	265	1	265.00	215	2	430.00	185	4	740.00	160	4	640.00	150	4	5,600.00	140	10	1,400.00	125	4	525.00	0	0	0	0	0	12	2,030.00		
		B. Data Collection	265	1	265.00	215	2	430.00	185	4	740.00	160	4	640.00	150	4	5,600.00	140	12	1,680.00	125	24	3,000.00	0	0	0	0	40	5,880.00			
		C. Preliminary Plans and Estimate	265	6	1,590.00	215	4	860.00	185	8	1,480.00	160	28	4,480.00	150	40	6,000.00	140	100	14,000.00	125	88	11,000.00	200	20	220.00	0	0	178	27,150.00		
		Sub-Totals		6	1,590.00		6	1,290.00		0	0		42	6,720.00		52	7,800.00		100	14,000.00		24	3,000.00		0	0	0	0	230	35,060.00		
5	Utility Investigation and Coordination	A. Utility Investigation	265	12	3,180.00	215	6	1,290.00	185	8	1,480.00	160	8	1,280.00	150	2	300.00	140	32	4,480.00	125	8	1,000.00	25	2.5	28.00	0	0	42	6,088.00		
		B. Utility Coordination	265	12	3,180.00	215	6	1,290.00	185	8	1,480.00	160	8	1,280.00	150	2	300.00	140	32	4,480.00	125	8	1,000.00	50	5	55.00	0	0	114	19,135.00		
		C. Utility Potholing (Optional)	265	12	3,180.00	215	6	1,290.00	185	8	1,480.00	160	8	1,280.00	150	2	300.00	140	32	4,480.00	125	8	1,000.00	200	20	220.00	10000	1000	11,000.00	156	25,223.00	
		Sub-Totals		12	3,180.00		0	0		0	0		70	12,160.00		48	7,200.00		32	4,480.00		16	2,000.00		0	0	0	0	0	0	28	15,100.00
6	Hydrology and Hydraulics	A. Existing Conditions Analysis	265	1	265.00	215	20	4,300.00	185	4	740.00	160	10	1,600.00	150	5	750.00	140	8	1,120.00	125	8	1,000.00	100	10	110.00	0	0	135	22,450.00		
		B. 60% H&H and Draft Drainage Report	265	1	265.00	215	8	1,720.00	185	4	740.00	160	60	9,600.00	150	5	750.00	140	8	1,120.00	125	8	1,000.00	100	10	110.00	0	0	82	13,125.00		
		C. 90% H&H and Draft Final Drainage Report	265	1	265.00	215	6	1,290.00	185	8	1,480.00	160	45	7,200.00	150	5	750.00	140	8	1,120.00	125	8	1,000.00	200	20	220.00	0	0	65	10,405.00		
		D. Final Drainage Report	265	1	265.00	215	5	1,075.00	185	4	740.00	160	18	2,880.00	150	5	750.00	140	8	1,120.00	125	8	1,000.00	200	20	220.00	0	0	32	5,265.00		
		E. H&H Analysis and Design of Roadside Irrigation Facilities (Optional)	265	10	2,650.00	215	20	4,300.00	185	4	740.00	160	80	12,800.00	150	80	12,000.00	140	80	11,200.00	125	8	1,000.00	200	20	220.00	0	0	314	51,245.00		
		Sub-Totals		12	3,180.00		59	12,695.00		0	0		303	48,460.00		100	15,000.00		88	12,520.00		0	0		0	0	0	0	0	0	278	43,850.00
7	Waterline Design	A. Preliminary Design	265	2	530.00	215	4	860.00	185	4	740.00	160	2	320.00	150	28	4,200.00	140	8	1,120.00	125	8	1,000.00	0	0	0	0	0	30	4,730.00		
		B. 60% Design	265	4	1,060.00	215	8	1,720.00	185	4	740.00	160	60	9,600.00	150	5	750.00	140	8	1,120.00	125	8	1,000.00	150	15	165.00	0	0	44	7,080.00		
		C. 90% Design	265	4	1,060.00	215	6	1,290.00	185	8	1,480.00	160	22	3,520.00	150	38	5,700.00	140	8	1,120.00	125	8	1,000.00	0	0	0	0	0	64	10,280.00		
		D. 100% Design	265	1	265.00	215	5	1,075.00	185	4	740.00	160	18	2,880.00	150	5	750.00	140	8	1,120.00	125	8	1,000.00	0	0	0	0	0	29	4,565.00		
Sub-Totals		11	2,915.00		0	0		0	0		34	5,440.00		122	18,300.00		0	0		0	0		0	0	0	0	0	167	26,655.00			
8	Sewer Design	A. Preliminary Design	265	2	530.00	215	4	860.00	185	4	740.00	160	2	320.00	150	22	3,300.00	140	8	1,120.00	125	8	1,000.00	0	0	0	0	0	24	3,830.00		
		B. 60% Design	265	2	530.00	215	8	1,720.00	185	4	740.00	160	2	320.00	150	38	5,700.00	140	8	1,120.00	125	8	1,000.00	0	0	0	0	0	36	5,850.00		
		C. 90% Design	265	2	530.00	215	6	1,290.00	185	8	1,480.00	160	18	2,880.00	150	32	4,800.00	140	8	1,120.00	125	8	1,000.00	0	0	0	0	0	52	8,210.00		
		D. 100% Design	265	1	265.00	215	5	1,075.00	185	4	740.00	160	60	9,600.00	150	12	1,800.00	140	8	1,120.00	125	8	1,000.00	0	0	0	0	0	19	3,025.00		
Sub-Totals		7	1,855.00		0	0		0	0		26	4,160.00		98	14,700.00		0	0		0	0		0	0	0	0	0	131	20,715.00			
9	Final Design	A. 60% Plans and Estimate	265	8	2,120.00	215	4	860.00	185	4	740.00	160	40	6,400.00	150	80	12,000.00	140	80	11,200.00	125	8	1,000.00	300	30	330.00	0	0	216	33,250.00		
		B. 90% Plans, Specifications, & Estimate	265	10	2,650.00	215	6	1,290.00	185	8	1,480.00	160	70	11,200.00	150	106	15,900.00	140	90	12,600.00	125	8	1,000.00	450	45	495.00	0	0	290	44,815.00		
		C. 100% Plans, Specifications, & Estimate	265	6	1,590.00	215	2	430.00	185	4	740.00	160	24	3,840.00	150	50	7,500.00	140	8	1,120.00	125	8	1,000.00	450	45	495.00	0	0	90	14,535.00		
		D. Issued for Bid	265	2	530.00	215	5	1,075.00	185	4	740.00	160	8	1,280.00	150	16	2,400.00	140	12	1,680.00	125	8	1,000.00	450	45	495.00	0	0	42	6,725.00		
Sub-Totals		26	6,890.00		12	2,580.00		0	0		142	22,720.00		252	37,800.00		182	25,480.00		0	0		24	2,040.00		0	0	638	99,325.00			
10	Agency Coordination & Permitting	A. NDOT	265	2	530.00	215	2	430.00	185	4	740.00	160	30	4,800.00	150	8	1,200.00	140	16	2,240.00	125	8	1,000.00	500	50	550.00	0	0	58	9,750.00		
		B. USBR and Draft Drainage Report	265	4	1,060.00	215	8	1,720.00	185	4	740.00	160	36	5,760.00	150	5	750.00	140	8	1,120.00	125	8	1,000.00	150	15	165.00	0					

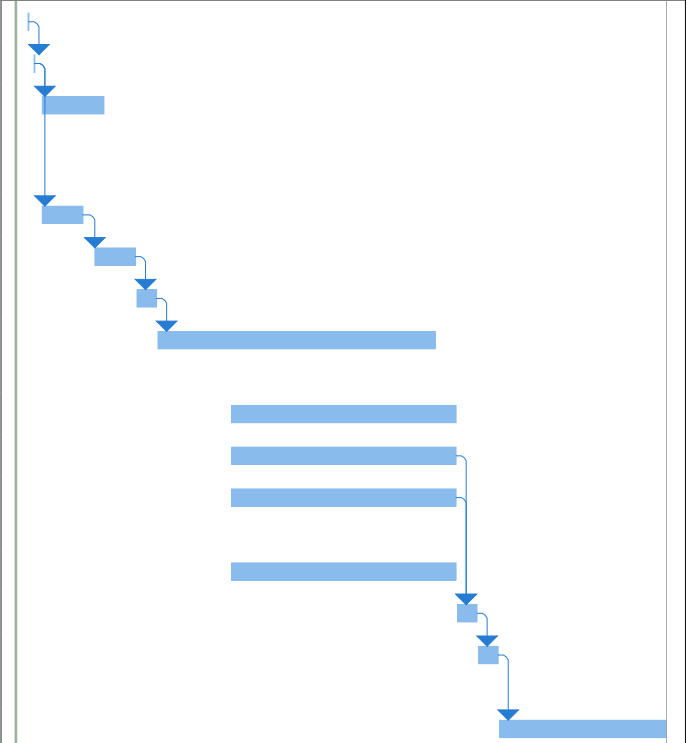
CONTRACT

A Contract For Professional Engineering Services

ATTACHMENT C SCHEDULE OF SERVICES

Shadow Lane Preliminary Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2, 2020		Half 1, 2021			Half 2, 2021			Half 1, 2022			Half 2, 2022			Half
							S	N	J	M	M	J	S	N	J	M	M	J	S	N	J
1		City Council Approval	1 day	Wed 10/7/20	Wed 10/7/20																
2		NTP	1 day	Thu 10/15/20	Thu 10/15/20	1FS+5 days															
3		Geotechnical Investigation and Pavement Report	60 days	Mon 10/26/20	Fri 1/15/21	2FS+6 days															
4		Topographic Survey	40 days	Mon 10/26/20	Fri 12/18/20	2FS+6 days															
5		Preliminary Design	40 days	Mon 1/4/21	Fri 2/26/21	4FS+10 days															
6		City Review	20 days	Mon 3/1/21	Fri 3/26/21	5															
7		Final Design, including Reviews	265 days	Mon 3/29/21	Fri 4/1/22	6															
8		Utility Coordination	215 days	Mon 7/5/21	Fri 4/29/22																
9		Right of Way	215 days	Mon 7/5/21	Fri 4/29/22																
10		Agency Coordination and Permitting	215 days	Mon 7/5/21	Fri 4/29/22																
11		Public Outreach	215 days	Mon 7/5/21	Fri 4/29/22																
12		Bidding	20 days	Mon 5/2/22	Fri 5/27/22	9,10															
13		Construction Contracting and NTP	20 days	Mon 5/30/22	Fri 6/24/22	12															
14		Construction	160 days	Mon 6/27/22	Fri 2/3/23	13															



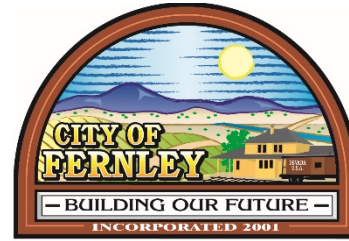
CONTRACT

A Contract For Professional Engineering Services

ATTACHMENT D
PROJECT TEAM

Shadow Lane Project Team

* Key Personnel
 ** Task Leads



QC / Technical Advisor
 John Welsh, PE*

Project Manager
 Angie Hueftle, PE*

The Team			
Engineering and Design Kirk Howell* Sean Teeter Dustin Thelen, PE Scott Kobs, PE Kristen Hubbard	Condition Data Collection Dick Minto* Mike Esposito Rich LaValley Kevin Foxcroft	Geotechnical and Pavement Design Jeff Stempihar, PhD, PE** Nick Weitzel, PE Sarah Stolte, EI Construction Materials Engineers (CME)	Topographic Survey and Base Map Erik Lee, PE Grant Alexander, PLS (Battle Bom Ventures, LLC)
Constructability Review Dick Minto	Drainage Analysis and Design Mary Horvath, PE, CFM** Christine Davis, PE, PH, CFM		Traffic Evaluation (Optional) Loren Chilson, PE (Headway Transportation, LLC)