

# CONTRACT

## A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 18<sup>th</sup> day of August, 2021, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and LUMOS AND ASSOCIATES, Inc., whose address is 9222 Prototype DR, Reno, Nevada 89521 ("Contractor").

WHEREAS, Nevada Revised Statutes ("NRS") Chapter 266 authorizes the City to engage the services of independent contractors; and

WHEREAS, the services of Contractor are deemed to be both necessary and in the best interests of the City; and

WHEREAS, the City desires to retain the services of Contractor on the terms and conditions set forth in this Contract;

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

1. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
2. **Attachment B:** Fee Schedule
3. **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.
4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in Attachment D. Any

# CONTRACT

## A Contract For Design Professional Services

changes to the project team must be approved in writing by the City's Project Manager.

- b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.
- c. **Notice to Proceed.** 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.
- d. **Optional Services.** 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.

### 3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior

# CONTRACT

## A Contract For Design Professional Services

to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year

- e. **Not to Exceed.** 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:

Subtotal Professional Services: (Tasks 1A-1C, 2A-2C)                      \$160,635

Subtotal OPTIONAL Professional Services: (Task 3)                      \$15,000

Total NTE Amount (Including OPTIONAL Services)                      \$175,635

- f. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

If to the City:                      Derek Starkey, P.E., City Engineer  
Engineering Department  
City of Fernley  
595 Silverlace BLVD  
Fernley, NV 89408

If to Contractor:                      Steven G. Moon, P.E.  
Construction Division  
Lumos and Associates, Inc.  
9222 Prototype DR  
Reno, NV 89521

#### 4. 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

# CONTRACT

## A Contract For Design Professional Services

audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

- 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 performance of this Contract 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, 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 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.

### **5. TERMINATION OR SUSPENSION:**

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the

# CONTRACT

## A Contract For Design Professional Services

availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

- d. **Default or Breach.** A default or breach (an “Event of Default”) may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
  - 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: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing

# CONTRACT

## A Contract For Design Professional Services

that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

- f. **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 requested by the City.
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
  - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
  - 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 disputes(s).
6. **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.
7. **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 Contract.
8. **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.

# CONTRACT

## A Contract For Design Professional Services

9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
10. **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.
- a. 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.
  - b. 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.
  - c. 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.

# CONTRACT

## A Contract For Design Professional Services

**11. 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 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.

**12. INSURANCE:** Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. 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 and immediately replace such insurance or bond with an insurer meeting the requirements.

\_\_\_\_

CTR

- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer: \*\*\*\*CONTRACTOR NAME has entered



# CONTRACT

## A Contract For Design Professional Services

into a contract with Owner to perform work from THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ to THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ 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

- i. 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

CTR

- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.
  - i. Retroactive date: Prior to commencement of the performance of this Contract
  - ii. Discovery period: Three (3) years after the termination date of this Contract.
- c. **General Requirements.**
  - i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
  - ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

# CONTRACT

## A Contract For Design Professional Services

- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
  - iv. 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.
  - v. 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.
  - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) 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.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. 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.
  - ii. 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.
  - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
  - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by

# CONTRACT

## A Contract For Design Professional Services

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

- e. **Failure to Maintain Required Coverages.** If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

**13. 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.

**14. 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.

**15. SEVERABILITY:** If any portion, provision, or part of this Contract 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 Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

**16. 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

# CONTRACT

## A Contract For Design Professional Services

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.

**17. 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 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.

**18. 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.

**19. 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.

# CONTRACT

## A Contract For Design Professional Services

- 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.)

**20. 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 any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

**21. 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.

**22. PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into 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.

**23. GOVERNING LAW; VENUE:** This Contract 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 Contract, each party (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 Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party 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, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

# CONTRACT

## A Contract For Design Professional Services

- 24. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes 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 Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.
- 25. COUNTERPARTS:** This Contract 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.
- 26. 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 Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such 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 Contract. 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.
- 27. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, 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 Contract.
- 28. INTERPRETATION OF AGREEMENT:** This Contract 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 Contract.

# CONTRACT

## A Contract For Design Professional Services

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

**30. NON-DISCRIMINATION:** In connection with the performance of work under this Contract, 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, 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. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

# CONTRACT

## A Contract For Design Professional Services

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

### CITY OF FERNLEY

\_\_\_\_\_  
Mayor, City of Fernley                      Date

\_\_\_\_\_  
City Clerk, City of Fernley                      Date

*Approved as to form:*

\_\_\_\_\_  
City Attorney, City of Fernley                      Date

*Originating Department:*

\_\_\_\_\_  
Department Head                      Date



# CONTRACT

## A Contract For Design Professional Services

CONTRACTOR, being first duly sworn, deposes and says: That CONTRACTOR. is the Contractor; that NAME OF PERSON REPRESENTING CONTRACTOR has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address: 3

City: C State: Zip Code:

Telephone: Fax #:

E-mail Address:

\_\_\_\_\_

(Signature of Contractor)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature

My Commission Expires: \_\_\_\_\_

# **CONTRACT**

A Contract For Design Professional Services

## **ATTACHMENT A SCOPE OF WORK**



Carson City • Fallon • Lake Tahoe • Reno

[www.LumosInc.com](http://www.LumosInc.com)

**Reno**  
9222 Prototype Drive  
Reno, Nevada 89521  
775.827.6111

August 11, 2021

Jessica Dover, P.E., Senior Project Manager  
City of Fernley-Engineering Department  
595 Silver Lace Boulevard  
Fernley, Nevada 89408

## **Attachment A – Scope of Work FY 21/22 PMP Maintenance Project**

Dear Jessica:

Lumos & Associates, Inc. is pleased to provide you with this scope of work for design and construction services for the FY 21/22 PMP Maintenance Project.

### **Project Understanding**

The proposed project will include pavement maintenance and repair of various streets maintained by the City of Fernley and replacement of pavement markings and striping. Anticipated streets/subdivisions/pathways to be evaluated for inclusion in this project include: Cottonwood Lane, Hardie Lane, Skyridge Estates 1, Sierra Vista Unit 5, Silverland Estates, Donner Trails Estates, and Farm District Multi-Use Path.

The anticipated schedule is to bid the project in the mid to late January timeframe to allow construction to commence in Spring 2022.

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

### **Project Scope**

#### **Task 1 – FY 21/22 PMP Design and Bidding Services**

Provide design and bidding services as follows:

##### ***Task 1A – ENGR Design Services***

###### *Investigate Existing Conditions:*

Verification of the existing conditions of the roadways proposed for surface treatment (list provided by the City of Fernley). Verification shall include:

- Assessment of each roadway section and verification that the roadway meets the criteria for a surface treatment
- Identify locations needing asphalt patching
- Identify locations needing crack sealing
- Recommendation of slurry required (ie, Type 2, Type 3, Micro, Double Micro, Cape Seals, fog seals, etc.)
- Verification of existing striping conditions

*Design Services – Survey/Data Collection/Layout/Bid Documents*

- Mapping of the proposed slurry streets which will include GPS of the roadway areas, islands, striping, utility valves and manholes.
- AUTOCAD drawings of the proposed slurry streets showing areas to be slurried including slurry limits, and locations of existing utility valves and manholes. Electronic copies to be provided.
  - Deliverables
    - Preliminary (30%): PDF map of preliminary candidates and engineer's estimate
    - 90%: PDF of project plans, contract documents, and engineer's estimate
    - Issued for Bid (IFB): PDF of project plans, contract documents, and engineer's estimate. PDF of Sheet Index/Vicinity Maps extracted from the IFB Plans. IFB Contract Documents in Microsoft Word Format. (1) bound hard copy of 11"x17" project plans and contract documents
- Slurry quantities for each street identified for preventative maintenance treatment.
- Verification of existing striping, including striping quantities for each street identified for preventative maintenance treatment and/or included for restriping as directed by the City.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents utilizing current EJCDC templates as provided by the City.
- Evaluate modifications to standard technical specifications and bid item clarifications.
- As Built and AutoCAD files shall be submitted to the City at project close-out.
- Provide public outreach services such as website updates and resident coordination as requested by the City.

***Task 1B - Bidding Services***

- Prepare Bid advertisement.
- Answer questions during the bidding process; prepare, track, and send addendum(s) as needed.
- Prepare Pre-bid meeting agenda. Attend and conduct pre-bid meeting if needed.
- Issue and track distribution of project plans and specifications.
- Attend Bid Opening and conduct if needed.
- Review submitted bids for accuracy. Prepare Recommendation of Award to the City of Fernley.
- Scan all bids received and opened during the bid-opening process and provide an electronic copy (pdf) of all scanned bids to the City.
- Return all original bids received and opened during the bid-opening process to the City.

### ***Task 1C – Pavement Management and Inventory Updates***

- Update NDOT Centerline Mileage Shapefile as directed by the City.
  - Deliverable: ESRI Shapefile
- Update the City's StreetSaver database with applicable M&R treatments, pedestrian access ramp conditions, and updates relevant to construction of new roadways and/or Rehab/Reconstructs by City and/or Developers, (and associated ramps), that fall outside of preventative maintenance sections.
- Produce and provide M&R treatment maps as directed by the City of Fernley
  - Deliverables: PCI, Crack Seal History, M&R History - PDF and hard copy 24"x36" display maps
- Prepare StreetSaver target driven scenarios as required by the City to analyze and update current 5-Year Capital Improvement Plan (CIP).

### **Task 2 – FY 21/22 PMP Construction Services**

Provide construction services as follows:

#### ***Task 2A - Construction Administration***

- Attend, prepare agenda(s) and conduct the preconstruction conference and progress meetings throughout the project duration
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Preparation of traffic control plans by an ATSSA certified Traffic Control Supervisor (TCS) for submittal of NDOT Temporary Encroachment Permit Applications (if required)
- Review and stamp contractor's submittals for conformance to the contract documents
- Review and provide recommendations on test results. Recommendations will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Review and provide recommendations on contractor's construction schedule and work progress
- Provide weekly schedule maps in PDF format to the City.
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide review of contractor's weekly certified payroll reports and apprenticeship utilization
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Respond to contractor requests for information (RFI). Responses will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions. Recommendations will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Assist in change order review and approval. Change Orders will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Provide final test results, project photos and videos, and field reports in electronic format (.pdf)

- Provide an evaluation of surface treatments placed during the FY 20/21 PMP Maintenance projects prior to the expiration of the warranty period and provide recommendations and associated inspections for any corrective actions required.

### ***Task 2B - Construction Inspection***

#### *Inspection – Pavement Patching*

The following staffing shall be provided during asphalt pavement patching:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, ten (10) hour workdays for 9 shifts of pavement patching. We anticipate a total of 90 inspection hours.

#### *Inspection –Crack Seal Placement*

The following staffing shall be provided during crack seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one part time inspector, three (3) hour workdays for 18 shifts. We anticipate a total of 54 inspection hours.

#### *Inspection –Slurry Seal Placement*

Slurry seal inspection will include removal of existing striping prior to placement of slurry seal, verification of traffic control and verification of slurry seal placement. Staffing shall include:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for 15 shifts. We anticipate a total of 150 inspection hours.

#### *Inspection –Striping*

Striping inspection will include striping placement after slurry seal has been placed. Staffing shall include:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one (1) part time inspector, for five (5) hours per day for 6 shifts for striping placement. We anticipate a total of 30 inspection hours.

The inspectors assigned to this project will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fernley, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the city of Fernley, and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor
- Capture photos and videos during construction activities to be provided to the City
- Assist in preparation of the Punch List

### ***Task 2C - Materials Testing***

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, latest addendum of the 1996 Edition (Orange Book) testing requirements.

The following test and frequencies are anticipated:

- Provide Aggregate testing. Aggregate testing will be conducted at the beginning of the project for each aggregate source. Testing may include: Sieve Analysis, Durability, Cleanness Value, and Sand Equivalent. We anticipate six (6) samples for testing.
- Provide Emulsion testing. Emulsion testing will be completed in-house for Residue by Evaporation, Ring and Ball Softening Point, and/or Saybolt Furol Viscosity as per the specified test method. Testing frequency shall be six (6) samples for the entire project.
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Four (4) hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Twelve (12) – asphalt cores are anticipated. Test reports will also include percent compaction.

### **Task 3: Project Contingency (OPTIONAL - T&M, Not to Exceed: \$15,000)**

As requested by the City of Fernley Lumos will provide additional services not detailed in the above listed tasks. This task may or may not be used at the sole discretion of the City of Fernley.

**Fee Summary**

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

Task	Description	Fee
Task 1	FY 21/22 PMP Design and Bidding Services	
	1A-1 - Investigate Existing Conditions	\$18,050
	1A-2 - Design, Survey, Data Collection, Layout, Bid Docs	\$41,990
	1B - Bidding Services	\$6,140
	1C - Pavement Management and Inventory Updates	\$4,980
Task 2	FY 21/22 PMP Construction Services	
	2A - Administration	\$24,730
	2B-1 - Inspection (Pavement Patching)	\$12,730
	2B-2 - Inspection (Crack Seal Placement)	\$7,675
	2B-3 - Inspection (Slurry Seal Placement)	\$26,150
	2B-4 - Inspection (Striping Placement)	\$4,490
	2C - Materials Testing	\$13,700
Task 3	Project Contingency (OPTIONAL)	\$15,000
	Total:	\$175,635

Tasks 1 through 3 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this scope of work as necessary. If this scope of work is acceptable, please provide the City’s contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this scope of work. Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed.

Thank you again for allowing Lumos & Associates to provide you with this scope of work. Please do not hesitate to contact myself or Steve Moon at (775) 827-6111 if you have questions.

Sincerely,

Brian Harer  
 Project Manager  
 Construction Division

Steven G. Moon, P.E.  
 Director  
 Construction Division



# **CONTRACT**

A Contract For Design Professional Services

## **ATTACHMENT B**

**CONSIDERATION - FEE SCHEDULE**

**Task 1 FY 21/22 PMP: Design & Bidding Services**

**1A: ENGR Design Services**

**1A-1: Investigate Existing Conditions**

Personnel	Rate	Hours	Amount
Project Manager	\$ 185.00	30.00	\$ 5,550.00
Senior Inspector	\$ 125.00	100.00	\$ 12,500.00
			<b>\$ 18,050.00</b>

**1A-2: Design Services - Survey/Data Collection/Layout/Bid Documents**

Personnel	Rate	Hours	Amount
Director	\$ 240.00	2.00	\$ 480.00
Project Manager	\$ 185.00	36.00	\$ 6,660.00
Senior Inspector	\$ 125.00	150.00	\$ 18,750.00
Engineering Technician II	\$ 115.00	140.00	\$ 16,100.00
			<b>\$ 41,990.00</b>

**1B: Bidding Services**

Personnel	Rate	Hours	Amount
Director	\$ 240.00	2.00	\$ 480.00
Project Manager	\$ 185.00	16.00	\$ 2,960.00
Administrator	\$ 75.00	16.00	\$ 1,200.00
Advertisement Reimbursable Expenses	\$ -	-	\$ 1,500.00
			<b>\$ 6,140.00</b>

**1C: Pavement Management and Inventory Updates**

Personnel	Rate	Hours	Amount
Project Manager	\$ 185.00	12.00	\$ 2,220.00
Engineering Technician II	\$ 115.00	24.00	\$ 2,760.00
			<b>\$ 4,980.00</b>

**Task 1 - Design & Bidding Services Total: \$ 71,160.00**

**Task 2 FY 21/22 PMP: Construction Services**

**2A: Administration**

Personnel	Rate	Hours	Amount
Director	\$ 240.00	8.00	\$ 1,920.00
Project Manager	\$ 185.00	88.00	\$ 16,280.00
Construction Services Engineer	\$ 160.00	8.00	\$ 1,280.00
Senior Inspector	\$ 125.00	24.00	\$ 3,000.00
Administrator	\$ 75.00	30.00	\$ 2,250.00
			<b>\$ 24,730.00</b>

**2B-1: Inspection - Pavement Patching <sup>(1)</sup>**

Personnel	Rate	Hours	Amount
Project Manager	\$ 185.00	8.00	\$ 1,480.00
Senior Inspector	\$ 125.00	90.00	\$ 11,250.00
			<b>\$ 12,730.00</b>

**2B-2: Inspection - Crack Seal Placement <sup>(2)</sup>**

Personnel	Rate	Hours	Amount
Project Manager	\$ 185.00	5.00	\$ 925.00
Senior Inspector	\$ 125.00	54.00	\$ 6,750.00
			<b>\$ 7,675.00</b>

**2B-3: Inspection - Slurry Seal Placement <sup>(3)</sup>**

Personnel	Rate	Hours	Amount
Project Manager	\$ 185.00	40.00	\$ 7,400.00
Senior Inspector	\$ 125.00	150.00	\$ 18,750.00
			<b>\$ 26,150.00</b>

**2B-4: Inspection - Striping Placement <sup>(4)</sup>**

Personnel	Rate	Hours	Amount
Project Manager	\$ 185.00	4.00	\$ 740.00
Senior Inspector	\$ 125.00	30.00	\$ 3,750.00
			<b>\$ 4,490.00</b>

**2C: Materials Testing <sup>(5)</sup>**

Personnel	Rate	Hours	Amount
Project Manager	\$ 185.00	6.00	\$ 1,110.00
Construction Services Engineer	\$ 160.00	4.00	\$ 640.00
Field Technician II	\$ 100.00	24.00	\$ 2,400.00
<b>Laboratory Testing</b>			
	Rate	# of Samples	Amount
Asphalt Concrete Marshall Series	\$ 675.00	4.00	\$ 2,700.00
Ignition Oven Correction	\$ 300.00	1.00	\$ 300.00
Unit Weight on Asphalt Core	\$ 75.00	12.00	\$ 900.00
Chip Seal Aggregate Series	\$ 450.00	2.00	\$ 900.00
Chip Seal Emulsion Series	\$ 275.00	2.00	\$ 550.00
Slurry Aggregate Series	\$ 650.00	4.00	\$ 2,600.00
Slurry Emulsion Series	\$ 400.00	4.00	\$ 1,600.00
			<b>\$ 13,700.00</b>

**Task 2 - Construction Services Total: \$ 89,475.00**

<sup>(1)</sup> Patching Inspection: One (1) Inspector for 9 Shifts / 10 Hours per Shift  
<sup>(2)</sup> Crack Seal Inspection: One (1) Inspector for 18 Shifts / 3 Hours per Shift  
<sup>(3)</sup> Slurry Inspection: One (1) Inspector for 15 Shifts / 10 Hours per Shift  
<sup>(4)</sup> Striping Inspection: One (1) Inspector for 6 Shifts / 5 Hours per Shift  
<sup>(5)</sup> See Attachment B-2 for Materials Testing Details

<b>Grand Total</b>	
FY 21/22 PMP Design/Administration:	\$ 71,160.00
FY 21/22 PMP Construction Management:	\$ 89,475.00
On-Call Services (OPTIONAL):	\$ 15,000.00
<b>Project Total:</b>	<b>\$ 175,635.00</b>

**FY 21/22 PMP Materials Testing Summary:**

**Slurry Aggregates**

Test	Unit Cost	# of Tests	Total
Sieve Analysis	\$ 200.00	4.00	\$ 800.00
Sand Equivalent	\$ 200.00	4.00	\$ 800.00
Durability Index	\$ 250.00	4.00	\$ 1,000.00
			<b>\$ 2,600.00</b>

**Chip Seal Aggregates**

Test	Unit Cost	# of Tests	Total
Sieve Analysis	\$ 200.00	2.00	\$ 400.00
Cleanliness Value	\$ 250.00	2.00	\$ 500.00
			<b>\$ 900.00</b>

**Emulsified Asphalt**

Test	Unit Cost	# of Tests	Total
Saybolt Furl Viscosity @ 122°F	\$ 275.00	2.00	\$ 550.00
% Residue / Ring & Ball Softening Point	\$ 400.00	4.00	\$ 1,600.00
			<b>\$ 2,150.00</b>

**Asphalt Concrete**

Test	Unit Cost	# of Tests	Total
Asphalt Concrete Series (Marshall)	\$ 675.00	4.00	\$ 2,700.00
Ignition Oven Correction	\$ 300.00	1.00	\$ 300.00
Asphalt Concrete Core Specific Gravity/Unit Weight	\$ 75.00	12.00	\$ 900.00
			<b>\$ 3,900.00</b>

**FY 21/22 PMP Laboratory Testing Total: \$ 9,550.00**

# **CONTRACT**

A Contract For Design Professional Services

## **ATTACHMENT C SCHEDULE OF SERVICES**

ATTACHMENT C  
SCHEDULE OF SERVICES

<u>Task</u>	<u>Date</u>
Project Kick-Off	Monday, September 20, 2021
Complete Field Evaluations and GPS Survey	Friday, October 15, 2021
Submit 90% Plans and Project Specifications to City	Friday, October 29, 2021
City Review Comments / Review Meeting (2 Weeks)	Friday, November 12, 2021
Submit Final Plans and Specifications to City	Friday, November 26, 2021
City Review Comments	Friday, December 17, 2021
Advertise for Bids	Wednesday, January 5, 2022
Pre-Bid Conference	Friday, January 14, 2022
Open Bids	Wednesday, January 26, 2022
City Council Award	Wednesday, March 2, 2022
Pre-Construction Conference	Friday, April 8, 2022
Notice to Proceed	Monday, April 18, 2022
Construction Substantially Complete (60 Calendar Days)	Friday, June 17, 2022

# CONTRACT

A Contract For Design Professional Services

ATTACHMENT D  
PROJECT TEAM

