

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2023, by and between the City of Reno, hereinafter referred to as the “CITY”, and Lumos & Associates, Inc., hereinafter referred to as “CONSULTANT”:

WITNESSETH:

WHEREAS, CITY desires to obtain engineering design services for the 2024 Yori North and Yori South Street Rehabilitation Project, hereinafter referred to as “Project;”

WHEREAS, public convenience and necessity require the services of a consulting CONSULTANT to provide the services required;

WHEREAS, the CITY has found CONSULTANT qualified and experienced in the performance of said services;

WHEREAS, the CITY is desirous of engaging the services of CONSULTANT to perform said services; and

NOW, THEREFORE, said CITY and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - SERVICES

A. CITY agrees to retain and does hereby retain CONSULTANT to perform the professional services hereinafter more particularly described, with such services to commence on the date of the execution of this Agreement and to continue until the completion of the work provided for herein.

B. CONSULTANT hereby agrees to perform the professional services as set forth herein and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of said services.

C. CONSULTANT has the status of an independent contractor as defined in NRS 333.700 and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of CITY. CONSULTANT shall undertake performance of services as independent contractor and shall be wholly responsible for the methods of performance and for their performance.

ARTICLE II - SCOPE OF SERVICES

A. The Scope of Services is set forth in Exhibit A as attached hereto and incorporated herein by this reference.

ARTICLE III - COMPENSATION

A. Payment for the services hereinabove set forth shall be made by the CITY to the CONSULTANT and shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

B. Compensation to the CONSULTANT shall be Time and Materials as set Exhibit A per the Fee Schedule as set forth in Exhibit B, which are attached hereto and incorporated herein by this reference.

C. Payments shall be made by the CITY based on itemized invoices from the CONSULTANT which lists costs and expenses. Such payments shall be for the invoice amount.

C. CITY shall pay CONSULTANT within 30 days of receipt by CITY of CONSULTANT's invoice. If CITY disputes only portions of an invoice, CITY agrees to pay for undisputed items on that invoice within the time provided herein. Payment by CITY of invoices or request for payment shall not constitute acceptance by CITY of work performed under the Agreement by the CONSULTANT.

E. The not-to-exceed budget for the services authorized by this Agreement is the sum of \$514,300.00 and shall not be exceeded without written authorization of the CITY. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. CONSULTANT is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

ARTICLE IV - SCHEDULE OF WORK

A. CONSULTANT will commence the services as described immediately following the Notice to Proceed provided to the CONSULTANT by the CITY and will proceed with such services in a diligent manner per the schedule in Exhibit A. CONSULTANT will not be responsible for delays caused by factors beyond CONSULTANT's control and will not be responsible for delays caused by factors which could not reasonably have been foreseen at the time the Agreement was approved.

ARTICLE V - ASSIGNMENT OF AGREEMENT

A. The CONSULTANT SHALL not assign this Contract or any portion of the work without prior written approval of the CITY which may be withheld for any reason whatsoever.

ARTICLE VI- OWNER'S RESPONSIBILITY

A. CITY shall provide any information in its possession that is requested by CONSULTANT and is necessary to complete the Project. CITY shall assist CONSULTANT in obtaining access to public and private lands to allow the CONSULTANT to perform the work under this Agreement. CITY shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.

ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

A. CONSULTANT shall consider all information provided by CITY to be proprietary unless such information is available from public sources. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY or in response to legal process or as required by the regulations of public entities.

ARTICLE VIII - NOTICE

A. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To CONSULTANT:
Alex Greenblat, P.E., Senior Project Manager
Lumos & Associates, Inc.
9222 Prototype Drive
Reno, NV 89521

To CITY:
Kerrie Koski, P.E.
Director of Public Works
City of Reno
If by personal service
1 East First Street
Reno, NV 89501
If by mail
P.O. Box 1900
Reno, NV 89505

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

ARTICLE IX - UNCONTROLLED FORCES

A. Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement, if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by

Lumos & Associates - 2024 Yori North and Yori South Street Rehabilitation Project

the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or personal for any of the supplies, material, accesses, or services required to be provided by either CITY or CONSULTANT under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. CONSULTANT shall be paid for services performed prior to the delay.

B. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces, which are removable. The provisions of this Article shall not be interpreted or construed to require CONSULTANT or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall upon being prevented or delayed from performance by an uncontrollable force immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

ARTICLE X- GOVERNING LAW

A. This Agreement shall be governed by and construed pursuant to the laws of the State of Nevada. In the event suit is commenced hereunder and in accordance with the Dispute Resolution Procedures of Article XXII, the suit shall be brought in the appropriate court in Washoe County, State of Nevada. In the event of an arbitration or mediation pursuant to Article XXII, such arbitration or mediation shall be held in Reno, Nevada.

ARTICLE XI - SUCCESSORS AND ASSIGNS

A. CITY and CONSULTANT each binds itself and their successors, and assigns to the other party to this Agreement and to the successors, and assigns of such other party, in respect to all covenants, agreements and obligations or this Agreement.

ARTICLE XII - INDEMNIFICATION

A. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless CITY and its officers, employees and agents (collectively “Indemnatee”) from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or employees or agents of the CONSULTANT in the performance of this Agreement.

B. CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnatee or other consultants of indemnatee.

C. CONSULTANT'S indemnification obligations for claims involving Professional Liability (claims involving acts, error, or omissions in the rendering of professional services and Economic Loss Only (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT'S negligence or other breach of duty.

D. If CITY's personnel (consultants or other professionals) are involved in defending such legal action, CONSULTANT shall also reimburse CITY for the time spent by such personnel at the rate charged for such services by private professionals. These provisions shall survive termination of this agreement and shall be binding upon CONSULTANT, her legal representatives, heirs, successors and permitted assigns.

E. If CONSULTANT does not so defend the CITY and the CONSULTANT is adjudicated to be liable, reasonable attorney's fees and costs shall be paid to CITY in an amount proportionate to the liability of CONSULTANT.

ARTICLE XIII - INTELLECTUAL PROPERTY INDEMNITY

A. To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY'S related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CITY in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss. This Indemnity Covenant shall survive the termination of this Agreement.

ARTICLE XIV – PAYMENT OF TAXES

A. Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT'S performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

ARTICLE XIV - INSURANCE

A. GENERAL REQUIREMENTS.

1. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

B. INDUSTRIAL INSURANCE (WORKERS' COMPENSATION & EMPLOYER'S LIABILITY).

1. It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Subconsultant by the CITY and in view of NRS 616B.627 and 617.210 requiring that CONSULTANT complies with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the CITY a certificate of insurance from the Worker's Compensation Insurer certifying that the CONSULTANT and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CITY and approve written approval of such self-insurance prior to the signing of a Contract. The CITY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

2. It is further understood and agreed by and between the CITY and CONSULTANT that CONSULTANT shall procure, pay for, and maintain the above mentioned industrial insurance coverage at the CONSULTANT's sole cost and expense.

C. MINIMUM SCOPE OF LIABILITY INSURANCE. Coverage shall be at least as broad as:

1. **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO 01 04 13 and ISO CG 20 37 04 13, or equivalent forms.. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

2. **Automobile Coverage** at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if nonowned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

3. **Professional Errors and Omissions Liability** applying to all activities performed under this Agreement in a form acceptable to CITY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the

date of substantial completion of the project unless waived by the CITY. In the event the CONSULTANT goes out of business during the term of this Agreement or the six (6) year period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

D. MINIMUM LIMITS OF INSURANCE. CONSULTANT shall maintain limits no less than:

1. General Liability: \$2 million minimum combined single limit per occurrence for bodily injury, personal injury and property damage and \$4 million annual aggregate.

2. CONSULTANT's Errors and Omissions Liability: \$2 million per claim and \$4 million as an annual aggregate during the term of this Agreement and for six years after the completion of the project, with each subsequent renewal having a retroactive date which predates the date of this Agreement. The CONSULTANT may purchase project insurance or obtain a rider on her normal policy in an amount sufficient to bring CONSULTANT's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CITY.

E. DEDUCTIBLES OR SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. The CITY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles or self-insured retention. Any changes to the deductible or self-insured retention made during the term of this Agreement or during the term of any policy, must be approved by the Risk Manager.

F. OTHER INSURANCE PROVISIONS

1. The CITY, its officers, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT including the insured's general supervision of the CONSULTANT; products and completed operations of the CONSULTANT; or premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials or employees.

2. The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials or employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, or employees.

4. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Endorsements for General Liability, Auto, and Excess/Umbrella Liability listing all additional insureds are required. The endorsement for Excess/Umbrella Liability can be accomplished by the CONSULTANT'S production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."

6. The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium mail has been given to the CITY.

G. ACCEPTABILITY OF INSURERS

1. Insurance is to be placed with an A.M. Best and Company rating level of A - Class VII or better, or otherwise approved by the CITY in its sole discretion. CITY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

H. VERIFICATION OF COVERAGE

1. CONSULTANT shall furnish the CITY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificate and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

I. SUBCONSULTANTS

1. CONSULTANTS shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subjected to all of the requirements stated herein.

J. MISCELLANEOUS CONDITIONS

1. If the CONSULTANT or any Subconsultant fails to maintain any of the insurance coverages required, the CITY may terminate this Agreement for cause.

2. Nothing herein contained shall be construed as limiting in any way to the extent to which the CONSULTANT may be held responsible for payment for damages to persons or property resulting from her operations or the operations of any subconsultant under her.

3. If CONSULTANT's failure to maintain the required insurance coverage results in a breach of this Agreement, CITY may purchase the required coverage, and without further notice to CONSULTANT, deduct from sums due to CONSULTANT any premium cost advanced by CITY for such insurance.

ARTICLE XVI - LITIGATION

A. This Agreement does not require the CONSULTANT to prepare for or appear in litigation on behalf of The CITY, or as agent of the CITY, other than specified herein, except in consideration of additional reasonable compensation.

ARTICLE XVII - TERMINATION OF WORK

A. Either party to this Agreement may terminate the Agreement for cause upon giving the other party thirty (30) days prior written notice. Cause may include, failure to perform through no fault of the party initiating the termination. In addition, CITY may terminate the Agreement for any one of the following causes: performance by CONSULTANT which CITY deems unsatisfactory in CITY's sole judgment; and CITY's lack of funds to complete the work. Cause for CONSULTANT may include, failure of CITY to make timely payment to CONSULTANT without good cause, following a demand for payment.

B. In addition, CITY may terminate any or all of the work covered by this Agreement by notifying CONSULTANT in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then CONSULTANT shall be entitled to receive compensation for all work satisfactorily completed and performed through the conclusion of that task order. No other changes or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by CITY pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order, then CONSULTANT and CITY shall need to determine what, if any additional services should be performed by CONSULTANT in order to close out the work in progress and provide any such unfinished materials to CITY. CONSULTANT and CITY shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by CITY for such work. In the event that the parties cannot otherwise agree on the amount to be paid pursuant to this provision, then the matter may be referred to the Dispute Resolution Procedure in ARTICLE XXII.

C. In the event the Agreement is terminated by CITY for cause, including performance deemed unsatisfactory by CITY, or CONSULTANT failure to perform, or other cause created by CONSULTANT, CITY may withhold and offset against any payments otherwise due and/or seek recovery from CONSULTANT for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; value

of CITY's time spent in correcting the work or problem; any increase in cost resulting from the problem or work; and any other costs which result from such termination. Subject to the terms herein, CONSULTANT will be paid for services performed prior to termination.

D. CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

ARTICLE XVIII - PROFESSIONAL SERVICES

A. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT and their subconsultants under this Agreement. Without limiting the effect of any other provision of this Agreement and in addition to any other provision contained herein, CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in their services.

B. CONSULTANT and their subconsultants retained pursuant to this Agreement are considered by CITY to be skilled in their profession to a degree necessary to perform the services and duties contained in this Agreement, and CITY hereby relies upon those skills and the knowledge of CONSULTANT and their subconsultants. CONSULTANT and their subconsultants shall perform such professional services and duties as contained in this Agreement in conformance to and consistent with the standards generally recognized as being employed by professionals of their caliber in the State of Nevada and under similar conditions. CONSULTANT makes no warranty, either expressed or implied, as to their findings, recommendations, specifications or professional advice other than as provided herein.

C. Neither CITY'S review, approval, or acceptance of nor payment for any of the professional services or work required under this Agreement shall be construed to operate as a waiver of any of CITY'S rights under of this Agreement. The rights and remedies of CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

D. Project information including but not limited to reports, written correspondence, and verbal reports will be prepared for the use of the CITY. The observations, findings, conclusions and recommendation made represent the opinions of the CONSULTANT. Reports, records, and information prepared by others will be used in the preparation of the report. The CONSULTANT has relied on the same to be accurate and does not make any assurances, representations, or warranties pertaining to the records or work of others, except for its subconsultants, nor does the CONSULTANT make any certifications or assurances except as explicitly provided in writing. No responsibility is assumed by the CONSULTANT for use of reports for purposes of facility design by others.

ARTICLE XIX – PROPERTY: COPYRIGHTS

A. The CONSULTANT shall furnish to the CITY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Director, design computations, design sketches and review drawings) prepared pursuant to this Contract (hereinafter collectively referred to as “Documents”). The originals of such Documents shall be and remain the property of the CITY.

B. All of such Documents shall be deemed to be “works made for hire” prepared for the CITY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the CITY when any such is subject to copyright. The CONSULTANT agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The CONSULTANT further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Reno City Council. The CONSULTANT shall place a conspicuous notation upon each Document which indicates that the copyright thereto is owned by the CITY.

C. Should it be finally determined, by a court or to her tribunal of competent jurisdiction, that any of such Documents is not a “works make for hire,” it is agreed that the provisions of this section shall be termed an assignment, sale, and transfer of the copyright in or to such Documents to the CITY for the longest term allowed by law. Notwithstanding the foregoing, the CONSULTANT may retain copies of such Documents and such copies shall remain the property of the CONSULTANT. The CONSULTANT shall have the right to use such copies as it may desire, but the CONSULTANT may not sell, license, or otherwise market such Documents.

D. Documents, including drawings and specification prepared by CONSULTANT pursuant to this Contract, are not intended or represented to be suitable for reuse by CITY or others on extensions of the services provided for the Project or any other project. Any use of completed Documents for other projects and/or any use of uncompleted Documents without specific written authorization from CONSULTANT will be at the CITY’s sole risk without liability or legal exposure to CONSULTANT.

ARTICLE XX - RIGHTS OF CONSULTANTS AND EMPLOYEES

A. No personnel employed by CONSULTANT shall acquire any rights or status in the CITY services and CONSULTANT shall be responsible in full for payment of its employees, including insurance, deductions, and all the like.

ARTICLE XXI - SERVICES BY CITY

A. It is understood and agreed that the CITY shall, to the extent reasonable and practicable, assist and cooperate with the CONSULTANT in the performance of CONSULTANT’s services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, environmental approval, right of access to work sites; providing material available from the

CITY's files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal requirements in connection therewith; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

ARTICLE XXII - DISPUTE RESOLUTION PROCEDURE

A. If disputes arise under this Agreement, the parties agree to attempt to resolve such disputes through direct negotiations or if such negotiations are not successful, by non-binding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.

B. Each party shall bear its own attorney's fees and court costs regardless of the outcome of any proceeding brought to enforce or interpret this Agreement. In no event shall any prevailing party in be entitled to an award of attorney's fees.

ARTICLE XXIII - NO UNFAIR EMPLOYMENT PRACTICES

A. In connection with the performance of work under this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, veteran status, or any other protected class status applicable under federal, state or local law, rule or regulation. Such Agreement shall include, but not be limited to, the following: 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 apprenticeship.

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

C. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

D. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

E. Any violation of these provisions by CONSULTANT shall constitute a material breach of contract.

ARTICLE XXIV - AMERICANS WITH DISABILITIES ACT

A. CONSULTANT and its subconsultants shall comply with the 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.

ARTICLE XXV - GENERAL PROVISIONS

A. Integration. This Agreement, including the Exhibits and the Recitals, all of which are true and correct and are incorporated by reference as a part of this Agreement, constitutes the complete and integrated Agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

B. Severability. The legality of any provision or portion of this Agreement shall not affect the validity of the remainder.

C. Amendment. This Agreement shall not be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties.

D. No Third Party Benefit. This Agreement is a contract between CITY and CONSULTANT and nothing herein is intended to create any third party benefit.

E. Governing Law and Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of Nevada. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

ARTICLE XXVI - DUE AUTHORIZATION

A. Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. A facsimile or electronic signature on this Agreement shall be treated for all purposes as an original signature.

B. Duplicate originals. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

-Signature Page Follows-

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by the City of Reno and CONSULTANT have caused this Agreement to be executed, all as of the day and year first above written.

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM

By: _____
Susan Ball Rothe
Deputy City Attorney

Lumos & Associates, Inc.

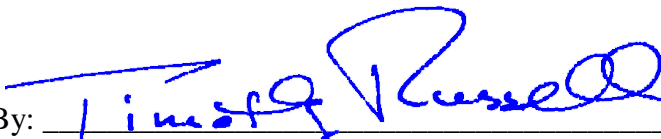
By:  _____
Timothy Russell, P.E., WRS
Engineering Director
Engineering Division

EXHIBIT A
CITY OF RENO
2024 STREET REHABILITATION PROJECT
SCOPE OF SERVICES

The City of Reno (City) has identified streets in need of rehabilitation. The 2024 Street Rehabilitation Project is comprised of the following individual areas:

- Yori Avenue North (Area 1)
- Yori Avenue South (Area 2)
- East University Area (Area 3)

The Scope of Services for this project will assist the City in the rehabilitation of approximately 319,500 square feet (SF) of neighborhood streets, ±180 feet of new sanitary sewer pipe in Katherine Drive and re-routing of three (3) private sewer laterals, and provide Survey and Geotechnical services for Yori Avenue North and South plus provide geotechnical services for the East University Area for the 2024 construction season. The scope of work for this project includes: topographic surveying, soils investigation, field investigation of existing utilities, preparation of construction documents, and bid services.

1. Project Management - includes ongoing meetings and coordination with the City
2. Topographical Survey- includes a topographical survey with minimal right of way research. (Areas 1 & 2)
3. Geotechnical Investigation -includes a soils investigation for this rehabilitation unit (Areas 1, 2 & 3)
4. Preliminary Design- includes the collection, review, and incorporation of background data provided by the local utility providers and the City base maps with the topographical survey. Limits of reconstruction will be determined and documented in preliminary plans. (Areas 1 & 2)
5. Construction Documents- includes construction plans and technical specifications that will be prepared for review and acceptance by the City. (Areas 1 & 2)
6. Bidding Services - includes technical assistance that will be provided to the City during the bidding process. (Areas 1 & 2)
7. Project Design Contingency- a contingency amount will be provided for unforeseen conditions and will only be used at the direction of the City. (Areas 1 & 2)

Each of these tasks are defined in greater detail below. It is understood that the final design requirements will be adjusted as needed to meet the demands of the project and the needs of the City. Furthermore, it is understood that the limits of each street segment will vary based upon the results of the investigation and design process. The three areas listed above are assumed to be separate projects and will have unique deliverables. Separate plan sets, specifications, and reports will be provided for Areas 1 & 2. The City will be completing the design for Area 3.

PROJECT UNDERSTANDING

Lumos & Associates (Lumos) will provide professional engineering services for the City of Reno 2024 Street Rehabilitation Project. The project limits include the following street segments described by the street rights-of-way they occupy. Each segment will have its own separate plans, reports, and documentation:

- Yori Avenue North Area (Area 1)- This segment includes approximately 104,700 SF of roadway rehabilitation:
 - Yori Avenue from Mill Street to Bresson Avenue, excluding the intersections of Taylor Street, Roberts Street, and Stewart Street
 - This area also includes approximately 180 feet of new sewer main with the following design assumptions:
 - New sewer main installation on Katherine Drive to convey flow from the north to the stub at Stewart Street.
 - Abandonment of existing sewer main and re-routing three laterals to new sewer facilities or adjacent manholes.
- Yori Avenue South Area (Area 2) - This segment includes approximately 214,800 SF of roadway rehabilitation:
 - Yori Avenue from Plumb Lane to Gentry Way, excluding the intersections of Linden Street, Grove Street, Apple Street, and Margrave Drive
 - Galloway Lane from Yori Avenue to Wrondel Way
 - Hubbard Way from Wrondel Way to South Virginia Street
 - Stoddard Drive from Yori Avenue to end of cul-de-sac west of Flagg Drive
 - Flagg Drive from mid-block between Grove Street and Stoddard Drive up to end of cul-de-sac north of Stoddard Drive
- East University Area (Area 3 - Geotechnical Study Only):
 - Bisby Street in its entirety
 - East Poplar Street from Valley Road to its terminus
 - Soaring Eagle Drive from Valley Road to its terminus
 - East 8th Street from Valley Road to Evans Avenue
 - East 7th Street from Valley Road to Virginia Street, excluding intersections of Evans Avenue and Center Street
 - Lake Street from 6th Street to terminus north of 7th Street
 - Record Street from East 8th Street to 6th Street

It is understood that the segments and lengths will vary depending on the results of the field investigation of the project, final project funding, budget and schedule.

TASK 1 - PROJECT MANAGEMENT (For All Areas)

Management of the overall project will include scheduling of Lumos staff resources, coordinating sub-consultants, City design review meetings, coordinating pothole field investigation contractor (contracted by City), quality assurance reviews, invoicing and meetings with utility agencies and other regulators. The project manager will schedule and facilitate a project kickoff meeting. Meetings to review the preliminary findings, as well as 50%, 90% and 100% design review meetings. Detailed monthly invoices and budget summaries will be prepared to document all work performed and monthly status reports will be provided to the City. This task also includes bi-weekly update meetings with City staff, if desired.

TASK 2A & 2B – TOPOGRAPHIC SURVEY AND MAPPING (Areas 1 & 2)

Topographic Survey – Lumos will provide field survey operations to establish primary horizontal control points at the project site using North American Datum of 1983 (NAD 83) and convert from grid to ground using the Nevada State Plane coordinate conversion factor of 1.000197939. Vertical control shall be established using the Reno Vertical Control System (RVCS) based on North American Vertical Datum of 1988 (NAVD 88).

Vertical control points shall be verified by closed differential level loops that do not exceed $e=0.04 \times \text{SQRT}(E)$, where “e” is maximum misclosure in feet and “E” is the distance in miles. Level looped data accuracy shall not exceed +/-0.03 horizontally and +/-0.02 vertically.

Existing Improvement Topography - Lumos will provide field topographic survey for all rehabilitation areas to the property line (beyond back of walk limits) along the proposed street and sewer (Area 1 only) alignments and 50' beyond the rehabilitation disturbance limits where accessible. All surface features including street improvements, surface apparent utilities, sewer and storm drain manholes, trees, and other significant improvements will be located. Cross sectional topographical intervals shall be provided at 50' minimum spacing and at curb returns, point of tangents, point of curves, and critical locations within the project reconstruction limits. Topographic data shall include but not be limited to, curb and gutter, sidewalk, driveway cuts and driveway wings, alley ways, valley gutters, pedestrian ramps, survey roadway monuments, signs, landscape walls, fences, retaining walls, affected trees and connectivity of all surface and subsurface utilities. Any centerline street monuments that will be disturbed during construction will be tied so that they can be replaced after construction activities have been completed. Any property corners found shall be tied to confirm City right of way lines from Washoe County property lines shape file. This includes an aerial flight survey. The aerial photography will be utilized to efficiently map a significant amount of the existing surface and provides a true view of the existing conditions within the rehabilitation limits. Pertinent data will be utilized in design, but the photography will not be shown in the final plans. The following utility improvements will also be surveyed:

Manhole Survey:

Lumos will obtain field data from approximately four (4) sewer manholes (Area 1 only), storm manholes, and catch basins within the rehabilitation limits. Lumos will record depth of manhole, flow direction and size/material of internal pipes. Lumos will establish elevations for the manhole rims from an approved City benchmark. Lumos will also note whether the manhole is concentric or eccentric to the rim. Lumos field crews will utilize a City developed manhole diagram sheet to document this information. Each manhole sketch will include the City manhole number and a north arrow. Lumos will prepare an Excel spreadsheet consisting of each manhole listed with its City manhole designation, rim, and invert elevations. Sewer manholes (Area 1 only), storm manholes, and catch basins outside the anticipated sewer rehabilitation (Area 1 only) and street rehabilitation limits are excluded. Additional dips, can be completed using the contingency Task 7. The City shall provide any sewer infrastructure information, such as dip sheets in areas not planned for sewer rehabilitation, in order to supplement the existing basemap.

Utility Research:

Utilizing USA-North's on-line utility database, Lumos will review all proposed construction sites to acquire a list of utility owners in the area. Based on this list, Lumos will contact each of the utility companies and request their underground utility drawings. Utility company drawings will be utilized, in conjunction with survey field information, to map underground infrastructure as accurately as possible. Lumos' engineering staff will analyze the survey data and identify areas of potential utility conflicts and areas lacking existing utility information.

Subsurface Utilities:

Water and Gas Valves. - Lumos shall attempt to remove covers of all gas and water valves and document depth to top of valve nut. Surface data will also be collected for all communication vaults, traffic signal vaults or other utilities found in the project area.

Potholing:

Lumos will send a formal request to the City to field locate utilities by USA marking and potholing. Lumos will coordinate locations with the City potholing contractor (contracted separately by the City and not included in this scope). This scope assumes the contractor will file the final USA Ticket. Lumos will coordinate locations, scheduling, and data collection from potholing activities. One (1) Lumos inspector will be on-site during all potholing activities to inspect, photograph, locate (horizontal and vertical) existing infrastructure, and set vertical and horizontal offset/swing tie markers. Lumos will provide a survey crew to survey the offset markers. It is assumed potholing activities will last up to three (3) days.

Mapping - Lumos shall provide mapping of existing improvements, including but not limited to curb and gutter, sidewalk, driveways, alley ways, valley gutters, pedestrian ramps, landscape walls, affected trees and connectivity of all surface and subsurface utilities features. Subsurface utilities will indicate type, existing surface elevation, and depth to feature or pipe invert(s). Mapping shall be provided at a scale of 1"=20'. All drafting shall conform to City of Reno Capital Projects Division's drafting standards. The City will provide drafting standards to Lumos.

The City will provide Lumos the following information for preparation of the existing basemap:

- Public sanitary sewer and storm drain alignments and manhole locations in digital format;
- Manhole reports and photos where available;
- Parcel data shape files in digital format;
- CCTV pipeline inspection reports;
- Area record drawings;
- Any other available information from the City database including but not limited to existing easements, model data adjacent to the project, and historic operational information;

TASK 3A & 3B- GEOTECHNICAL INVESTIGATION (Areas 1 & 2)

Geotechnical field investigations will be conducted including ten (10) test pits and five (5) core hole excavations combined for Areas 1 and 2 within the roadways proposed for reconstruction. The exploration depths will be approximately 2-5 feet deep. This scope assumes the City will provide test pit information for the sewer portion of the improvements for Lumos to include in its analysis. Lab analysis on materials samples will be conducted and a geotechnical report will be prepared including exploration location map, boring log number, depth, soil classifications (full description), in-situ moisture, dry density, sieve analysis (percent passing), Atterberg limits, expansive index, proctor tests, and corrosivity. A findings letter will be prepared and submitted with an exploration location map, test pit log, depth, soil classifications (full description) and lab analysis. Lumos will provide the excavation services and traffic control services for the field investigation. Lumos will coordinate with the City to obtain an EAE permit for the field investigation. It is assumed the fee for the EAE permit will be waived by the City.

The geotechnical investigation will also consist of a limited condition survey, subsurface exploration, laboratory testing, and engineering analysis for the street rehabilitation. Provide subsurface soil conditions explored with excavation of shallow test pits at approximate frequency of one exploratory hole every 500 feet. Provide the thickness of the existing structural section; quality and thickness of existing base evaluated, and laboratory testing and evaluation of samples of sub grade soils providing support for the structural section. Lumos will also provide information obtained from coring to determine asphalt thickness if the existing test

pits indicate that that asphalt thickness is not uniform across the roadway. Cores may be patched with non-shrink grout.

Laboratory Testing-Provide results of moisture content, grain size distribution and Atterberg Limits, Moisture density relationships and R-Values from representative samples of the soils encountered.

Geotechnical Report- Provide a full report summarizing the findings and sewer (Area 1 only) and street rehabilitation recommendations (including pavement section options) and the following information (where applicable): test pit number, depth, soil classification (full description), sieve size (percent passing), R-Value, liquid limit, plastic index, natural moisture, optimum moisture and max. dry density for the samples of subgrade soils providing support for the structural section for each test pit. Also provide in a spreadsheet form the core information: core number, location of core, thickness of the core. Provide recommendations if unsuitable subgrade conditions are anticipated due to either soft or clayey subgrade soils which may include cement treated composite base testing.

Prior to the completion of the geotechnical report, Lumos will meet with the City's Project Manager to present feasible rehabilitation alternatives.

TASK 3C- GEOTECHNICAL INVESTIGATION – (Area 3)

Geotechnical field investigations will be conducted including seven (7) test pits and seven (7) core hole excavations within the roadways proposed for reconstruction. The exploration depths will be approximately 2-5 feet deep. Lab analysis on materials samples will be conducted and a geotechnical report will be prepared including exploration location map, boring log number, depth, soil classifications (full description), in-situ moisture, dry density, sieve analysis (percent passing), Atterberg limits, expansive index, proctor tests, and corrosivity. A findings letter will be prepared and submitted with an exploration location map, test pit log, depth, soil classifications (full description) and lab analysis. Lumos will provide the excavation services and traffic control services for the field investigation. Lumos will coordinate with the City to obtain an EAE permit for the field investigation. It is assumed the fee for the EAE permit will be waived by the City.

The geotechnical investigation will also consist of a limited condition survey, subsurface exploration, laboratory testing, and engineering analysis for the street rehabilitation. Provide subsurface soil conditions explored with excavation of shallow test pits at approximate frequency of one exploratory hole every 500 feet. Provide the thickness of the existing structural section; quality and thickness of existing base evaluated, and laboratory testing and evaluation of samples of sub grade soils providing support for the structural section. Lumos will also provide information obtained from coring to determine asphalt thickness if the existing test pits indicate that that asphalt thickness is not uniform across the roadway. Cores may be patched with non-shrink grout.

Laboratory Testing- Provide results of moisture content, grain size distribution and Atterberg Limits, Moisture density relationships and R-Values from representative samples of the soils encountered.

Geotechnical Report- Provide a full report summarizing the findings and street rehabilitation recommendations (including pavement section options) and the following information (where applicable): test pit number, depth, soil classification (full description), sieve size (percent passing), R-Value, liquid limit, plastic index, natural moisture, optimum moisture and max. dry density for the samples of subgrade soils providing support for the structural section for each test pit. Also provide in a spreadsheet form the core information: core number, location of core, thickness of the core. Provide recommendations if unsuitable subgrade conditions are anticipated due to either soft or clayey subgrade soils which may include cement treated composite base testing.

Prior to the completion of the geotechnical report, Lumos will meet with the City's Project Manager to present feasible rehabilitation alternatives.

TASK 4A & 4B- PRELIMINARY DESIGN (Areas 1 & 2)

Existing Improvement Condition Survey - Lumos shall perform a condition survey and determine the replacement limits for curb and gutter, valley gutters (if any), sidewalk, and driveway approaches in accordance with City criteria for curb and gutter, sidewalk and driveway replacements. Lumos shall perform a surface drainage condition survey and identify all surface drainage issues within the project limits including but not limited to outdated catch basins and evident ponding or low points. Lumos shall also evaluate existing pedestrian ramps for compliance with current ADA standards.

This project will include and Special Assessment District (SAD) for both areas. This scope assumes the City will mark out sidewalks and driveways in white paint to be assessed and Lumos will incorporate all assessed concrete areas into roadway design plans, specifications and quantity totals.

Sewer Lateral Verification and Rehabilitation Recommendations (Area 1 only):

Lumos will review the existing sewer videos provided by the City to locate approximate lateral tie-ins. Findings from the videos will be mapped which will provide direction for the lateral verification work. Based on the sewer videos provided, Lumos will provide recommendations for the sewer infrastructure improvements to the City for consideration.

Lumos will prepare preliminary plans (30%), an outline of Bid items (using the City standard format), and a preliminary Engineer's Estimate of Probable Construction Cost suitable for City review. Lumos anticipates the following to be included:

- a. Preliminary SAD Quantities;
- b. Preliminary Cover Sheet and General Notes Sheet;
- c. Preliminary Plan and Profile Sheets;
- d. Preliminary Restoration Sheets;
- e. Preliminary Detail Sheets.
- f. Sanitary Sewer Rehabilitation Recommendation Exhibit

TASK 5A & 5B - CONSTRUCTION DOCUMENTS (Areas 1 & 2)

Lumos shall prepare Final Construction Plans and Technical Specifications suitable for construction bid advertisement for the approved project areas in accordance with the City's standards and requirements.

The final construction plans will be on 11 "x 17" size sheets (half size 22"x34") and using the City standard format. The plans will show all elements of project construction including but not limited to reconstruction plan view, subsurface plan and profiles, right-of-way lines, property owners name, property APN and site address, cross section grading table(s).

50% and 90% Improvement plans submittal:

Lumos will submit 50% design plans, to the City and utility companies for review. At a minimum, the 50% design plans will include the following: cover sheets, preliminary note sheets, surface improvement sheets with and existing parcel base with owner names and addresses, rights-of-way, base map of existing conditions, existing utilities, manhole locations, preliminary sanitary sewer (Area 1 only) and storm drain improvement sheets, and preliminary detail sheets. An updated Engineer's Estimate of Probable Construction Cost will also be included.

If the City determines to move forward with SAD in these areas based upon the quantities and cost provided

at 30%, then SAD sheets will be created at the 50% submittal stage.

The 90% design plans will include a title sheet, Index sheet map, key plans, detail sheets, surface improvement plan sheets, existing surface features, existing surface and subsurface utilities, and plan and profile sheets with final sewer (Area 1 only) and storm improvements identified for the project. In addition, Lumos will include striping plans, intersection and pedestrian ramp grading plans, and construction sequencing or phasing considerations. Lumos will prepare an outline of bid items (using the City standard format) and an updated Engineer's Estimate of Probable Construction Cost.

The 90% design plans will address all comments generated from the 50% design plan review and include a draft copy of the contract documents and technical specifications.

The contract documents and technical specifications will reference the latest edition of Standard Specifications for Public Works Constructions (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. This scope assumes the City will electronically provide Lumos the boilerplate of the contract documents and technical specifications in MS Word format.

100% Improvement plan and Specification Submittal:

100% construction documents shall be distributed to the City and utility companies for final comment. The 100% improvement plans and specifications will address all comments generated from the 90% improvement plan and specification review.

The 100% plans shall show all elements of project construction.

- Title Sheet – including vicinity map, approval signatures blocks & Sheet Index
- Index Sheet Map, Symbol Legend & applicable abbreviations
- Storm Drain Plan and Profile Sheets (Horizontal 1"=20' and Vertical 1"=4'), as needed
- Sanitary Sewer Plan and Profile Sheets (Horizontal 1"=20' and Vertical 1"=4') for Area 1 only
- Grading Plans/Surface Improvement Plans/Striping and Signage Plans
- Typical Sections (scales as noted)
- Standard Detail Sheets (scales as noted)

The 100% contract documents shall include all bid items, alternative options and technical provisions required for the project. A Final Engineer's Estimate of Probable Construction Cost will be prepared for the project based on final designs and any alternative options. The cost options shall be in the same format as the bid proposal form included in the contract documents. An estimate of the time necessary to complete construction will be provided by Lumos.

Lumos will coordinate with all applicable utilities to finalize submittal requirements for the applicable utility relocations if required.

Permitting:

No permitting is anticipated on this project

Plan Production and Distribution:

At 50%, 90%, 100% and Final project milestones Lumos will submit up to two (2) sets of plans on 11"x17" size sheets (half size) and technical specifications. The City will be responsible for delivering all sets to the review agencies. Electronic files of submittals will also be included in .dwg, .docx, and .pdf file formats.

Review Meetings:

At 50%, 90%, and 100% project milestones, Lumos will conduct one (1) meeting with the City to review the design and discuss design comments. Lumos understands that additional meetings may be required to discuss review comments and design issues.

Final Bid Documents:

Final review comments will be incorporated into the plans and specifications. Lumos will submit final construction documents suitable for bid advertisement in accordance with the City standards and requirements.

The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge. Lumos will prepare final PDF's of the signed and sealed plans and deliver electronically to the City. Signed and sealed Construction Documents shall be delivered to the City electronically in MS Word and PDF format. This scope anticipates the City will complete the upload to the City's E-Plan Room.

TASK 6A & 6B - BIDDING SERVICES (Areas 1 & 2)

Lumos will be available during the bidding process to answer technical questions and respond to questions raised by bidders during the bidding period. All questions regarding legal aspects of the construction documents will be referred directly to the City. In addition, all questions and responses will be documented and provided to City.

If required, Lumos will prepare addenda and provide such to the City in electronic PDF format.

Lumos will attend the bid opening and compile a bid tab to assist the City in evaluating the bids.

TASK 7 – PROJECT DESIGN CONTINGENCY (For All Areas)

The Project Design Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are unidentifiable at this time. This work shall be added at the sole discretion of the City, for fees negotiated on a case-by-case basis. Work will be performed on a time and materials basis in accordance with Lumos' fee schedule. A standard fee schedule is incorporated into this proposal.

ASSUMPTIONS/ EXCEPTIONS:

- This proposal is based upon the anticipated schedule provided by the City.
- Permitting has been excluded from this proposal. If permitting is required, the Project Design Contingency task will be utilized.

FEES:

Lumos proposes to furnish professional engineering services for the scope of work described in here in on a time and material basis using our standard engineering fees as listed in "Exhibit B".

The time and material fees will not exceed the following amounts for each of the Tasks outlined:

Task 1 – Project Management (All Areas)	\$ 40,380
Task 2A – Topographic Survey and Mapping (Area 1)	\$ 40,890
Task 2B – Topographic Survey and Mapping (Area 2)	\$ 57,510
Task 3A – Geotechnical Investigation (Area 1)	\$ 17,540
Task 3B – Geotechnical Investigation (Area 2)	\$ 30,525
Task 3C – Geotechnical Investigation (Area 3)	\$ 30,825
Task 4A – Preliminary Design (Area 1)	\$ 33,310
Task 4B – Preliminary Design (Area 2)	\$ 41,970
Task 5A – Construction Documents (Area 1)	\$ 83,180
Task 5B – Construction Documents (Area 2)	\$ 101,890
Task 6A – Bidding Services (Area 1)	\$ 5,640
Task 6B – Bidding Services (Area 2)	\$ 5,640
Task 7 – Project Design Contingency (All Areas)	\$ 25,000
Subtotal	\$ 514,300

PROJECT SCHEDULE

Consultant Agreement to Council:	March 8, 2023
Start Design:	March 13, 2023
Geotech Investigation & Survey/Topo Complete:	April 28, 2023
Preliminary Design Submittal:	June 8, 2023
50% Design/Plans Submittal:	July 27, 2023
90% Design/Plans/Specs Submittal:	October 5, 2023
100% Construction Documents Submittal:	November 16, 2023
Final Bid Documents Submittal:	December 14, 2023
Advertise Project:	January 9, 2024
Open Bids:	January 30, 2024
Start of Construction:	Spring 2024

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Project Principal – Michelle Gamble, P.E.
- Project Engineer/Manager – Alex Greenblat, P.E.
- Quality Control and Assurance – Tim Russell, P.E. & Brian Harer
- Geotechnical Engineer – Mitch Burns, P.E., CEM
- Survey Project Manager – John Gomez, P.L.S.

Encl: Exhibit B – Fee Schedule

Engineering		Per Hour
Director		\$265
Group Manager		250
Senior Project Manager – Special Projects		245
Assistant / Project / Senior Project Manager		180/210/220
Staff / Project / Senior Hydrogeologist		175/185/195
Staff / Project / Senior Engineer		170/180/190
Assistant / Project / Senior Project Coordinator		135/160/170
Project / Senior Project Designer		145/155
Engineering Technician I / II / III		95/125/135
Construction		Per Hour
Director		\$265
Materials Engineering Manager		220
Assistant / Project / Senior Project Manager		180/210/220
Staff / Project / Senior Geotechnical Engineer		170/180/210
Construction Services Supervisor / Engineer		150/175
Assistant / Project / Senior Project Coordinator		135/160/170
Geotechnician		150
Inspector / Senior Inspector (includes nuclear gauge)		130/140
Construction Technician I / II / III		110/120/130
Materials Technician I / II / III (includes nuclear gauge)		100/110/120
Surveying		Per Hour
Director		\$265
Group Manager		250
Assistant / Project / Senior Project Manager		180/210/220
Staff / Project / Senior Surveyor		170/180/190
Assistant / Project / Senior Project Coordinator		135/160/170
Photogrammetrist / Photogrammetry Manager		145/165
Surveying Technician I / II / III		80/125/135
Party Chief		170
Administrative & Other Services		Per Hour
Administrator		\$90
Clerical		80
30x42 Color / B&W (per copy)		10/5
24x36 Mylar / Color/B&W (per copy)		20/5/3
8.5x11 Color / B&W (per copy)		0.50/0.15
Mileage (per mile)		0.75

Testing/Inspection		Per Hour
Director		\$265
Materials Engineering Manager		220
Assistant / Project / Senior Project Manager		180/210/220
Staff / Project / Senior Geotechnical Engineer		170/180/210
Construction Services Supervisor / Engineer		150/175
Assistant / Project / Senior Project Coordinator		135/160/170
Geotechnician		150
Inspector / Senior Inspector (includes nuclear gauge)		130/140
Construction Technician I / II / III		110/120/130
Materials Technician I / II / III (includes nuclear gauge)		100/110/120
Administrator		90
Clerical		80

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	250

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	500

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300