



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: March 1, 2018

Staff Contact: Laura Rader and Darren Schulz

Agenda Title: For Possible Action: To approve Contract No. 1718-099, South Carson Street Complete Street Landscaping Design with Design Workshop for a not to exceed amount of \$170,686 to be funded from the Infrastructure Tax Fund. (Laura Rader; Lrader@carson.org and Darren Schulz; Dschulz@carson.org).

Staff Summary: This contract is to provide landscape design services for the South Carson Street Complete Street Project. Scope of services includes drawings and specifications for landscaping and irrigation, grading plans for landscaped areas, attendance at public meetings, design of a downtown gateway sign and creation of 3D renderings.

Agenda Action: Formal Action/Motion

Time Requested: Consent

Proposed Motion

I move to approve Contract No. 1718-099, South Carson Street Complete Street Landscaping Design with Design Workshop for a not to exceed amount of \$170,686 to be funded from the Infrastructure Tax Fund.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

N/A

Background/Issues & Analysis

A formal RFP was released on October 10, 2017 and proposals were accepted through 2pm on November 9, 2017. One proposal from Design Workshop was submitted. The evaluation committee reviewed the proposal and determined it met all of the requirements.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: Infrastructure Tax Fund 257-0615-465.-70-40

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact: If approved, account will be reduced by \$170,686 which has a current balance of \$3,016,629.

Alternatives

Do not approve contract and provide alternative direction to staff.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

THIS CONTRACT made and entered into this _____ day of _____, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Design Workshop, hereinafter referred to as "**CONSULTANT**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve X) (does not involve) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT'S compensation under this agreement (does) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 1718-099** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

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

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

For P&C Use Only
CCBL expires _____
GL expires _____
AL expires _____
PL expires _____
WC expires _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from March 15, 2018, subject to Carson City Board of Supervisors' approval to December 31, 2019, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1718-099
Title: So. Carson St. Complete Street Landscaping Design

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

Steve Noll, Principal
Design Workshop
128 Market St. Ste. 3E/P.O. Box 5666
Stateline, NV 89449
775-588-5929
email: SNoll@designworkshop.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Rader, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362
LRader@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Seventy Six Hundred Eight Six Dollars and 00/100 (\$170,686.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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

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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

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

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

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

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

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

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

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

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

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

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

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

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

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**.

CONSULTANT'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **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 **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

- 14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

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

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

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

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20. PUBLIC RECORDS:

Pursuant to; NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

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

22. FEDERAL FUNDING:

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

22.1.1 **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.

22.1.2 **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.

22.1.3 **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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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

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

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

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No.1718-099
Title: So. Carson St. Complete Street Landscaping Design

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Chief Financial Officer
Attn: Laura Rader, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
LRader@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Jason Link, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

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

BY: Laura Rader, CPPB

Account: 257-0615-465.70-40
Project # 031801

By: _____

Dated _____

PROJECT CONTACT PERSON:

Tom Grundy, Project Manager
Telephone: 775-283-7081

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Steve Noll

TITLE: Principal

FIRM: Design Workshop

CARSON CITY BUSINESS LICENSE #: 18-026475

Address: 128 Market St. Ste. 3E/P.O. Box 5666

City: Stateline **State:** NV **Zip Code:** 89449

Telephone: 775-588-5929

E-mail Address:

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of March 1, 2018 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-099**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 1st day of March 2018.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 1st day of March, 2018.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No.1718-099

Title: So. Carson St. Complete Street Landscaping Design

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Public Works

Attn: Karen White

3505 Butti Way

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____

Less amount previously billed \$ _____

= contract sum prior to this invoice \$ _____

Less this invoice \$ _____

=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

PROPOSAL FOR

SOUTH CARSON STREET COMPLETE STREET PROJECT

LANDSCAPING DESIGN SERVICES AND CONSTRUCTION SUPPORT
RFP 1718-099

PREPARED FOR CARSON CITY PUBLIC WORKS DEPARTMENT
NOVEMBER 9, 2017



PREPARED BY
DESIGNWORKSHOP
128 MARKET STREET, SUITE 3E
PO BOX 5666
STATELINE, NV 89449
775.588.5929
bfish@designworkshop.com

CONTENTS

COVER LETTER	
PROJECT EXPERIENCE	1
TECHNICAL CAPABILITY	6
PROJECT APPROACH	8
APPENDIX	
COMPANY BROCHURES	



COVER LETTER

DESIGN WORKSHOP, INC. November 9, 2017

Landscape Architecture
Planning
Urban Design

Laura Rader, CPPB
Purchasing and Contracts Administrator
Carson Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701

PO Box 5666 /
128 Market Street
Suite 3E
Stateline, NV 89449
775-588-5929
designworkshop.com

Re: Request for Proposals South Carson Street Complete Street Project – Landscape Design Services and Construction Support

Dear Laura Rader and Selection Committee:

The transformation of downtown Carson City from a five-lane auto oriented corridor into a three-lane pedestrian environment with expanded sidewalks, bike lanes, landscaping, site furnishings, and public gathering areas has proven successful and Design Workshop is fortunate to have played a key role in the design and public outreach of the project. While this change was not easy and took several years to build public support, the results will allow the City to leverage this success for the South Carson Street Complete Street Project.

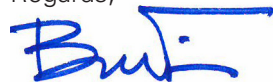
This next phase to Carson Street serves as a transition from downtown Carson City to an area that was built with an auto oriented focus without a complete pedestrian network, a lack of bicycle facilities and aesthetically unpleasing. This was reinforced through public input over the year as part of the South Carson Street Complete Streets Project Report. However, there is enormous potential to address these issues while enhancing the businesses that front South Carson Street with the lane reductions and focus on non-motorized modes of transportation. We feel the success of the public workshops from Downtown Carson can be replicated here on South Carson Street and build off the community support already started with this project.

We have worked on several similar projects where lane reductions and underutilized land was improved to enhance the aesthetics, pedestrian and bicycle safety and create community pride. The use of materials and design queues from the Downtown Carson City project will be crucial and lessons learned will be applied to the South Carson Street Complete Street Project to repeat the success of the Downtown improvements.

The Design Workshop team is proud to have contributed to this downtown transformation and appreciates the opportunity to submit this proposal for continuation of the project with South Carson Street. I will serve as Project Manager for the duration of the project and will not be removed without prior permission of the City. This is the same role I played for Downtown Carson Street and currently serve for the Carson City Parks, Recreation, & Open Space Department Signage Master Plan. I would be honored to lead our team as we show our commitment to the city by making the continuation of Carson Street a successful reality, we are also partnering with Lumos and Associates for irrigation design and quality reviews, the same team we used on Downtown Carson.

Thank you for considering our team for South Carson Street Complete Street Project. We look forward to hearing from you, and please do not hesitate to contact me at 775.588.5929 or by email at bfish@designworkshop.com if you have any questions.

Regards,



Benjamin Fish, PLA, LEED AP, CDT, Project Manager
775.636.6648 (direct)
bfish@designworkshop.com

Asheville
Aspen
Austin
Chicago
Denver
Dubai
Houston
Lake Tahoe
Los Angeles
Sacramento
Shanghai

CONTACT INFORMATION

Benjamin Fish
Project Manager
bfish@designworkshop.com

Steve Noll, Principal
snoll@designworkshop.com

PO Box 5666 /
128 Market Street
Suite 3E
Stateline, NV 89449
775-588-5929 (p)

PROJECT EXPERIENCE

Exhibit A

DOWNTOWN CARSON STREET URBAN DESIGN

CARSON CITY, NEVADA



Design Workshop led the public engagement and streetscape design for this 1-mile transformation of downtown Carson City in front of the Nevada state capitol building and historic district. Working as a subconsultant to Lumos and Associates, the project consisted of removing two lanes of traffic from Main Street and adding widened sidewalks, landscape and plaza space. The public engagement process was spearheaded through a series of workshops using interactive Keypad Polling software, graphics and video simulations for the public to weigh in on and used on social media sites.

Design Workshop was responsible for preparing streetscape and landscape designs that enhance pedestrian corridors, way-finding, gathering spaces, and theming. Distinctive to the design and construction process was the Construction Manager At Risk (CMAR) delivery method chosen by the City to fast track the project while keeping the costs within budget. The project was completed in time for a ribbon cutting before the annual Nevada Day parade.

CLIENT REFERENCE:

Carson City, Darren Schulz, Director of Public Works, (775) 283-7391, dschulz@carson.org

BID PRICE OF PROJECT:

\$8,123,682.85

SUB-CONSULTANTS:

Brian Dean Consulting, Arborist



SERVICES PROVIDED

Landscape Architecture
Streetscape Design
Public Facilitation
Construction Observation

KINGS BEACH STREETScape IMPROVEMENTS

KINGS BEACH, CALIFORNIA



As part of the redevelopment of the Kings Beach commercial core, Design Workshop provided preliminary studies that explored alternatives for improving land uses, redevelopment and community enhancement. Alternatives explored developing transect and form based codes, design guidelines and development standards. The alternatives were presented and discussed in detail with the public over a series of four public meetings. The preferred alternative was finalized, and an environmental impact report performed and certified.

Design Workshop then prepared detailed design drawings and full construction documents for the streetscape improvements with a roadway reduction resulting in expanded pedestrian space. Working closely with business owners, the project team ensured their concerns were addressed while integrating private property interface into the streetscape design. The end result was nearly 8,000 linear feet of new sidewalks, improved public spaces along with bicycle and pedestrian safety improvements contributing to a more walkable community.

CLIENT REFERENCE:

Placer County, Dan LaPlante, Senior Engineer, (530) 889-7489, dlaplant@placer.ca.gov

BID PRICE OF PROJECT:

\$1,712,400 (landscape only)

FINAL PRICE OF PROJECT:

\$1,700,000

SUB-CONSULTANTS:

Aqua Commercial Irrigation (ACI): Irrigation

SERVICES PROVIDED

Landscape Architecture
Streetscape Design



PROJECT EXPERIENCE

PYRAMID MCCARRAN INTERSECTION IMPROVEMENTS

SPARKS, NEVADA

Exhibit A



Currently the Pyramid Way and McCarran intersection in Sparks is a congested, long line of vehicles. Sidewalks are too narrow for pedestrians and dangerously close to the traffic. In order to reduce congestion, the Regional Transportation Commission (RTC) is widening the roadway and acquiring right of way which requires the purchase and removal of numerous homes.

The RTC retained Design Workshop to develop options for incorporating shared-use trails and soundwalls into the corridor. The options were generated as 3-D models and presented in large neighborhood meetings. Each alternative showed how landforms, shared-use paths, soundwalls, public art and trees could be arranged to create a green boulevard setting. Emphasis was placed on giving pedestrians shade and residences privacy. The 3-D views allowed the public to easily see how the concepts related to their homes and businesses to improve the neighborhood. Construction is finishing this year with the final art walls installed around the major intersection.

CLIENT REFERENCE:

Reno Transportation Commission,
Scott Gibson, (775) 335-1874, sgibson@
rtcwashoe.com

FINAL PRICE OF PROJECT:

Still under construction

SUB-CONSULTANTS:

Lumos and Associates (irrigation)

BID PRICE OF PROJECT:

\$987,600 (landscape only)

SERVICES PROVIDED

Urban Design

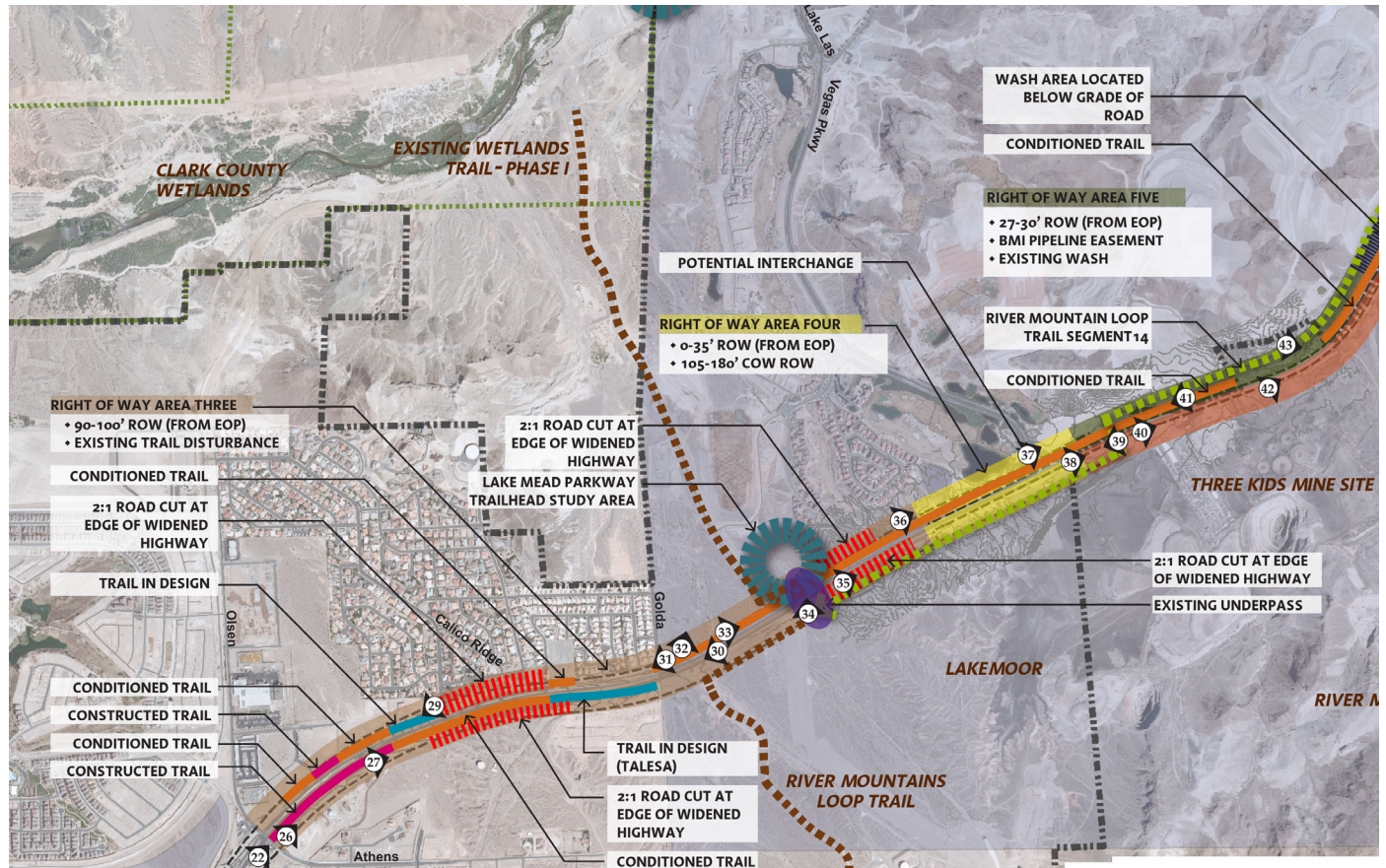


PROJECT EXPERIENCE

LAKE MEAD PARKWAY & WETLANDS SHARED-USE TRAILS

HENDERSON, NEVADA

Exhibit A



Rapid development along the Lake Mead Parkway corridor in Henderson, Nevada created isolated transit nodes and unrelated and disjointed trail pieces within a network of new and ongoing projects. The City retained Design Workshop to prepare a Master Trails Plan that completes the trails system. The team thoroughly analyzed the site corridor and local and regional context, proactively worked with adjacent developers and transportation agencies, involved and listened to affected user groups, and fitted the trail into a larger plan for pedestrian, bicycle, and transit movement. Neighboring property owners are excited to coordinate with the City to see their plans realized. Private property owners went so far as to allow the facilities to be on part of their property if it helped to further project goals and make it a reality. Nevada's Department of Transportation worked with the team to fast-track and implement a portion of the trail as part of their roadway improvements.

CLIENT REFERENCE:

City of Henderson, Amie Wojtech,
Planner, (702) 267-4023, Amie.Wojtech@
cityofhenderson.com

BID PRICE OF PROJECT:

Unknown, some portions have been
build already with frontage requirement
of private development.

FINAL PRICE OF PROJECT:

Unknown, some portions have been
build already with frontage requirement
of private development.

SUB-CONSULTANTS:

Atkins Engineering

SERVICES PROVIDED

Landscape Architecture
Bicycle and Pedestrian Master Planning
Wayfinding Signage



TECHNICAL CAPACITY

INCLUSION OF PUBLIC ART

Public art – art that is created with public involvement in its siting, content, context and creation – is most often successful when it results from the community's engagement in the entire process by which it is created. Public art differs from "art in public places," which is a piece or series of pieces that are created, then placed into a public arena without a direct relation to that public site, or to community interests, values and attitudes.

Public art can play a significant role in the visual and sociological development of communities. When done without proper thought and attention to community attitudes and feelings, it can be a controversial and sometimes divisive element in the community.

In order to include art successfully, one that both reflects and enhances the community, it is important to go through an extensive and comprehensive planning process, which takes into account the views and attitudes of multitudes of persons, agencies and organizations from the entire community and area.

TEAM CAPACITY/ABILITY TO MEET SCHEDULES

Our ability to meet project schedules begins by first recognizing the time frame of the project and confirming the commitment of the individuals that are critical to the project's success before responding to Request for Proposals. Prior to responding to this RFP, we ensured that we had the staff best suited for this project available. This was requested of our entire design team. Included are the resumes of key staff that are committed to fully complete the scope of services anticipated for this project. It will be the responsibility of Benjamin Fish, our project manager to ensure the project resources are aligned with the project schedule and budget. He is one of our strongest project managers and has an exceptional record delivering projects on budget and in short time frames.

PERCENTAGE OF AVAILABILITY:

Steve Noll	25%
Benjamin Fish	35%
Ricky Kane	30%
Gina Montecallo	35%
Michael Bennett	35%
Marc Chapelle	50%

THE TEAM

DESIGN WORKSHOP

STEVE NOLL, PLA, AICP, PRINCIPAL

Professional Licensure: Registered Landscape Architect: Nevada #510, California #3300 Council of Landscape Architectural Regulatory Boards (CLARB), #1153

Steve Noll has been practicing landscape architecture and land planning since graduating from California Polytechnic San Luis Obispo, California in 1983. Steve's first 14 years of practice were spent in San Francisco developing awareness of the physical and social aspects important for "great" urban spaces. In 1997, Steve moved to Lake Tahoe to open and oversee the development of the office. Because of the strict regulatory environment and difficult economic challenges associated with many of his projects, Steve has developed the respect and trust of public agencies while navigating his clients through the complex permitting and implementation process. In addition, he is involved with many community-based organizations where he provides guidance in areas of recreation and design planning, community design, and main street improvement plans. **Selected Project Experience:** Carson City Downtown Revitalization, Carson City, NV; Kings Beach Streetscape Enhancements, Kings Beach, CA; Lake Mead Parkway & Wetlands Shared-Use Trails, Henderson, NV; Redding Transportation Plan, Redding, CA; Third Street Linear Park and Streetscape Vision, Las Vegas, NV

BENJAMIN J. FISH, PLA, LEED AP, CDT, ASSOCIATE/LANDSCAPE ARCHITECT/PROJECT MANAGER

Professional Licensure: Registered Landscape Architect, State of California, LA 4926, State of Connecticut, 96

Benjamin Fish, ASLA, has been an integral part of the Design Workshop team since moving to Lake Tahoe 15 years ago. Prior to joining the Lake Tahoe office, he worked at a large architecture firm in Connecticut, where he gained a strong knowledge of design and construction on a broad range of projects. He is a talented project manager, skilled in working collaboratively across disciplines and on a variety of project types. Recently he has been involved in a number of park, plaza, resorts and streetscape projects. His experience includes many award winning built works ranging from the Northstar Village in Tahoe to the highly designed plaza at the Palm Springs Convention Center.

TECHNICAL CAPACITY

He spends his free time volunteering as President for the nonprofit Tahoe Area Mountain Biking Association. With successful design and management skills gained over the years, Benjamin will apply his knowledge to encourage collaborative design, communication and a process that runs smoothly. ***Selected project experience:*** Carson City Downtown Revitalization, Carson City, NV; Kings Beach Streetscape Enhancements, Kings Beach, CA; Pyramid McCarran Intersection Improvements, Sparks, NV; Lake Mead Parkway & Wetlands Shared-Use Trails, Henderson, NV; Harrison Avenue Streetscape, South Lake Tahoe, CA

RICKY KANE, LANDSCAPE DESIGNER

Ricky joined Design Workshop in the spring of 2014 after graduating from California Polytechnic State University San Luis Obispo with a Bachelor's Degree in Landscape Architecture. At Cal Poly, he developed skills in design and planning, construction processes, interdisciplinary collaboration, and project problem solving, giving him the ability to excel in any project at any scale. His experience in all facets of the landscape industry, having previously worked in landscape construction and maintenance, have developed in him a complete understanding and vision of a project from inception through construction and into occupancy. Growing up in the Reno-Tahoe region, Ricky continuously employs his deep-rooted knowledge and passion for the area throughout his designs. ***Selected Project Experience:*** Carson City Downtown Revitalization, Carson City, NV; Downtown Redding Transportation Plan, Redding, CA; US 50 South Shore Community Revitalization Visualizations, South Lake Tahoe, CA; Barton Center of Excellence, South Lake Tahoe, CA; Calaveras Big Trees State Park Conceptual Planning Study, Arnold, CA

GINA MONTECALLO, ASLA, LANDSCAPE DESIGNER

Gina Montecallo joined the firm in the summer of 2013 after graduating from Pennsylvania State University in the spring of 2013 with a Bachelor's Degree in Landscape Architecture, as well as a double minor in Geography and Environmental Inquiry. While at Penn State, Gina extended her experience beyond the classroom through volunteer opportunities and internships. While at Design Workshop Gina has been able to apply her technical and design skill sets to many transportation-related projects in the Tahoe office. Gina's strengths lie in her collaborative spirit and attention to detail, which contribute to designs that are contextually relevant and responsive.

Selected project experience: Carson City Downtown Revitalization, Carson City, NV; Pyramid McCarran Intersection Improvements, Sparks, NV; Redding Transportation Plan, Redding, CA; Harrison Avenue Improvement Project, South Lake Tahoe, CA; Angels Camp SR4 and SR49 Gateway and Corridor Study, Angels Camp, CA

LUMOS AND ASSOCIATES

MICHAEL D. BENNETT, P.E., W.R.S., PRINCIPAL-IN-CHARGE & DIRECTOR, ENGINEERING DIVISION *Registered Civil Engineer - Nevada #17465 & California #73668*

Michael has over 22 years of engineering experience, including preparation of reports, plans and specifications, cost estimates, design, construction management, and administration of a variety of projects. His background includes roadways, storm drains, hydrologic and hydraulic studies, water systems, sewer systems, and public and commercial developments. Michael's combination of skills, initiative, experience, and education has driven his progress from laboratory technician to project designer to engineering manager to his current role as the Director of Lumos' Engineering Division. Michael serves as District Engineer for the Gardnerville Ranchos GID and the Lyon County School District. ***Selected Project Experience:*** Downtown Streetscape Improvement Project, Carson City, Nevada; Robins Street Improvements and Utility Upgrade Project, Eureka, NV

MARC CHAPELLE, RLA. LANDSCAPE ARCHITECT *Registered Landscape Architect - Nevada #622*

Marc's background includes over 28 years of landscape architectural design including land planning, subdivision layout, grading plans, erosion control plans, recreational planning, trail routing, amenities design, landscape, and irrigation layouts. He has performed projects in Northern Nevada and California, including Reno, Carson City, Lake Tahoe, and eastern Nevada. Past clients include cities, counties, private developers, and the Federal Government. He has conducted National Environmental Policy Act (NEPA) impact analysis and has worked closely with National Park Service archaeologists as the subject-matter expert related to site improvements, public accessibility, and outdoor recreational design.

Selected Project Experience: Downtown Streetscape Improvement Project, Carson City, Nevada; Wooster High School Landscape Irrigation Retrofit, Reno, Nevada; Truckee Meadows Community College Parking Lot, Reno, Nevada

PROJECT APPROACH

The following provides an overview of what we envision for the process to complete the South Carson Street Complete Street Project. We anticipate revisions to the scope based on input from Carson City staff.

IT IS EXPECTED CARSON CITY PUBLIC WORKS STAFF TO PROVIDE:

- AutoCAD survey information for the entire corridor that shows detailed curb and gutter, front face of building aerial 3D topography with 1 foot contours, spot elevations at key areas to include existing trees, planters, bike paths, sidewalks utilities and building faces.
- Detailed design of the roadway curb, gutter, sidewalk and bike path layout in AutoCAD format.
 - a. Walking routes and ADA accessibility analysis
 - b. Bicycle lanes layout
 - c. Parking layout
 - d. Left turn layouts at intersections
 - e. Pavement striping
- Detailed design of the roadway, curb, gutter, sidewalk and bike path layout.
- Roadway grading.
- Drainage plans for the entire project area including sidewalks and bike paths.
- Utility plans, including site lighting and electrical.
- If City goes with a CMAR type project, like Downtown Carson Street, we suggest a meeting between ourselves and the Contractor at the preliminary stage to discuss construction related elements that may influence the design.



DESIGN WORKSHOP TEAM SCOPE

TASK ONE. MANAGEMENT AND COORDINATION

1. Coordination and team meetings including kick off meeting
2. Up to two public design review meetings, with Keypad Polling and online surveys for public input as needed
3. Project Procedures and tracking

TASK TWO. 30% DESIGN

1. Development of overall conceptual site plan, illustrative plans, enlargements and 3D perspectives. A fly through video showing proposed improvements may be created at this stage if desired by City staff.
2. Field Review with City staff to coordinate impacts to landscape plans from the layout of curbs, paths, utilities, existing facilities, existing trees, and additional elements that might impact the overall landscape and streetscape plan. Including a review of existing activities by businesses that may be affected by the plan changes and highlight how they might be best integrated into the plan.
3. Identify extent of all landscaped areas
4. Develop preliminary grading plans for all landscape areas including boulder, rock talus slopes layout plans
5. Develop preliminary landscape plans using native and naturalized plant materials
6. Develop preliminary irrigation plans
7. Identify and recommend suitable plant materials selections based on the Carson City environment and specific microclimates
8. Submit plans for the City for review and approvals

PROJECT APPROACH

TASK THREE. 60% DESIGN

1. At this point in the design process we will develop a preferred design for the streetscape including materials, site furnishings, planting and wayfinding elements that match the Downtown Carson Street project. The 60% drawing set will include:
 - a. Project specifications
 - b. Hardscape plans for pedestrian areas including site furnishings
 - c. Planting plans with species and layout
 - d. Irrigation plans
 - e. Grading plans for all landscape areas
 - f. Planting details
 - g. Hardscape details
 - h. Site furnishing details
2. Cost estimate
 - a. Separate landscape and hardscape construction cost estimates
3. Submit plans for the City for review and approvals

TASK FOUR. 90% DESIGN

1. With design approval of the 60% design documents, we will begin finalizing our design into construction documents. With a thorough review of our documents internally, by the design team and the City, we will make the necessary changes to our documents to reflect the comments. We anticipate changes to be moderate at this point and any changes to the design are not anticipated. We will develop a comprehensive set of technical documents that will be used for bidding and construction purposes including:
 - a. Project specifications
 - b. Hardscape plans for pedestrian areas including site furnishings
 - c. Planting plans with species and layout
 - d. Irrigation plans
 - e. Grading plans for all landscape areas
 - f. Planting details
 - g. Hardscape details
 - h. Site furnishing details
 - i. Cost estimates
2. Discussions on cost cutting or savings will be discussed, and appropriate changes may be made to plans.
3. Meet with individual property owners to review construction staging, schedule of construction, construction easements and any specific requirements that need to be included in the landscape plans to meet a specific property need. The proximity of all the businesses to the construction requires very detailed personalized efforts to keep the businesses open during construction and economically healthy after the project is built.



TASK FIVE. 100% DESIGN

With a thorough review of our documents internally, by the design team and by the City, we will make the necessary changes to our documents to reflect the comments. We anticipate changes to be moderate at this point and any major changes to the design are not anticipated and no additional public meetings during this task. The following provides detailed tasks associated with 100% design.

1. Revisions to the following drawings:
 - a. Site materials plans
 - b. Site planting plans
 - c. Site layout plans
 - d. Details (pedestrian paving, walls, benches, site furnishings, signage, planting, enhancement areas)
2. Final specifications will be provided for inclusion in the project manual and bid documents to be created by Carson City staff.
3. Final quantities and cost estimate will be provided that reflect the 100% drawings.

TASK SIX. BIDDING

The general objective for this phase of work will be to assist the contractor in developing a clear understanding of the project for preparing construction bids solicited by Carson City. Once approval of the 100% Design drawings is complete, DW will issue landscape plans, details and specifications to be included in the bid set as issued by Carson City.

TASK SEVEN. CONSTRUCTION ADMINISTRATION

The general objective for this phase of the work is to provide observation of the landscape construction process and ensure the quality of the final product. DW will provide general construction assistance reviewing RFIs, proposed changes, and submittal review as described below. Because of Design Workshop's and Lumos and Associates' proximity to the project area we are able to respond quickly and cost effectively to any and all requests while being on-site as needed.

Design Workshop will make periodic visits to the site to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents. During such visits and based on observations while at the site, Design Workshop will keep the City informed of the progress of landscape construction. Design Workshop may recommend rejection of work to the City if the contractor fails to conform to the contract documents.

During Construction we suggest weekly meetings that businesses may attend to understand construction for the coming week. Provide business owners notice of access reductions or closures 3 weeks in advance of the closure. Provide bicycles and pedestrians sufficient wayfinding signs during construction to keep them informed of how to get to businesses in downtown.



ABOUT DESIGN WORKSHOP

Design Workshop is a landscape architecture, land planning, urban design and strategic services firm. We have been providing these services for over four decades to developers, property owners, government agencies and other clients engaged in improvements to the land. In our years of practice we have evolved a proprietary approach and distinct culture.

Design Workshop is a firm born in the pursuit of ideas. While college classmates, founders Don Ensign and Joe Porter resolved to someday start their own landscape architecture firm. The opportunity came in 1969 when both assumed teaching positions in North Carolina. Early on, they were invited to assist private sector clients, often engaging colleagues and students in a collaborative process they labeled “design workshops.” These early assignments were the chance to marry the idealism of academia with development realities and to begin a small professional practice. A few years later, Don and Joe relocated the fledgling firm to Aspen and quickly earned a reputation for solving the complex problems found in fragile ecosystems and development challenges of the western landscape.

Over the last 48 years, we have had the opportunity to expand the breadth and sophistication of our firm. Our experience ranges from master plans for counties, planned communities, urban centers and resorts, to detailed design for public parks, residences and roadways. We have continuously honed the collaborative dynamics of the workshops and the pursuit of the ideas and ideals that result in the best solutions for every assignment. This approach remains the hallmark of our firm.

LEGACY DEFINED

The firm is committed to creating provocative places that meet today’s needs and are sustainable for all time. To do so, we practice a methodology called DW Legacy Design®. This proprietary process seeks to imbue every project with a balance between environmental sensitivity, community connections, artistic beauty and economic viability. Projects that achieve this harmony are enduring places that make a difference for clients, society and the well-being of the planet leaving a legacy for future generations.

PROCESS

Planning and landscape architectural design are linear processes that build on logic and real conditions. Both inside and out, we are committed to the “design workshop” model. Our approach is iterative, engaging all significant constituencies – our clients as well as public agencies, concerned citizens and special interests. We have perfected our communications skills to assure success in public acceptance and approvals. Delivering the highest quality is built into the structure of the firm as well as the way we deliver our work. Quality standards, training and specific resources are monitored by quality representatives in each of our office locations.

BEING RECOGNIZED

One measure of our effectiveness is recognition by the industries we serve and from our peers. We have received scores of awards for our design and planning accomplishments from organizations including the Urban Land Institute, the Congress for the New Urbanism, the American Society of Landscape Architects and the American Planning Association. We are dedicated to giving back to our communities. We have established the DW Foundation, which donates time and materials to select community projects. Also, our people contribute significantly to teaching, professional associations and other professional activities.

TAHOE OFFICE

The Design Workshop office in Stateline was established in 1997. Our team includes landscape architects, environmental planners, project specialists and accredited public facilitators. Since opening, the Lake Tahoe office has led the design and planning for numerous main street plans throughout northern California and Nevada. Our understanding of the local and regional issues and political climate is evident in our successful completion of numerous complex process.

LAKE TAHOE OFFICE

PO Box 5666 /
128 Market Street
Suite 3E
Stateline, NV 89449
775-588-5929 (p)

YEARS IN BUSINESS

est. 1969

PROJECT MANAGER & PRIMARY CONTACT

Ben Fish
775-588-5929
bfish@
designworkshop.com

TOTAL STAFF

100

OFFICES

Asheville
Aspen
Austin
Chicago
Denver
Dubai
Houston
Lake Tahoe
Los Angeles
Shanghai

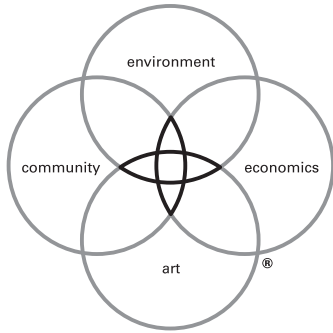
SERVICES

Landscape Architecture
Planning
Urban Design

designworkshop.com

DW LEGACY DESIGN®

DW Legacy Design® is a comprehensive approach to planning and design delivering measurable project outcomes in the areas of environment, community, economics and art. These four values broaden the concept of triple-bottom-line accounting by including art or aesthetics which are essential to human meaning and the spirit of place. The idea is symbolized by four overlapping circles, one for each element. The center of these rings, where the four are in balance, result in the ideal profile for a project. If a project begins with a heavy emphasis on one element, the process seeks to move it as close to the center as possible to broaden its impact.



ENVIRONMENT

Human existence depends on recognizing the value of natural systems and organizing its own activities to protect them. Design should fit the purpose to the conditions of the land in ways that support future generations, driving value long-term.

ECONOMICS

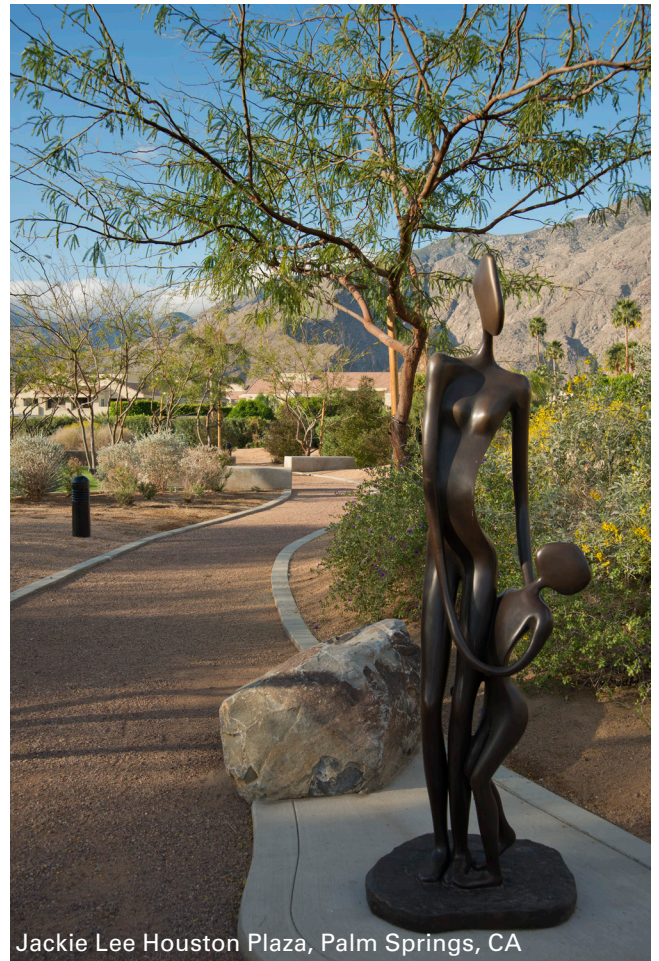
Projects must be financially sustainable to last multiple generations. Projects that are socially and environmentally responsive are, in the long term, the most economically successful.

COMMUNITY

Projects must contribute to the quality of life of the people who use them and who are affected by them. They shall be regenerative, seeking to repair damage to the community fabric where it exists and lifting up the lives of those who are influenced by them. The design of the built environment should foster connections and interaction among families, groups, towns, cities and nations.

ART

Beauty is a timeless quality. It boosts economic value, supports viability, attracts capital and contributes to a project's longevity. Our design process seeks new aesthetic solutions, while at the same time producing works that are not merely provocative or sensational. Timeless works provide meaning and enjoyment for passing generations and endure temporary styles or shifting fads.



Jackie Lee Houston Plaza, Palm Springs, CA



Jackie Lee Houston Plaza, Palm Springs, CA

CONSTRUCTION SUPPORT

CONSTRUCTION COST ESTIMATING

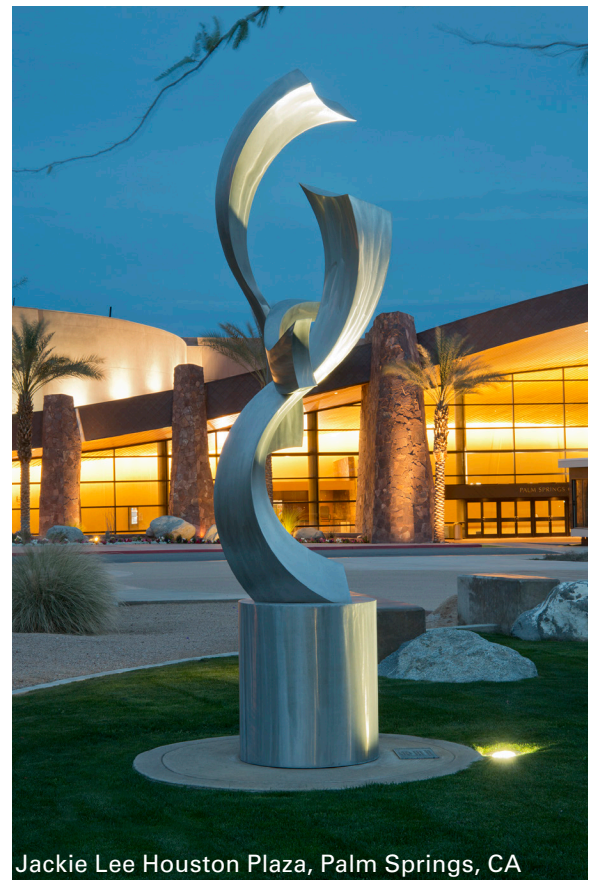
Design Workshop has focused our design practice on creating the maximum value for our clients by leveraging all resources and opportunities available to us throughout the design and implementation process. We know that design, budgeting and maintenance issues are inseparable, and we must address them in a holistic manner during the design process. This approach forms the foundation of a rigorous and comprehensive design, documentation and quality control process that results in legacy landscapes of extraordinary value, timeless beauty and enduring quality. A unique opportunity of the current marketplace is our greater ability to leverage relationships with contractors, fabricators and vendors to provide information and feedback early in the design process. Additionally, we will consider the influences of lifecycle and long-term sustainability costs that affect operations and maintenance. A vetted set of drawings is essential for effective cost control. Implementing work of the highest caliber should not require constant and expensive change orders during construction. In addition to working with designers, the Record Architect and Design Workshop will use contractors and vendors to verify probable construction costs during the design and documentation phases. Additionally, we have acquired and prepared cost models and estimates through our work on other recent projects and we intend to use this information early in the design process to discuss and confirm design and budget expectations.

PROJECT ADMINISTRATION & PROCEDURES

We pride ourselves on our culture of planning and design excellence we apply to every project. Design Workshop separates itself from our competitors by seamlessly integrating what many seem to think are opposing ingredients to successful planning and design, project management versus design (content). We have developed an exclusive, Legacy-Design Project Delivery System and when incorporated into a project, it serves as the framework for achieving success in four critical areas; economics, art, community and environment, the four factors we feel lead to a Legacy project. Communication is the cornerstone of every successful project. Design Workshop was founded on the notion of collaborative design, thus our company name. We will facilitate community/public participation and provide feedback at regular intervals. Our team will develop detailed and accurate schedules early on in the design process. We will use the latest project management scheduling techniques to assist in monitoring your project, leading to timely approvals. Our communication will be guided by a Communication Plan we establish together at the beginning of the project.



Champions Plaza, South Lake Tahoe, CA



Jackie Lee Houston Plaza, Palm Springs, CA

LUMOS AND ASSOCIATES

Lumos Overview

FIRM BIO

Designing projects that improve and enhance the quality of life for generations to come, is what inspires our team at Lumos & Associates to tackle the day. Our team of professionals incorporate their skills, passion and dedication to the community they serve and create new and innovative solutions for our clients. Lumos & Associates fosters a work culture where problem solvers flourish, accomplishing their best work; the end result being a project that achieves the established goals.

We are problem solvers. Through civil engineering, structural engineering, surveying, geotechnical, construction management, development, and planning services, we, together with our clients, improve the communities where our families live, work, and play.

We want to improve tomorrow by designing enduring communities today.

FIRM CAPABILITIES

Civil Engineering
Structural Engineering
Planning
Surveying
Landscape Architecture
Geotechnical & Construction Services

FIRM OVERVIEW

Established in 1978
Approximately 85 employees
4 Northern Nevada locations
3 fully-equipped laboratories

Carson City • Fallon • Lake Tahoe • Reno
www.LumosInc.com

