



**DESIGN SERVICES-AVENUE OF THE OAKS REALIGNMENT
REDEVELOPMENT AGENCY of THE CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 27th day of January, 2020, by and between the Redevelopment Agency of the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "Agency", and **Christy Corporation**, a qualified consultant in the class of work required, hereinafter called "Consultant".

W I T N E S E T H

WHEREAS, the Agency desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant's Proposal dated December 12, 2019 attached hereto and incorporated herein by reference. (Hereinafter referenced to as "Proposal");

WHEREAS, Consultant's legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **Design Services-Avenue of the Oaks Realignment**. The Agency's Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within "Attachment A." All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the Agency, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, which were approved by said Agency and are on file with the Agency, including any and all addenda issued by the Agency, and with the other contract documents hereinafter enumerated. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to



exercise reasonable care to take such precautions.

2. Payment for Project Services

As full consideration for the Professional Services to be performed by Consultant, Agency agrees to pay Consultant as set forth in accordance with the Fee Schedule set forth in the proposal and not to exceed fee of **\$90,900.00** for the project. The Agency will not hire or directly compensate the Consultant's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Consultant shall be subject to review as to its result by the Agency at the Agency's discretion. Payment of any invoice shall not be taken to mean that the Agency is satisfied with Consultant's services to the date of payment and shall not forfeit Agency's right to require the correction of any service deficiencies.

3. Term

This Agreement shall become effective upon contract execution and will continue in effect until

MO/DY/YR, or

The Project is completed (Approximately _____), or unless earlier terminated as provided herein.

4. Time Devoted to Work:

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and Agency will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

Agency understands that Consultant is engaged in the same or similar activities for others and that Agency may not be Consultant's sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

5. No Unfair Employment Practices:

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

6. No Illegal Harassment:

Violation of the Agency's harassment policy, which is incorporated by reference and available from the Human Resources Division, by the Consultant, its officers, employees, agents, consultants, subcontractors and anyone for whom it is legally liable, while performing or failing to perform Consultant's duties under this Contract shall be considered a material breach of this contract.

7. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.



8. Status of Consultant:

It is the intent of the parties that Consultant shall be considered an independent contractor and that Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the Agency for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the Agency.

Neither Consultant nor any of its employees or contractors shall be eligible to participate in Agency's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by Agency for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless Agency from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

9. Agency Ownership of Proprietary Information:

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the Agency and all such materials shall be remitted to the Agency by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. 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 Agreement without the prior written consent of the Agency.

10. Public Records:

Consultant understands that Agency is subject to the provisions of NRS 239.010. As such, the Agency may have the duty to disclose the Consultant's reports or recommendations.

11. Insurance:

CONSULTANTS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF SUBMITTAL OF RFP, BID OR QUOTE. THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONSULTANT MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Should work be required on Agency premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under Agency, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the Redevelopment Agency of the City of Sparks and shall meet the following minimum specifications:



Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the Agency. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at Agency's option. If Contractor fails to maintain the insurance as set forth herein, Agency shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications,

Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
Yes	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain a Commercial General Liability policy providing coverage for liability arising from premises, operations, independent contractors, products-completed operations liability, personal and advertising injury, and liability assumed under an insured contract (including, but not limited to, the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

\$2,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit



\$2,000,000 Products and Completed Operations Aggregate Limit
\$10,000 Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, 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).

Additional Insured

Agency, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Agency, its officers, agents, employees, and volunteers. 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. Any insurance or self-insurance maintained by Agency, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Waiver of Subrogation

Contractor waives all rights against Agency 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 agreement. Insurer shall endorse CGL policy as required to waive subrogation against the Agency with respect to any loss paid under the policy.

Endorsements

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of Agency shall be endorsed to the policy using an unmodified Waiver



of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

Business Automobile Liability

Minimum Limits of Insurance

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Additional Insured

Agency, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, employees, or volunteers. Additional insured status for Agency shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming Agency's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Waiver of Subrogation.

Contractor waives all rights against Agency, its officers, agents, employees, and volunteers 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 agreement. Contractor's insurer shall endorse policy to waive subrogation against Agency with respect to any loss paid under the policy.

Workers' Compensation and Employer's Liability

Contractor shall carry and maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the Agency. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the Agency to make any payment under this Agreement to provide Agency with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer



showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between Agency and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify Agency in writing prior to the signing of this Contract. Agency reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by Agency, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee
	\$1,000,000 Bodily Injury by Disease – Policy Limit

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract.



Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

ALL COVERAGES

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to AGENCY except for nonpayment of premium.

DEDUCTIBLES AND RETENTIONS

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the Agency's Contracts and Risk Manager and prior to signing this Contract. Agency is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by Agency's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS

Should Agency and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by Agency. Agency retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Agency, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the Agency.. Agency, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. Agency reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Contractor shall furnish Agency with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.



B. Additional Insured Endorsements. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the Redevelopment Agency of the City of Sparks as additional insured.

C. Policy Cancellation Endorsement. Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

D. Bonds (as Applicable). Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of Agency, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.



12. Indemnity:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect Agency, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against Agency, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Agency.

If City's personnel are involved in defending such actions, Contractor shall reimburse Agency for the time and costs spent by such personnel at the rate charged Agency for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

If the insurer by which a Consultant is insured against professional liability does not so defend the Agency and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the Agency shall be entitled to reasonable attorney's fees and costs to be paid to the Agency by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the Agency, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

13. Material Breach of Contract:

In the event Consultant fails to deliver the product and services as contracted for herein, to the satisfaction of the Agency of Sparks or otherwise fails to perform any provisions of this Contract, the Agency, after providing five (5) days written notice and consultant's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

14. Termination:

The Agency may terminate the Contract for material breach of contract upon ten (10) days written notice



and recover all damages, deducting any amount still due the Consultant from damages owed to the Agency, or seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the Agency.

Notwithstanding the preceding paragraph, the Agency may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 22 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for Agency financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement or
- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the Agency with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The Agency may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. In the event of termination, the full extent of Agency liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the Agency prior to termination.

15. Licenses and Permits:

The Consultant shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All consultants doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

16. Boycott of Israel (NRS 332.065) (This Section IS IS NOT Applicable to this bid):

Pursuant to NRS 332.065 any Contract entered into under NRS Chapter 332 in which the estimated



annual dollar amount exceeds \$50,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract. The term "Boycott of Israel" has the meaning ascribed in NRS 332.065(5). Bidder certifies that it is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.

17. Drafting Presumption:

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the Agency as the drafter of the Agreement.

18. Governing Law:

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

19. Jurisdiction and Venue:

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.

20. Claims:

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the Agency must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the Agency unless this requirement is strictly complied with.

21. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Consultant shall not assign this Contract without the written consent of the Agency which will not be unreasonably withheld.

22. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

CITY OF SPARKS - PURCHASING DIVISION
 431 PRATER WAY
 PO BOX 857
 SPARKS, NV 89432-0857

Douglas Buck
 Christy Corporation
 1000 Kiley Pkwy.
 Sparks, NV 89436

23. Entire Contract:

This Contract and all associated documents associated by reference constitute the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both



parties.

24. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

25. Annual Appropriation of Funds:

Multi-year contracts and leases are subject to annual appropriation of funds by the Agency Board. The Agency plans and makes appropriations to the Agency Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

26. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

27. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision hereof.

28. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

29. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.



IN WITNESS WHEREOF, the Redevelopment Agency of the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

(Consultant)

By: _____

(Title)

APPROVED AS TO FORM

City Attorney

REDEVELOPMENT AGENCY of the
CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____
(Authorized Signature)

ATTEST:

City Clerk (As Required)



Attachment A

Price and scope per written proposal provided by Christy Corporation, dated December 12, 2019 (attached).



December 12, 2019

City of Sparks
Attn: Bob Schricker, Infrastructure Coordinator
431 Prater Way
Sparks, NV 89431

**RE: Proposal for Professional Services
Avenue of the Oaks Realignment - Construction Drawings**

Dear Mr. Schricker

Christy Corporation, LTD (CC) is pleased to have this opportunity to present our proposal for professional services for design of the Avenue of the Oaks realignment in Victorian Square. The following Scope of Services was developed based on our meeting of October 2 and understanding of the project.

Scope of Services - Professional Services

Task 1 – Meetings and Coordination	\$4,500 T&M
CC will be available for meetings and general coordination with the City of Sparks, utility agencies, adjacent property owners, and the design team as necessary throughout the design of the project.	
Task 2 – Topographic Survey	\$3,220
Conduct a topographic survey of the area of work and provide right-of-way boundaries sufficient for preparation of construction documents. CFA will perform these services under subcontract with Christy Corporation. We will perform a topographic survey to map the planimetric and topographic features in the area. Sufficient data will be collected to enable preparation of a 1-foot contour map at a suitable scale. Existing structures, features, and surface apparent utilities will be located. Invert elevations will be measured for any applicable utilities lying within the subject area. CFA will utilize previously completed boundary survey work for adjacent parcels for right-of-way limits.	
Task 3 – Existing Utility Research	\$4,140 T&M
CC will research existing utility locations for inclusion in the plans. Research will include obtaining and reviewing record drawings for previous City of Sparks redevelopment projects in Victorian Square. Utility providers will be contacted to provide documentation of existing utilities including AT&T, Charter Communications, NV Energy (gas and electric) and TMWA. This task includes a \$200 fee charged by AT&T to provide existing utility information. CC will conduct	

field visits for visual verification of existing facilities. No utility excavation or potholing is proposed with this work.

Task 4 – Geotechnical Investigation

\$6,380

Conduct a geotechnical investigation and associated lab testing to provide design recommendations for the project. Black Eagle Consulting, Inc. (BEC) will provide these services under subcontract with the Christy Corporation.

The scope of work will include research, field exploration, field and laboratory testing, and engineering analyses to allow formulation of geotechnical recommendations for design and construction of this project. All of the above items will be summarized in a report suitable for use by project design team members, the City of Sparks, and bidding contractors.

BEC will obtain utility clearance from Underground Service Alert (USA) prior to exploration. There are significant utilities in the project area, we will also hire a private utility locator to identify potential utility conflicts with the exploration and will select appropriate locations for exploration. Exploration will be performed via advancing 2 test borings east and west of the circular surface water foundation feature within the existing pavers. Since the borings will be outside the current street alignment, we assume an encroachment permit will not be necessary from the City of Sparks; however, the exploration will require coordination with the City of Sparks to remove a traffic block post that exists for drill rig access. It is our understanding that the existing pavers are underlain by a PCC slab section. We will hire a concrete cutting subcontractor to core the pavers and underlying PCC prior to advancement of the borings. After the exploration, the borings will be backfilled with drill spoils and/or bentonite chips and patched at the surface with non-shrink grout.

The borings will be advanced using hollow-stem auger drilling techniques and through a depth of about 5 feet below existing grade. The existing section (pavers and underlying PCC and aggregate base) will be measured at the boring locations. Soils will be sampled with a 2-inch-outside-diameter, split-spoon sampler driven by a standard 140-pound drive hammer with a 30-inch stroke. The number of blows to drive the sampler 1 foot into undisturbed soil (standard penetration test) is an indication of the density and subgrade strength characteristics. Bulk samples will be collected from drill spoils. The subgrade soils will be logged by geotechnical personnel in the field. The groundwater surface will be measured if encountered.

Representative samples of significant soil types on each roadway segment will be tested in the laboratory to characterize the index properties of foundation soils, such as moisture content, grain size distribution, and plasticity. These index properties are indicative of the mechanical behavior of the soils. A resistance value (R-value) test will be performed on representative subgrade material for use in the PCC pavement design.

The results of the research, site exploration, laboratory testing, and engineering analysis will allow formulation of geotechnical recommendation for the design and construction of this project. We will perform rigid pavement structural section design using the boring data as well as laboratory test (R-value) results on the subgrade soils. Unless other traffic data is available from the City of Sparks, the annual average daily traffic (AADT) counts available from the Nevada Department of Transportation (NDOT) traffic data at a location on C Street east of N Rock Boulevard will be used in the pavement design. The available NDOT data shows an AADT of 970 for year 2018. The geotechnical design and construction recommendations will be summarized in a geotechnical report that will cover:

- Description of subject roadway segment and other site conditions
- Summary of site exploration and field test results
- Summary of laboratory testing
- Subgrade soil and groundwater information
- Excavation characteristics
- Structural/utility backfill
- Site preparation/stabilization
- Subgrade soil preparation
- Pavement structural section analysis results and PCC pavement structural section recommendations
- Identification of recognizable construction problems.

The exploration can begin within 5 days of authorization, subject to drill rig availability and necessary coordination with the City of Sparks. A final report will be available 3 to 4 weeks following exploration.

Task 5 – Construction Documents – Civil Engineering Services	\$35,800
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Civil Improvement Plans and Specifications will be developed to realign Avenue of the Oaks in Victorian Square between 13th Street and the former 12th Street alignment. The realignment will result in elimination of the existing fountain to straighten the street. The new street alignment will be paved with Portland cement concrete (PCC) and stamped concrete similar to the existing Avenue of the Oaks improvements. Adjacent pedestrian facilities will be designed as pavers to match existing facilities and transition zones will be provided in the design to transition to the existing plaza facilities as required. Two intersections will be designed transitioning to the existing north-south one-way connectors to Victorian Avenue in the plaza area.

Civil improvement Plans will consist of the following:

- Title Sheet with project information and vicinity map.
 - Notes sheet identifying general specifications and project requirements, legend, and abbreviations.
 - Demolition Plan – identifying limits of demolition required for the project and specific items of demolition.
 - Horizontal Control/Site Plan – identifying project horizontal construction information, and surface improvements. This plan will identify required signage and striping improvements as well.
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- Plan and Profile Sheets – identifying existing and proposed finished surface profiles, horizontal and vertical locations of existing utilities in the area of work to the extent information is provided by utilities or field surveying. Design assumption for this task assumes that existing water, sewer, primary electric, gas and storm drain main alignments will remain unchanged by the realignment with the exception of replacing or resetting surface structures. New storm drain inlets and laterals are anticipated to be required with the realignment. New lighting, private (City of Sparks) electrical and conduit facilities as well as new irrigation facilities are anticipated to be required and are listed in the electrical and landscaping scopes within this task.
- Hardscape Pattern Plan – identifying proposed final surface treatments for Portland cement concrete, stamped concrete, concrete paver areas, and temporary interface or transition areas between the new street alignment pedestrian routes and adjacent, existing plaza areas.
- Erosion Control Plan – identifying temporary erosion control measures for construction.
- Construction Details – identifying structural sections for streets, pedestrian routes, and plaza area transitions, construction details for paver areas, Portland cement concrete paving areas and joints, necessary special details for facilities specific to the project, and standard details for public facilities.

Construction Specifications – CC will provide book specifications for necessary items in the scope of construction to include a Bid Schedule, Special Conditions, Technical Specifications and Bid Item Clarifications. Standard Specifications for Public Works Construction (SSPWC – Orange Book) will be utilized where sufficient. Electrical and Landscaping specifications will be provided as plan specifications. The City of Sparks will prepare all construction contracts and front-end bid documents.

Task 6 – Construction Documents – Electrical Engineering Services **\$12,240**

Electrical engineering services will be provided by Dinter Engineering Company (DEC) under subcontract with Christy Corporation. Electrical engineering services will involve coordination with utility companies to protect or relocate utilities, coordination with utilities for power to new area lighting and illumination calculations for area lighting. Electrical engineering services include one field investigation visit and two design meetings.

Task 7 – Construction Documents – Landscape Architecture Services **\$9,020**

Landscape Architectural Design Services will be provided by L.A. Studio Nevada (LASN) under subcontract with Christy Corporation. Landscape construction documents will be prepared as follows:

- Planting Plan & Specifications. The planting plan will indicate the type, location, size, and condition of all trees, shrubs, and groundcover, and plan specifications for proper installation.
 - Irrigation Plan & Specifications. The irrigation plan will depict irrigation for all landscaping listed above. The plan will schematically indicate the
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type and location of all irrigation appurtenances including piping, valve, controller, and emission devices.

- Construction Details. The detail plans will depict proper installation of all planting and irrigation.
- Landscape Water Demand. LASN will prepare an estimated landscape water demand for submittal to the water authority.

It is assumed that construction documents will be provided to the City of Sparks at 50% design, 90% design, and 100% design documents will be provided for bidding and construction.

Task 8 – Utility Relocation Design – Additive Work	\$9,000 T&M
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Assumptions for the design of utilities are stated in Task 5. Should utility relocations be required for any mainlines, the design will be completed under this task and incorporated into the plans outlined in Task 5. The cost and scope of any additive work under this task will be agreed to between City of Sparks staff and Christy Corporation prior to performing the work and will be limited to the total cost amount of this task. Additive work may consist of realignments of sewer or storm drain main infrastructure, new or realigned water mains, fire hydrants, or water services. Additive work may also include extensive coordination for new or relocated dry utilities including facilities for NV Energy, AT&T, and Charter Communications as approved by the City of Sparks. Prior to providing any services under this task or payment for services under this task, a written Authorization for Additive Work will be executed by Christy Corporation and City of Sparks.

Task 9 – Bidding Support	\$4,600 T&M
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CC will provide support to the City of Spark during bidding as outlined below.

During bidding, CC will issue bid documents to requesting bidders, maintain a bidder list, provide responses to RFIs, attend a pre-bid meeting, and issue required addenda. CC will assist the City of Sparks in evaluating bids. CC will prepare a conformed set of plans and specifications for construction following bidding for use during construction.

Construction support may be provided by separate purchase order following award of contract.

Task 10 – Reimbursable Expenses	\$2,000 T&M
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CC will bill reimbursables at cost to the client. Reimbursables include printing, copies, mileage and other job-related expenses. This task will be billed on a time and materials basis, as needed, not to exceed.

TOTAL SERVICES	\$90,900
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Assumptions

1. The services above shall be provided on a lump sum basis except for Tasks 1, 3, 8, 9, and 10 which will be billed on a time and materials basis, not to exceed.

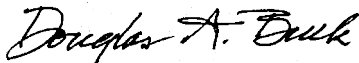
2. Client is responsible for direct payment of all application and permit and application fees and expenses unless specifically stated as part of the scope.
3. Traffic control plans will be provided by the contractor.
4. Bid set plan and specification printing costs to be paid by the bidding contractor.
5. Construction services including responses to RFI's, review of submittals, site visits, construction surveying and staking, construction contract administration, materials testing, and construction inspection will be performed by the City of Sparks or provided by separate proposal upon selection of the contractor and preparation of a construction schedule.

Schedule

Christy Corporation anticipates a notice to proceed and beginning work in early January. The design schedule is approximately 10-12 weeks including deliverables at 50%, 90%, and Construction Documents (100% design). This schedule assumes and includes a week of agency review time at 50% and 90% completion.

We are confident that Christy Corporation and our design team will provide the City of Sparks with a successful project and look forward to working with you.

Christy Corporation, LTD



Douglas G. Buck, P.E.
Engineering Manager

FEE SCHEDULE
EFFECTIVE JANUARY 1, 2019

CLASSIFICATION	STANDARD RATE
PRINCIPAL ENGINEER	\$205
SENIOR ENGINEER	\$180
SENIOR PLANNER	\$170
PROFESSIONAL LAND SURVEYOR	\$125 - \$155
PROJECT ENGINEER / SENIOR DESIGNER	\$125 - \$155
STAFF DESIGNER / STAFF PLANNER / CAD TECHNICIAN	\$105 - \$130
ADMINISTRATIVE ASSISTANT / PROJECT COORDINATOR	\$90
MATERIALS & DIRECT CHARGES	COST PLUS 10%
OVERTIME WORK	RATE PLUS 50%
PRINTS 24x36 – BLACK & WHITE	\$2.50 PER SHEET
PRINTS 30x42 – BLACK & WHITE	\$3.50 PER SHEET
PRINTS 24x36 – COLOR	\$3.50 PER SHEET
PRINTS 30x42 – COLOR	\$4.50 PER SHEET
AUTO MILEAGE WILL BE CHARGED AT THE IRS STANDARD RATE	.58 CENTS PER MILE

FEE SCHEDULE SUBJECT TO CHANGE JANUARY 1, 2020



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