

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada (“County”) and **Sparkflight Studios, LLC** (“Consultant”), collectively (the “Parties”).

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the “**River House Remodel Project**” (the “Project”); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit “A”, Scope of Work (the “Services”); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be October 15, 2024,

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than December 30, 2025, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A, Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Consultant’s compensation shall be determined on a time and material basis, in accordance with the Fee Schedule described in Exhibit “A”, which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of **\$338,000.00**. Consultant shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit A. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Consultant. The actual costs charged for the work by Consultant in accordance with this

provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after forty-five days.

3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than December 30, 2025. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient

Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 7 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor, is not entitled to benefits provided to employees of the County, is solely responsible for federal taxes and social security payments applicable to money received for services herein provided and understands the County will file an IRS Form 1099 for all payments made to Consultant. Consultant shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

ARTICLE 8 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

ARTICLE 9 - COUNTY'S RESPONSIBILITY

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

ARTICLE 10 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County.

ARTICLE 11 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

ARTICLE 12 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 13 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing on the date of delivery, or, if deposited in the United States mail, postage prepaid, to the address specified below, three days after the date of mailing:

To County:

Eric Crump, Director
Washoe County Community Services
1001 East 9th Street
Reno, NV 89512

To Consultant:

Anne Johnson, AIA - CEO, Principal
Sparkflight Studios, LLC
1489 W Warm Springs Road Suite 110
Henderson, NV 89014

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 14 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

ARTICLE 16 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

ARTICLE 17 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit, and then any other agreement / exhibits.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 19 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent

consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 20 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

ARTICLE 21 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. Exhibit “B” Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 22 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

More specifically and without limitation to the foregoing, in recognition of the limitations provided in NRS 338.155, Consultant is not required to defend County and the employees, officers and agents of the County with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of Consultant which are based upon or arising out of the professional services of Consultant. However, if Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney’s fees and costs to be paid to the County, as reimbursement for the attorney’s fees and costs incurred by County in defending the action, by Consultant in an amount which is proportionate to the liability of Consultant.

ARTICLE 23 - ORGANIZATION’S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this ___ day of _____, 2024

Dated this ___ day of _____, 2024

By _____

Chair,
Washoe County Commission

By _____

Anne Johnson, AIA - CEO
Sparkflight Studios, LLC

ARCHITECTURAL SERVICES FOR WOMEN'S CROSSROADS REMODELS

Part 2: DD - CA

Buildings 14 & 15 located at: 480 Galletti Way, Sparks, NV 89431

August 2024



Image: Vera Johnson Manor A Modernization



SPARKFLIGHT
STUDIOS
20 years



August 2024, REV 1

Proposal for Architectural Services for Women's Crossroads - PART 2 Buildings 14 & 15 DD - CA

Bill Wardell, CCM, Project Manager
Capital Projects Division
Community Services Department
1001 E. Ninth Street, Bldg. A
Reno, NV 89512

Dear Bill:

Sparkflight Studios, LLC is pleased to provide you with this proposal for architectural services for PART 2 Buildings 14 & 15: Design Development (DD) through Construction Administration (CA); located at APN 032-050-56, 480 Galletti Way, Sparks, NV 89431.

Scope of Services & Deliverables

Description of project: Women's CrossRoads provides recovery services for women in the Washoe County community transitioning out of homelessness. The Part 2 scope will consist of full professional services including documentation, permit submittal, and construction administration for improvements at Buildings 14 and 15 as a follow up to the Part 1 approved Schematic Design. Bid administration is performed by Washoe County (Owner); design decisions made by Owner during bid phase may result in additional services if re-design is required. The anticipated scope is to remodel the interiors and add an approximately 900 SF addition to make the facilities more functional for the County's programming. This proposal, and its associated schedule, assumes that the authority having jurisdiction (AHJ) is solely State of Nevada and State Fire Marshal and no entitlement processes are required; reviews by the City of Sparks are excluded.

The following proposal scope is for full professional services, Design Development through Construction Administration:

- Program consists of the areas and requirements identified in Feasibility Study report, dated August 2024, and confirmed with Schematic Design.
- Coordinate with building permit submittal requirements, including up to two (2) meetings with Authority Having Jurisdiction (AHJ) staff.
- Prepare progress sets at 30% CD (DD) client review and sign-off and 80% CD for client review and approval for permit/bid submittal.
- Up to a four (4)-hour 30% CD (DD), all-team kick-off meeting following SD sign-off (in-person).
- Architect shall conduct up to four (4) progress meetings with client, and up to two (2) site visits during design phases.
- Up to two (2) revised site layout schemes based on original configuration

- Review Estimate of Probable Construction Cost at 30% CD (DD), and 80% CD; estimates provided by Owner.
- An allowance of \$2,500 for reimbursables related to print documentation for deliveries, applications and permits is included.
- Prepare Permit set with wet-stamped prints and calculations as required by AHJ (SPWD, SFM); electronic or hardcopy submittal for building permit application.
- Prepare Bid Package including Book Specifications in electronic format for architectural and engineering consultants. Division 1 by Owner; provided to Architect for compilation. Bid issue and administration performed by Owner. Design decisions made by Owner during bid phase may result in additional services if re-design is required.
- Construction Administration Services are based on an estimated 135-day construction period and 30-day close-out period and pertain to Construction Documents prepared by A/E consultants: Response to RFIs; review of material, shop drawing, and inspection submittals; up to four (4) field observations, and one (1) punch inspection; review of operations & maintenance manual prepared by Contractor. Proposal is based on a single site visit covering multiple buildings; this may be re-negotiated depending on phasing needs. Architect shall conduct weekly construction administration meetings during first 6 weeks of NTP period (alternating between virtual and in-person), and then biweekly for duration of NTP; up to twenty (15) meetings for Architect, and up to three (3) meetings for Engineers.

Regarding all meetings: Unless otherwise specified, onsite meetings or meetings more than two (2) hours for the Architect are subject to Time and Materials charge, or a flat fee may be negotiated. Additional consultants available at hourly rates.

Architectural

Coordination of required subconsultants, preparation of design for Schematic Design through Bid Package, and full-service Construction Administration. Preparation of code and accessibility review; development of site plan and coordination of building utility entries; development of conceptual structural systems; floor, building, and roof plans; building sections; wall sections; building elevations; typical interior elevations; typical interior and exterior details; finish schedules; and door and window schedules as required for permit and bid submittals. Signage package including site, building, dwelling unit and amenity signage. Fundamental green building design and assessment including siting, response of façade to solar orientation, and recommendation of energy and water efficient systems. Preparation of service delivery schedule from design NTP through construction NTP.

Testing and Reports (NIC – by Owner)

Required testing and reports including, but not limited to, Title Report, Sewer Lateral Investigation Video, Geotechnical Report, Hazardous Material Testing, EPA Phase 1 report (if required), and QA Third-Party Testing or Commissioning (required by code, AHJ, or for quality control).

Civil

Preparation of Technical Drainage Study (TDS). Preparation of Water Network Analysis (WNA) and Technical Sewer Report (TSR). Preparation of SWPPP document. Preparation of improvement plans and processing through utility companies for submittal to City of Sparks for approval. Improvement plans include grading and topographic design with off-site utilities, on-site utility entrances, and plans and details for: accessible route elevations, hardscape sidewalks and patios, and parking lots, including new driveways. Wet and dry utilities coordination including mylars, utility service agreements, and capacity verification. Wet utilities include: Dry utilities include: gas company, power company, cable company, and internet provider. Boundary and topographic survey or ALTA survey is excluded. Traffic studies and reports are excluded. SWPPP Preparation is excluded.

Preparation of exhibits for Fire Review or Easements is excluded due to unknown extent; it is available as Additional Services on a time and material basis.

Landscape (NIC, offered as Additional Services: design through construction administration)

Preparation of conceptual landscape design including layout, planting plans and lists, identification of irrigation needs, fixtures, and amenities.

Fire protection engineering

Fire protection engineering including sprinklers, CO and smoke detectors, and required connected alarm systems. Permit set preparation to include design intent code sheets and fire alarm and sprinkler system conceptual drawings. Consultant will rely on fire hydrant flow test data for existing hydrants provided by AHJ. Limited rough-in field observations during construction. Full Construction Administration services, including Punch Observation, are excluded since final engineering will be a deferred submittal prepared by General Contractor. **Fire suppression systems are required.**

Mechanical, electrical and plumbing systems engineering

Prepare design for required building systems. Engineering for on-site utilities and point of connecting, including communications, site lighting, power, gas, water, and sewer. Provide information for electric, phone, CATV utilities gas, sewer and water utilities required by civil engineer including demand calculations, utility connection points, and meter and panel specifications. Preparation of utility company service agreements and processing for submittal to AHJ for approval is by civil engineer. Proposal is based on existing electrical system being modified to be compliant with current code; no new NVE service or application is required.

Permit set preparation to include required IECC electrical and mechanical equipment compliance calculations, IECC COMcheck building envelope calculations, load calculations and riser diagrams, ground design for overhead power transmission lines, and roof drain piping design. Intrusion alarm system design for perimeter doors; security/CCTV system design. Coordinate with owner for the conduit-only design and layout of all low voltage systems.

Structural engineering

Prepare design for required structural mitigation in existing buildings and structural system for new construction. Proposed structural systems are anticipated to be 1-story wood frame construction with prefabricated roof and floor trusses or slab-on-grade foundations; including standard roof openings for RTUs and any necessary mechanical equipment screening. Proposal assumes Geotechnical Report by Owner.

Exclusions:

- Construction administration record-keeping or meetings other than outlined above
- Testing and Reports, including services identified above
- Survey, including identification of easements and restrictions
- Traffic studies
- Landscape: Preparation of landscape plans for construction or bid
- Security Alarm design beyond Intrusion Alarm
- Low Voltage/Voice-Data/Audio-Video (A/V) design
- Photovoltaic system design
- Building Systems Commissioning, including support documentation
- Sustainability certification registration or coordination

Additional Services:

- Perform boundary and topographic survey including identification of easements and restrictions.

- Provide exhibits or assist with application completions for funding programs or grants
- Additional requirements beyond standard base services resulting from project funding

Schedule

Schedule to be updated following AHJ application approvals. Estimated start of Part 2 scope is October 22 with 11 months design through Bid Issue*, and 7 months construction. Full proposed schedule is attached. Phasing options may be explored with Owner-Builder and may impact fee. Schedule will be fine-tuned pending feedback from client.

*Extend encumbrance deadline, if possible, for contingency and unforeseen conditions.

Fee Summary

This proposal and its fees therein are limited to one phase of construction. Multi-phase construction processes are subject to additional services.

30% Construction Documents (DD)	35%	
80% Construction Documents (CD)	40%	
Bidding Assistance	0%	
Construction Administration	25%	
SUB TOTAL		\$312,000
8% Allowance: Reimbursables, Bidding Assistance, or Extended Construction Administration Services		\$ 26,000
TOTAL		\$338,000
Landscape (Additional Services)		\$ 14,375
Civil – Exhibit Preparation (Additional Services, T&M Allowance)		\$ 3,450

Reimbursables: Printing and delivery. Billed against Allowance at cost plus 10%.

Progress billings will occur monthly.

Copyright

Drawings and specifications remain the property of the design professional. Copies of the drawings and specifications retained by the owner may be utilized only for his or her use and for occupying the project for which they were prepared, and not for the construction of any other project.

Conclusion

We're pleased to present this proposal for Architectural Services and are prepared to begin work upon your notification. Please note that this proposal is subject to revision if the scope intent modifies significantly. Upon acceptance, we will anticipate a Purchase Order to update the current Part 1 agreement. This offer is good for 30 days from proposal date. Thank you again for your interest in our firm. I am available at (702) 553-3323 if you have any additional questions.

Sincerely,



Anne Johnson, AIA, NCARB, LEED AP
CEO | Principal
Sparkflight Studios LLC
anne@sparkflightstudios.com

Attachments:

Attachment A – Scope Map
Attachment B – Updated Schedule
Attachment C – Floor Plans

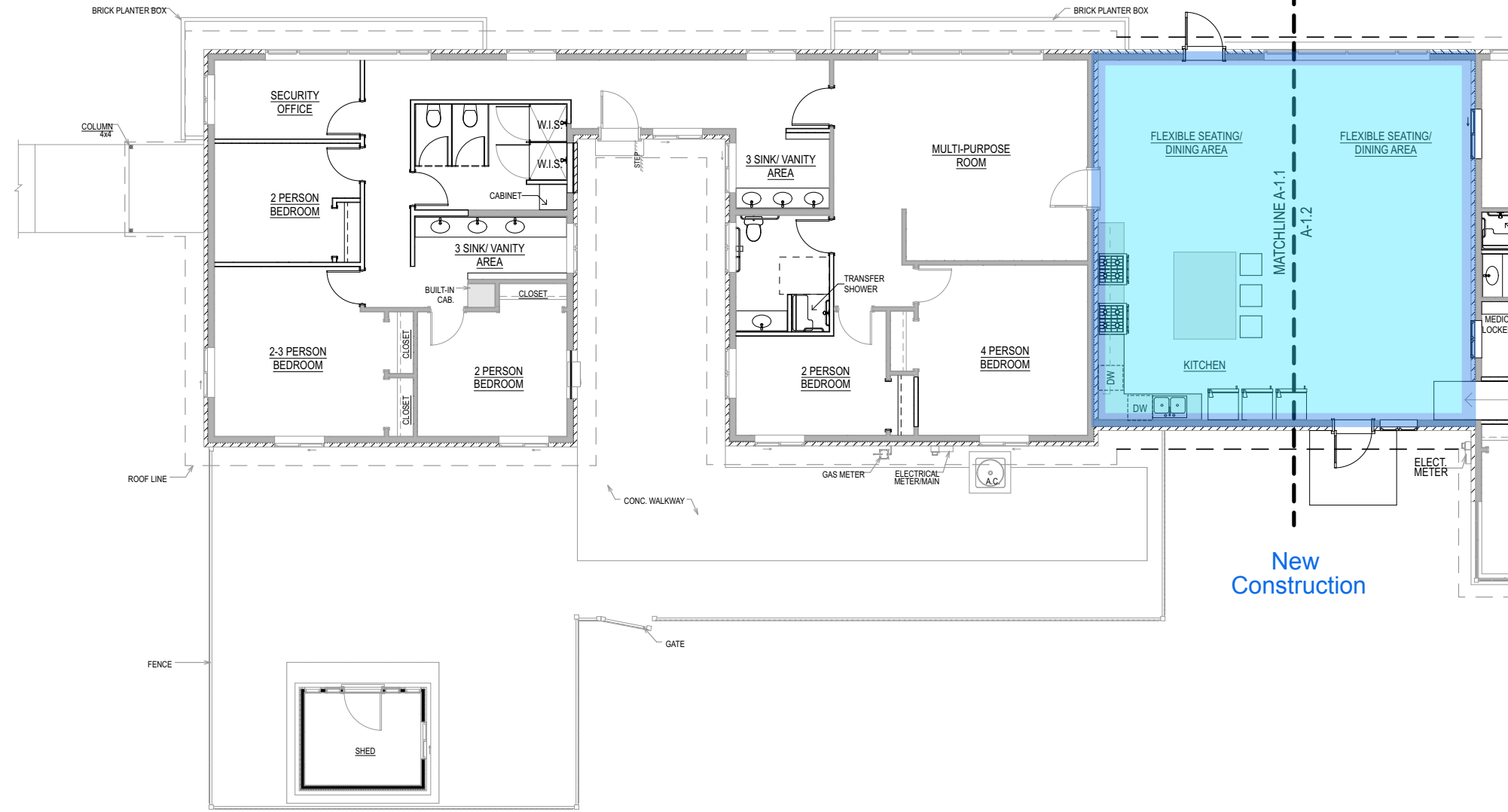
ATTACHMENT A

Site Map

480 Galletti Way, Sparks, NV 89431

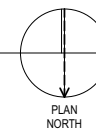


ATTACHMENT C



New Construction

1 PROPOSED FLOOR PLAN - BUILDING 14
SCALE: 3/16" = 1'-0"



Sparkflight Studios
1489 W Warm Springs Rd,
Suite 110,
Henderson, Nevada 89014
NV LIC. #5168

The use of these plans shall be restricted to the original project site for which they were created, and publication thereof is expressly limited to such use.
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Sparkflight Studios

Women's Crossroads
APN 032-050-56
480 Galletti Way
Sparks, NV, 89431

Washoe County Community Services Department and
Human Services Agency

SHEET TITLE

PROPOSED FLOOR PLAN - BUILDING 14

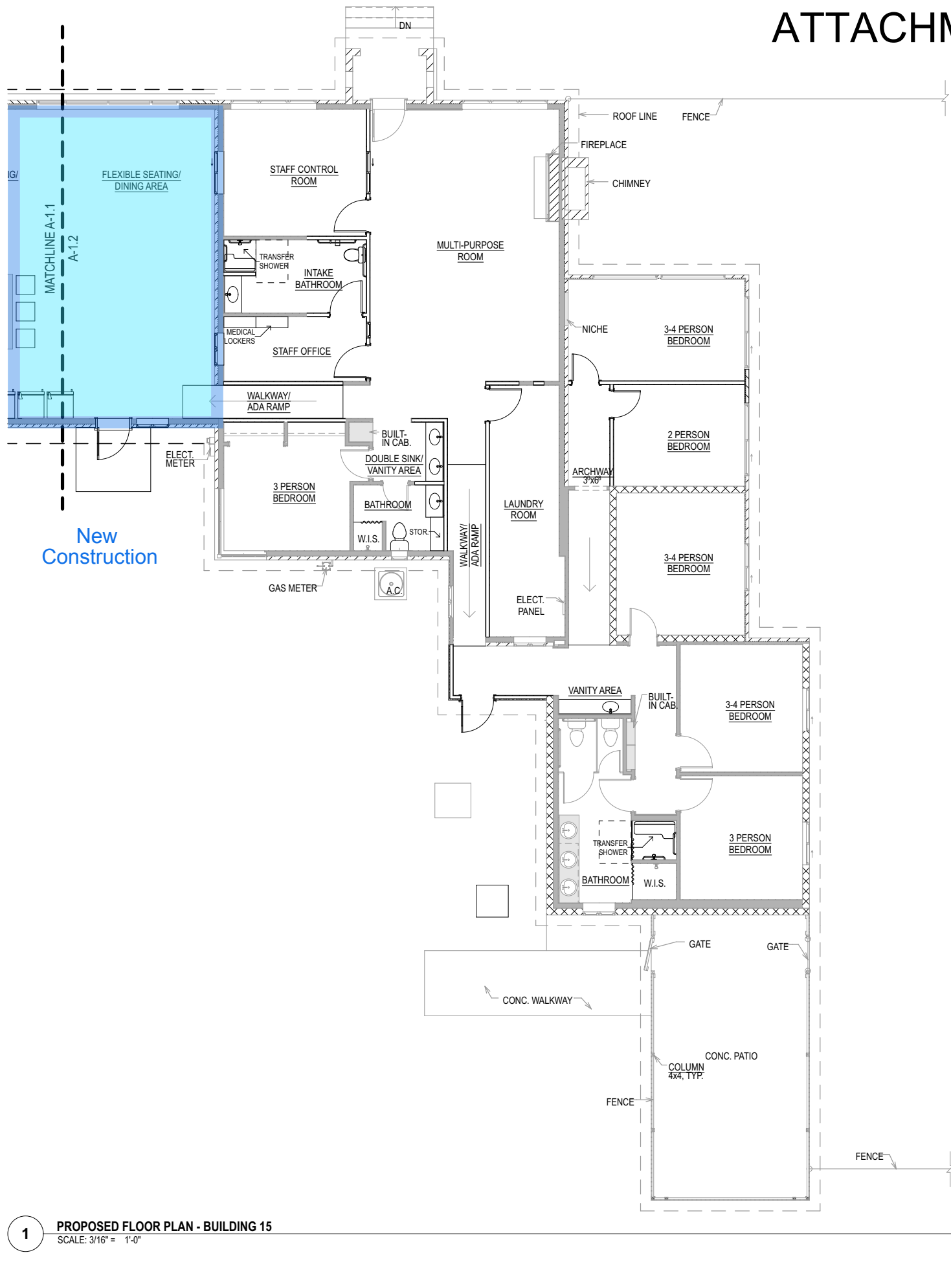
DATE OF ISSUE:

6/7/24

LAYOUT ID:

A-1.1

ATTACHMENT C



1 PROPOSED FLOOR PLAN - BUILDING 15
SCALE: 3/16" = 1'-0"



Sparkflight Studios
1489 W Warm Springs Rd,
Suite 110,
Henderson, Nevada 89014
NV LIC. #5168

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Women's Crossroads
APN 032-050-56
480 Galletti Way
Sparks, NV, 89431
Washoe County Community Services Department and
Human Services Agency

SHEET TITLE

PROPOSED FLOOR PLAN - BUILDING 15

DATE OF ISSUE:

6/7/24

LAYOUT ID:

A-1.2

EXHIBIT B

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR AGREEMENTS WITH DESIGN PROFESSIONALS WOMEN’S CROSSROADS REMODELS PART 2 BUILDINGS 14 & 15

INDEMNIFICATION

PROFESSIONAL Liability

PROFESSIONAL agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the employees or agents of the design professional in the performance of the contract. If the insurer by which the design professional is insured against professional liability does not so defend the public body and the employees, officers and agents of the public body and the design professional is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney’s fees and costs to be paid to the public body by the design professional in an amount which is proportionate to the liability of the design professional. (See: NRS 338.155)

As used in this section, “agents” means those persons who are directly involved in and acting on behalf of COUNTY or PROFESSIONAL, as applicable, in furtherance of the contract or the public work to which the contract pertains.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of PROFESSIONAL services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROFESSIONAL agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of PROFESSIONAL (or Sub-PROFESSIONAL, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of COUNTY.

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

GENERAL REQUIREMENTS

COUNTY requires that PROFESSIONAL purchase Industrial Insurance (Workers’ Compensation), General and Auto Liability, and PROFESSIONAL’S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by PROFESSIONAL, its agents, representatives, employees or Sub-PROFESSIONALS. The cost of all such insurance shall be borne by PROFESSIONAL.

INDUSTRIAL INSURANCE (WORKERS’ COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROFESSIONAL or any Sub-PROFESSIONAL by COUNTY. PROFESSIONAL agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this

Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If PROFESSIONAL is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should PROFESSIONAL be self-funded for Industrial insurance, PROFESSIONAL shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

PROFESSIONAL shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. 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.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. PROFESSIONAL Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase PROFESSIONAL'S insurance levels to meet minimum contract limits shall be borne by the PROFESSIONAL at no cost to the COUNTY.

PROFESSIONAL will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that PROFESSIONAL goes out of business during the term of this Agreement or the three (3) year period described above, PROFESSIONAL shall purchase Extended Reporting Coverage for claims arising out of PROFESSIONAL'S negligent acts, errors and omissions committed during the term of the PROFESSIONAL Liability Policy.

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL, including the insured's general supervision of PROFESSIONAL; products and completed operations of PROFESSIONAL; or premises owned, occupied or used by PROFESSIONAL. Any additional cost associated with this provision shall be the responsibility of COUNTY.
- b. PROFESSIONAL'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of PROFESSIONAL'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. PROFESSIONAL'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. PROFESSIONAL'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning PROFESSIONAL and insurance carrier. COUNTY reserves the right to require that the PROFESSIONAL'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

PROFESSIONAL shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. 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. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-PROFESSIONALS

PROFESSIONAL shall include all Sub-PROFESSIONALS as insureds under its policies or furnish separate certificates and endorsements for each Sub-PROFESSIONAL. Sub-PROFESSIONAL shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PROFESSIONAL shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROFESSIONAL, any Sub-PROFESSIONAL, or anyone employed, directed or supervised by PROFESSIONAL.

2. Nothing herein contained shall be construed as limiting in any way the extent to which PROFESSIONAL may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-PROFESSIONALS under it.
3. In addition to any other remedies COUNTY may have if PROFESSIONAL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order PROFESSIONAL to stop work under this Agreement and/or withhold any payments which become due PROFESSIONAL here under until PROFESSIONAL demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.