

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Reno, hereinafter referred to as the "CLIENT", and Brown and Caldwell, hereinafter referred to as "ENGINEER":

WITNESSETH:

WHEREAS, CLIENT desires to obtain Consulting Design Services for the Reno Stead Water Reclamation Facility Flow Shave Improvement Project, hereinafter referred to as "Project";

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

WHEREAS, the CLIENT has found ENGINEER qualified and experienced in the performance of said services;

WHEREAS, the CLIENT is desirous of engaging the services of ENGINEER to perform said services; and

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

ARTICLE I - SERVICES

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

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

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

ENGINEER is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work.

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

ARTICLE II - SCOPE OF SERVICES

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

ARTICLE III - COMPENSATION

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

A. Compensation to the ENGINEER shall be on the basis of time and materials per Exhibit A and the fee and rate schedule as set forth in Exhibit B.

B. Payments shall be made by the CLIENT based on itemized invoices from the ENGINEER which lists costs and expenses. Such payments shall be for the invoice amount.

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

D. The budget for total charges for services authorized by this Agreement is the not-to-exceed sum of \$434,000.00 and shall not be exceeded without authorization of the CLIENT. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. ENGINEER is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

ARTICLE IV - SCHEDULE OF WORK

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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

ARTICLE V - ASSIGNMENT OF AGREEMENT

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

ARTICLE VI- OWNER'S RESPONSIBILITY

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

ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE VIII - NOTICE

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

To ENGINEER:
Ronald L. Ablin, P.E.
Vice President
Brown and Caldwell
1325 Airmotive Way, Suite 215
Reno, NV 89502

To CLIENT:
Trina Magoon, P.E.
Director of Utilities Services
City of Reno
1 East First Street
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

ARTICLE IX - UNCONTROLLED FORCES

Neither CLIENT nor ENGINEER 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 it’s obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or personal for any of the supplies, material, accesses, or services required to be provided by either CLIENT or ENGINEER under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. ENGINEER shall be paid for services performed prior to the delay.

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

ARTICLE X- GOVERNING LAW

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

ARTICLE XI - SUCCESSORS AND ASSIGNS

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

ARTICLE XII - ASSIGNMENT

Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any rights under 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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subconsultants as she may deem appropriate to assist her in the performance of the Services hereunder.

ARTICLE XIII - INDEMNIFICATION

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

ENGINEER assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

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

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

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

ARTICLE XIV - INTELLECTUAL PROPERTY INDEMNITY

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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

ARTICLE XV – PAYMENT OF TAXES

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

ARTICLE XVI - INSURANCE

GENERAL REQUIREMENTS

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

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

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

Upon completion of the project, the contractor shall provide the CLIENT with a Final Certificate for itself and each Subconsultant which is prepared by the State of Nevada Industrial Insurance System. If the ENGINEER or Subconsultants are unlicensed and are a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

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

MINIMUM SCOPE OF LIABILITY INSURANCE

Coverage shall be at least as broad as: *

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

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

The Additional Insured Endorsements for General Liability shall be at least as broad as the unmodified ISO CG 20 10 04 13 and ISO CG 20 37 04 13 endorsements, or equivalent. The certificate shall confirm Excess Liability is following form.

*Coverages may be excluded only with prior approval of the CLIENTS' Risk Managers.

Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CLIENT. ENGINEER will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the project unless waived by the CLIENT. In the event the ENGINEER goes out of business during the term of this Agreement or the six (6) year period described above, ENGINEER shall purchase Extended Reporting coverage for claims arising out of ENGINEER's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

MINIMUM LIMITS OF INSURANCE

ENGINEER shall maintain limits no less than:

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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

2. ENGINEER's Errors and Omissions Liability: \$2 million per claim and \$4 million as an annual aggregate during the term of this Agreement and for six years after the completion of the project, with each subsequent renewal having a retroactive date which predates the date of this Agreement. The ENGINEER may purchase project insurance or obtain a rider on her normal policy in an amount sufficient to bring ENGINEER's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CLIENT. Should the CLIENTS' Risk Managers require project insurance, project insurance shall be purchased and premium costs shall be borne by the CLIENT. CLIENT retains option to purchase project insurance through the ENGINEER's insurer or through its own source.

DEDUCTIBLES OR SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

General Liability Coverages

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

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

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

The ENGINEER'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.

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUBCONSULTANTS

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

Miscellaneous Conditions

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

ENGINEER shall be responsible for and remedy all damage or loss to any property, including property of CLIENT, caused in whole or in part by the ENGINEER, any subconsultant, or any

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

employee, directed or supervised by ENGINEER, except damage of loss attributable to faulty drawings or specifications.

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

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

ARTICLE XVII - LITIGATION

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

ARTICLE XVIII - TERMINATION OF WORK

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

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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

In the event the Agreement is terminated by CLIENT for cause, including performance deemed unsatisfactory by CLIENT, or ENGINEER failure to perform, or other cause created by ENGINEER, CLIENT may withhold and offset against any payments otherwise due and/or seek recovery from ENGINEER for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; value of CLIENT's time spent in correcting the work or problem; any increase in cost resulting from the problem or work; and any other costs which result from such termination. Subject to the terms herein, ENGINEER will be paid for services performed prior to termination.

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

ARTICLE XIX - PROFESSIONAL SERVICES

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

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

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

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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project
responsibility is assumed by the ENGINEER for use of reports for purposes of facility design by others.

ARTICLE XX – PROPERTY: COPYRIGHTS

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

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

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

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

ARTICLE XXI - RIGHTS OF ENGINEERS AND EMPLOYEES

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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

ARTICLE XXII - SERVICES BY CLIENT

It is understood and agreed that the CLIENT shall, to the extent reasonable and practicable, assist and cooperate with the ENGINEER in the performance of ENGINEER's services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, environmental

approval, right of access to work sites; providing material available from the CLIENT's files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal requirements in connection therewith; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

ARTICLE XXIII - DISPUTE RESOLUTION PROCEDURE

1. If disputes arise under this Agreement, the parties agree to attempt to resolve such disputes through direct negotiations or if such negotiations are not successful, by non-binding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.
2. Neither party in an action to enforce the Agreement shall be entitled to recover attorney's fees or costs.

ARTICLE XXIV - NO UNFAIR EMPLOYMENT PRACTICES

1. In connection with the performance of work under this Agreement, Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, veteran status, or any other protected class status applicable under federal, state or local law, rule or regulation. Such Agreement shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. ENGINEER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.
4. As used in this Article, Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.
5. Any violation of these provisions by ENGINEER shall constitute a material breach of contract.

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

ARTICLE XXV - AMERICANS WITH DISABILITIES ACT

1. To the extent applicable for the Project, ENGINEER and its subconsultants shall comply with the terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

ARTICLE XXVI - GENERAL PROVISIONS

1. Integration. This Agreement, including the Exhibits and the Recitals, all of which are true and correct and are incorporated by reference as a part of this Agreement, constitutes the complete and integrated Agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
2. Severability. The legality of any provision or portion of this Agreement shall not affect the validity of the remainder.
3. Amendment. This Agreement shall not be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties.
4. No Third Party Benefit. This Agreement is a contract between CLIENT and ENGINEER and nothing herein is intended to create any third party benefit.
5. Governing Law and Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of Nevada. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

ARTICLE XXVII - DUE AUTHORIZATION

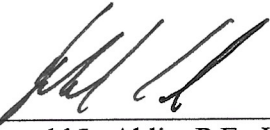
Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf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

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

Brown and Caldwell Agreement – RSWRF Flow Shave Improvement Project

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

ENGINEER

By:  10/19/23
Ronald L. Ablin, P.E., Vice President

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

By: _____
Mikki Huntsman, Reno
City Clerk

APPROVED AS TO FORM:

By: _____
Susan Ball Rothe
Deputy City Attorney



1325 Airmotive Way, Suite 215
Reno, NV 89502
775.834.0165

Exhibit A – Scope of Work

Reno Stead Wastewater Reclamation Facility Solids Pump Station Upgrade

City of Reno Utility Services

June 8, 2023

Project Overview

Brown and Caldwell (BC) has prepared the following scope of work for design and construction services associated with long-term flow-shaving (LTFS) capacity of screened and degritted raw influent wastewater from the Reno Stead Wastewater Reclamation Facility (RSWRF) to the Truckee Meadows Wastewater Reclamation Facility (TMWRF).

The scope presented in this proposal is for continuation of the RSWRF LTFS based on the study and recommendations completed in the initial phase. The City of Reno (CR) retained BC in 2018 to complete a study and design services to develop two phases 1) interim short-term and 2) longer-term alternatives for flow-shaving screened and both non-degritted and degritted wastewater at the RSWRF. The second phase will increase the LTFS capacity by increasing the pumping capacity at the solids pump station (SPS). The second phase of the LTFS was suspended for a major plant capacity upgrade that doubled the plant treatment capacity from approximately 2 mgd to 4 mgd.

With completion of the plant upgrade, CR has requested BC complete the second phase for the LTFS selecting the 700 gpm SPS pump system alternative upgrade. This scope is for design and construction support services for the SPS pump replacement alternative using the 700 gallon per minute (gpm) mid-sized progressing cavity pumps alternative from the reference technical memorandum (TM).

Specifically, for the SPS improvements from the reference TM the progressing cavity pumps will entail:

- Replacing the existing SPS progressing cavity pumps with mid-sized progressing cavity pumps that have a total capacity of 700 gpm.
- The maximum capacity of mid-sized SPS pumps would be approximately 350 gpm each, with a firm capacity of 700 gpm using a two duty, one standby configuration. The new pumps are slightly longer and wider and will require modification to the discharge piping and pump bases.
- Evaluate the electrical capacity to support the upgraded pump loads and provide technical evaluation and recommended upgrades necessary to support the increased loads.
- The pumps could be replaced one at a time to minimize facility downtime.

The project elements include:

- 1) Develop a Basis of Design Report (BODR), that will include the following analysis and evaluations:
 - (a) Perform hydraulic modeling including surge analysis for the LTFS SPS. The hydraulic modeling will help identify any downstream effect on Golden Valley Lift Station (GVLS) and Identify SPS operational strategies for mitigating increased flow-shaving impacts to GVLS. Surge analysis will help identify if existing surge suppression facilities are adequate to mitigate transient pressures in the SPS system given the increase in flow capacity.
 - (b) Evaluate necessary modification required to the pump bases and discharge piping based on the selected pumps.
 - (c) Evaluate necessary modification required to the SPS electrical and controls including conduit size for new wiring and installation of VFDs in the existing Machine Control Center (MCC).
 - (e) Evaluate any hindrances for the above improvement due to the recent plant expansion to 4 mgd including non-degripped flow from the Headworks to the DPS.
- 2) Develop detailed design drawings and specifications for existing SPS improvements to increase capacity to 700 gpm.

Scope of Work Summary and Work Breakdown Structure

BC's scope of work for the RSWRF SPS Upgrade is organized into the following phases and tasks:

RSWRF SPS Upgrade Project Tasks	
Phase 1.0	Project Management and Coordination
	Task 1.1 Project Management Task 1.2 Coordination Meetings
Phase 2.0	Develop BODR to improve SPS
	Task 2.1 Perform Hydraulic and Transient Modeling Task 2.2 Evaluate existing electrical capacity at SPS Building Task 2.3 Validate Replacement of the Existing SPS Pumps with Mid-Capacity Progressing Cavity Pumps Task 2.4 BODR
Phase 3.0	Design and Bid Document Preparation for SPS
	Task 3.1 30% Design Submittal Task 3.2 90% Design Submittal Task 3.3 Bid Set Submittal
Phase 4.0	Bid Services
Phase 5.0	NDEP Coordination Meetings & Submittals & Building Department Submittals
Phase 6.0	Construction Management limited to Submittal Review, Response to Contractor Questions, Change Order Assistance, and Record Drawings
Phase 7.0	Owner Contingency

Phase 1.0 Project Management and Coordination

Task 1.1 Project Management

BC's Project Manager (PM) will be the primary point of contact for CR. The PM is responsible for managing staff resources, budget, subconsultants, and corresponding regularly with the CR.

The PM will prepare and submit monthly invoices, progress reports and monthly schedule updates to document all work performed. The budget associated with Task 1.1 assumes a project duration of 18 months (including 11 months for design, bid phase, notice to proceed, and 7 months for construction).

Task 1.2 Coordination Meetings

BC will prepare agendas, attend, and distribute meeting minutes for up to 24 bi-weekly project meetings. Meetings will be attended by the BC PM and up to two additional BC staff by Microsoft Teams conference call. The minutes of the meetings will be prepared and distributed to attendees by BC. BC anticipates and has budgeted for the following meetings:

- **Kick-off Meeting:** Schedule and conduct a project kick-off meeting with the CR. Meeting agenda items will include the following:
 - Introduction of the project team
 - Establish primary lines of communication
 - Review project purpose and background
 - Affirm and review the project scope
 - Review project schedule
 - Obtain background information
 - Identify and discuss issues related to the project.
- Complete site visits with two local BC staff and one additional BC staff from out of town
- BC internal project coordination meetings
- **Deliverable Review Meetings:** Schedule and conduct the deliverable review meetings and workshops identified in subsequent tasks.

Phase 2.0 Prepare BODR

The Basis of Design Report will specifically address increasing the pump capacity of the

Task 2.1 Hydraulic and Transient Modeling

The hydraulic modeling is required to evaluate the impact to the existing force main system and the existing pump stations that share the force mains (SPS, GVLS, proposed Flow-Shaving Pump Station). BC will update the current model for any modifications from the recent plant expansion to confirm the model for the pump station and force main network to evaluate the following items:

- 6-inch and 8-inch SPS force main pressures and fluid velocities, total length 20,500 feet
- 10-inch SPS force main pressures and fluid velocities, total length 250 feet
- 12-inch Golden Valley force main pressures and fluid velocities, total length 4,800 feet
- Proposed in-plant force main sizing, pressures, and fluid velocities
- Pump suction piping velocities and net positive suction head available
- Existing SPS surge tank performance
- Diurnal raw sewage supply

- Surge analysis for existing and proposed force mains to determine the current capabilities of the existing SPS surge tanks.

Task 2.2 Evaluate SPS Existing Electrical Load Capacity for Proposed Improvements

The existing electrical load capacity will be evaluated for the increased pump loads. BC will include a site visit and provide a technical evaluation of the existing capacity and recommendations for facilitating the increased pump load.

Task 2.3 Validate Replacement of Existing SPS Pumps with Mid-Capacity Progressing Cavity Pumps

The SPS has three, 50-horsepower Moyno progressive cavity pumps, each rated for 0.25-mgd at 205 pounds per square inch (psi). This station has a rated peak capacity of 0.5-mgd. BC will evaluate replacing the existing pumps with three 350 gpm capacity progressive cavity pumps to allow the pump station to serve as the Flow-Shaving Pump Station as well as the WAS DPS. The design will improve flow capacity to achieve a 700 gpm with two pumps operating and one lag pump. This alternative assumes that screened and non-degripped raw sewage will be delivered to the SPS wet well (Clarifier 1) via the DPS.

The system will be evaluated for the following design considerations:

- Pump suction piping and net-positive suction head limitations with the existing 8-inch WAS pipeline
- Influent grinder/macerator capacity
- Existing motor control center (MCC) and electrical infrastructure capacity
- Electrical Controls and VFD installation in the existing MCC
- Floor space and maintenance access
- Pressure-relief valves and piping
- Surge tanks and compressors
- 6-inch and 8-inch SPS force main discharge piping flow velocities and pressures

Task 2.4 Basis of Design Report

BC will prepare draft and final BODR summarizing hydraulic and transient modeling results, design validation for the SPS, and a planning-level construction cost estimate.

Conduct BODR Review Meeting. BC will conduct a draft BODR review meeting at RSWRF attended in-person by BC's local PM and others by phone, as appropriate.

BC will meet with CR to review the draft BODR. Key subjects to be discussed and confirmed in basis-of-design development meetings and documented in the BODR include:

- Finalizing design criteria
- Determine and locate existing power sources and available capacity
- Determine and locate points of connection to plant SCADA
- Development of preliminary P&IDs and process schematic
- Provide a draft electrical load study to indicate additional power requirements for the new equipment being connected

Opinion of Probable Construction Costs. BC will prepare a Class 4 Project Planning Level Estimate in accordance with the Advancement of Cost Engineering International (AACE) with an estimated -30% to +50% accuracy range.

Quality Control Review. BC will perform quality-checking of the BODR, design calculations specifications and drawings during development and at each project deliverable.

Prepare Final BODR. BC will incorporate review comments on the draft BODR and prepare a final BODR. The Alternatives Analysis TM will be included as an appendix to the BODR.

The final BODR will incorporate draft BODR review comments.

Deliverables

- Draft and final BODR summarizing hydraulic modeling results, electrical load evaluation, design validation review with recommended improvements and planning-level cost estimates. It will also include a list of drawing sheets and specifications for the project, and major equipment and critical instrument cut sheets.
- Five paper copies of the BODR and one electronic copy will be submitted.

Phase 3.0 Design and Bid Document Preparation

BC will prepare a plans and specifications suitable for bidding. Adjustment to this scope will be made as required if there is a change in the base assumptions. The 30% design submittal include the following:

Task 3.1 30% Design Submittal

BC will prepare a 30% design submittal that includes Civil, Process Mechanical, Process and Instrumentation diagrams (P&IDs), and Electrical drawings and specifications. Specific design drawings are listed in Attachment A and summarized below:

Demolition

- SPS pumps

Civil

- General site plan

Structural

- SPS Demolition/Reconstruction pumps pedestals

Mechanical

- SPS Demolition/Reconstruction plan and sections

P&ID

- SPS P&ID

Electrical

- Electrical site plan and/or power plan
- SPS electrical single line diagram
- SPS Load Calculations

- **Opinion of Probable Construction Costs.** BC will prepare a Class 3 Project Planning Level Estimate in accordance with the Advancement of Cost Engineering International (AACE) with an estimated -20% to +30% accuracy range.
- **Quality Control Review.** BC will perform quality-checking of the 30% design, design calculations specifications and drawings during development and at each project deliverable.
- **30% Design Drawings and Specifications and Review Meeting.** The 30% design will include design drawings and specifications; and a planning-level opinion of probable construction costs using the document developed under Task 3.1. BC will meet with CR to review the draft 30% design. BC assumes 3 people for 2 hours each for this virtual meeting. CR's review comments will be discussed and incorporated in the 90% design.

Deliverables

- Include design as per BODR
- 30% design submittal plans and specifications (electronic version and three hard copies of half-size drawings and three hard copies of specifications)
- Meeting agendas and minutes
- Construction cost estimate
-

Task 3.2 90% Design Submittal

Services provided under this task include the cost estimate and preparation of draft and final 90% plans and specifications.

- **Opinion of Probable Construction Costs.** An estimate of probable construction cost will be updated from the 30% estimate for the 90% design estimate and remain at Class 2 in accordance with AACE criteria, with an approximate accuracy range from -15 to +20%.
- **Submittal Review Meeting.** Upon completion of the 90% design submittal, a 90% submittal presentation workshop will be conducted to present the major elements of the design. The purpose of the workshop is to review any the major design changes made since the 30% submittal. The focus of the workshop will be on structural, electrical and instrumentation elements of the design.

Approximately 1 week after receipt of review comments from RSWRF staff, BC will conduct a 90% submittal review workshop to go over any comments requiring further discussion. BC team attendance is based on comments that need to be discussed at the workshop. BC assumes 3 people for 2 hours each for this virtual meeting.

- **Quality Control Review.** BC will perform quality checking of the 90% design submittal (plans and specifications), design calculations and drawings during development to verify that the deliverable and supporting documentation conform to applicable and reasonable standards relative to their intended purpose and meet CR and BC's requirements.
- **90% Plans and Specifications.** BC will incorporate the CR's 30% plans and specifications comments and will prepare 90% plans and specifications. In addition to incorporating CR comments, the 90% package will incorporate the CR front-end specifications and additional structural, electrical, and mechanical details not included in the 30% submittal. The preliminary drawing list is included as Attachment A showing the drawings that will be provided as part of the 90% design submittal.

BC will submit the 90% design review plans and specifications to the NDEP for review on behalf of the CR. The CR will provide BC with any NDEP review comments.

Deliverables

- Responses to 30% design submittal review
- 90% design submittal plans and specifications (electronic version and three hard copies of half-size drawings and three hard copies of specifications)
- Meeting agendas and minutes
- Updated construction cost estimate

Task 3.3 Bid Set Submittal

BC will incorporate the CR's 90% plans and specifications comments and will prepare Bid Set plans and specifications. The design development assumed at this stage is minimal and limited to minor

clarification changes to plans and specifications with no changes to the design concepts or Project elements. The Bid Set plans and specifications will be advertised by the CR.

BC will submit the Bid Set plans and specifications to the NDEP for review on behalf of the CR. The CR will provide BC with any NDEP review comments.

Deliverables

- Responses to 90% design submittal review
- Bid Set plans and specifications ready for bidding (electronic version and five half-size copies, six half-size wet-stamped originals, six sets of specifications)

Phase 4.0 Bid Services

Services provided under this task include bid period support and preparation of addendum and conformed drawings and specifications. Bid period services are provided for the Longer-Term Project Construction and Bid documents.

- **Bid Period Support.** BC will assist CR with addressing contractor questions during the bidding period. BC will provide responses to contractor questions and will identify any responses that require an addendum. BC will track questions and answers on a spreadsheet that will be provided to the CR as needed.
- **Prepare Addendum.** Scope includes preparation of four addendums, as needed, to support the bidding process for the two projects. We have estimated up to 24 hours engineering and CAD drafting for this effort.
- **Conformed Drawings and Specifications.** BC will produce conformed drawings and specifications incorporating any addenda. We have estimated approximately 40 hours of engineering and CAD time to complete conformed drawings and specifications. Deliverables include electronic versions (CAD and PDF), and five sets of specifications, five half-size plans, and two full-size plans with addenda incorporated into the plans and specifications. Upon the CR's request, one set of hard copy plans and specifications will be provided in their final "AS-BID" format with separate addenda and will be labeled "CONFORMED".

Phase 5.0 NDEP Coordination Meetings & Submittals & Building Department Submittals

BC will prepare for and attend one meeting with NDEP and the CR in support of the Flow Shaving Pump Station projects. It is assumed these meetings will occur in Carson City, Nevada, and be attended by BC's PM and one local engineer. In addition, BC will submit project documents to NDEP at the milestones referenced above. It is assumed that the submittals will include a cover transmittal letter and documents already being prepared as part of this scope. If additional documents are required by NDEP they can be provided as part of the Contingency task.

As directed by the CR PM, BC will provide project documents to the CR Building Department for review. Three 22 x 34 plan sets and specifications per submittal (2 wet-stamped) will be provided. It is assumed that each of the two projects will require only one building department submittal.

Phase 6.0 Construction Management - Submittal Review, Response to Contractor Questions, and Change Order Assistance

BC will support construction management with reviews of shop drawings, submittals, equipment cut sheet, which the Contractor submits in conformance with the Technical Specifications. Assist the CR in responding to up to 10 contractor requests for information (RFI), 20 submittal reviews with up to

one resubmittal review each, and up to two contractors change order requests. Assumes bi-weekly visit to the site during construction, and a site visit for substantial completion to prepare a final check list for Contractor's project completion. This phase also includes the preparation of final record drawings. Effort required that exceeds this task budget will require an amendment to increase budget.

Phase 10.0 Owner Contingency

The Owner contingency is included to account for changes, delays, or additional services required by CR consistent with the general scope of this project. The contingency will only be used upon written or email approval from CR's PM and up to the limit of the budget.

Assumptions and Exclusions

The following lists assumptions and exclusions based on discussions with CR and RSWRF staff and BC's understanding of the project:

- CR will provide existing record drawings from all construction projects related to the RSWRF in AUTOCAD (where available) and PDF format to be used as backgrounds for the design drawings.
- Assumes existing SPS surge tanks are sufficient for the 700-gpm flow capacity.
- Assumes no modification required for DPS pumps and discharge piping.
- Excludes survey and assumes that existing record drawings will be adequate to represent existing conditions, this includes electrical and instrumentation. CR will provide record drawings of currently existing conditions.
- CR will provide the geotechnical investigation from the 2004 or latest relevant RSWRF Expansion plans.
- CR will provide Bid Document templates.
- Design drawings will be generated in AutoCAD 2D on CR's standard title block using BC templates and standards and will utilize 22-inch x 34-inch standard drawing sheet size to be reproducible at half-scale on an 11-inch x 17-inch sheet. Navisworks or three-dimensional modeling is not proposed for this project.
- CR will pay directly for all permits and review fees associated with the project.
- Excludes SCADA programming and graphics services. CR's Contractor integrator will provide programming and integrating new pumping station into their plant control system.
- Excludes the design for new PLC cabinet and hardware should there need to be additional I/O cards, network connection points or other modifications to the existing PLC. Additional design drawings will require additional funding.
- The existing site electrical infrastructure has a capacity to include the new loads associated with the mid-capacity sludge pump station.
- Nevada Energy's engineering costs for preparing plans and specifications for upsizing electrical service are not included in the cost and additional funding will be required if this is required.
- Assumes one week review for CR at BODR, 30% and 90% design submittal.

Schedule

The preliminary schedule is presented below. A detailed schedule will be submitted prior to the project kick-off meeting.

Phase 100

Week 0–Project Kick-off

Phase 200

Week 2–Hydraulic and Transient Modeling

Week 4–Validate Installation of Mid-Capacity Progressing Capacity Pumps

Week 8–Basis of Design Report

Week 10–Conduct BODR Review Workshop

Phase 300

Week 12–Start 30% Design Submittal

Week 20–Submit 30% Design Submittal

Week 21–30% Design Review Meeting

Week 22–Start 90% Design Submittal

Week 32–Submit 90% Design Submittal

Week 33–90% Design Review Meeting

Week 35–Bid Set Submittal

Phase 400

Week 40–Bid Services

Week 44–Conformed Set

Week 46–Contractor Notice to Proceed

Phase 500

This phase will be completed in parallel between Week 2 and Week 46

Compensation

Compensation shall be on a time-and-materials basis per BC's attached level of effort/rate table (Attachment B) for an amount not-to-exceed that shown in the following table. Although items are estimated by task, BC may transfer funds between tasks as project developments require, except for the Owner Contingency Task. For the purposes of compensation development, BC assumes the 700 gpm pumps are constructible within the existing SPS structure. Adjustment to compensation will be made as required if there is a change in the base assumptions.

Phase	Task Description	Total Labor Effort, \$	Subconsultant, \$	Total Effort, \$
1	Project Management & Coordination Meeting	52,000		52,000
2	Basis of Design Report	87,000		87,000
3	Design & Bid Documents	147,000		147,000
4	Bid Services	11,000		11,000
5	NDEP, Building Department Coordination & Submittals	5,000		5,000
6	Construction Management	92,000		92,000
	TOTAL-BASE	\$394,000		\$394,000
7	Owner Contingency	40,000		40,000
	TOTAL	\$434,000		\$434,000

Attachment A: Preliminary Drawing List

RSWRF SPS Improvements

Drawing List

Sheet Number	Drawing Number	Drawing Title
1	G-1	Title Sheet
2	G-2	General Notes, Abbreviations, and Legend
3	G-3	Hydraulic Profile and Design Criteria
4	G-4	General Site Layout
5	S-1	General Structural Notes and Special Inspections
6	S-2	Structural Standard Details
7	S-3	Structural Demolish/Reconstruct SPS Pumps Pedestal
8	S-4	Structural Details - 1
9	P-1	Process and Instrumentation Symbols, Abbreviations and Legends
10	P-2	SPS P&ID
11	P-3	Msc. Equipment P&ID (Surge Tanks, Air Compressor, etc.)
12	M-1	Mechanical Notes and Specifications
13	M-2	Mechanical Legend and Abbreviations
14	M-3	Mechanical Demolish Plan
15	M-4	Mechanical Plan and Section - SPS
16	M-5	Mechanical Details 1 - SPS
17	M-6	Mechanical Details 2 - SPS
18	E-1	General Electrical Notes, and Specifications
19	E-2	General Electrical Symbols and Legends
20	E-3	Demolition Electrical Plan - Sludge Pump Station (SPS)
21	E-4	Electrical One-Line Diagram - SPS
22	E-5	MCC and Switch Board Elevation and Panelboard Schedule - SPS
23	E-6	Control Schematic - SPS
24	E-7	Power and Grounding Plans - SPS
25	E-8	Electrical Details-1
26	E-9	Electrical Details-2

Attachment B: BC Rate Table/Level of Effort

Attachment B - Level of Effort - Reno, City of (NV) -- RSWRF Flow Shave Project

		Daugherty, Erin	Houston, Susan C	Mattucci, Richard A	Low, Edmond J	Gupta, Alok K	Hunt, Robert D	Chandler, Kenneth W	Abraham, Shajan	Smith, Quentin A	McDonnell, Gerald F	Shadan, Farshid F	Garber, Michael	Austin, Richard H	Tollstrup, Allison L	Glushko, Maksim	Billing, Brandon M	Poladia, Nitesh J	Couch Ramirez, Stefani C		
Phase	Phase Description	PM	PA	CM	SME - Proch/Me ch	Proch/Me ch Lead	Proch/Me ch Designer	SME I&C	I&C Lead	Designer Electrical & I&C	CAD Lead	SME- Electrical	Electrical Tech	SME - Structural	Sr. Structural	Structural Designer	Hydraulics	Cost Estimate Lead	Cost Estimator	Total Labor Hours	Total Labor Effort
		\$187.00	\$107.00	\$284.00	\$284.00	\$195.00	\$187.00	\$284.00	\$216.00	\$157.00	\$216.00	\$284.00	\$129.00	\$241.00	\$187.00	\$187.00	\$216.00	\$241.00	\$187.00		
100	Project Management and C	156	24	0	4	32	0	0	20	0	0	5	12	4	22	0	0	0	0	279	51,482
200	BODR to Improve SPS	24	20	8	12	80	32	4	20	20	8	8	86	4	16	16	56	12	40	466	86,998
300	Design & Document Prep-S	72	0	0	18	76	56	24	40	192	32	22	142	9	40	36	0	8	40	807	146,735
400	Bid Services	24	0	0	2	12	8	0	2	4	2	2	4	0	0	0	0	0	0	60	11,468
500	NDEP Coordination	8	0	4	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	24	4,972
600	Construction Management	60	0	80	40	72	36	0	4	42	4	12	108	0	0	0	4	0	0	462	92,598
GRAND TOTAL		344	44	92	76	284	132	28	86	258	46	49	352	17	78	52	60	20	80	2,098	394,253

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.