

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF RENO, hereinafter referred to as “CITY” and ODYSSEY ENGINEERING, INCORPORATED, hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure engineering design services for the Pembroke Flatfields, hereinafter referred to as “PROJECT.”

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

1.1 The CONSULTANT shall serve as the CITY’s consultant of record and shall give advice to the CITY during performance of services to which this Agreement applies.

2. Basic Services.

2.1 The CONSULTANT will perform the services described in Exhibit A which is attached and incorporated herein by this reference as part of this agreement.

2.2 The CONSULTANT will not change its Project Manager without written approval from the CITY.

3. CITY Responsibility.

3.1 The CITY shall designate a Project Manager to act as the CITY’s representative with respect to the work performed under this Agreement.

3.2 The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of a problem with the project.

4. Authorization, Progress and Completion.

4.1 By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Article 2.1 as needed per Exhibit A.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 is based on time and materials in the not-to-exceed amount of \$385,200.00 as provided for in Exhibit B.

5.2 Invoices for services rendered shall be submitted monthly. Payment by the CITY will be made within thirty (30) calendar days of receipt.

6. Special Services.

6.1 No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". **The supplemental agreement must be executed prior to the commencement or performance of any additional work. In the absence of an approved supplemental agreement, CITY shall not be obligated to reimburse CONSULTANT for amounts in excess of the not-to-exceed amount set forth in this Agreement, whether or not those excess costs were incurred during the course of this Agreement.**

7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITY, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITY.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITY. The CONSULTANT may not use this information, conclusions, or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

8. Ownership of Documents.

8.1 Originals of all records, reports and other documents of service prepared by the CONSULTANT shall be property of the CITY. All said documents of service shall be made available to the CITY during the course of and for use in the performance of this Agreement.

9. Skill Level of Consultant.

9.1 Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

10.1 General Requirements. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the

CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

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

10.3 Minimum Scope of Insurance. The following requirements apply.
Coverage shall be at least as broad as:

(a) **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.

(b) **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 CONSULTANT shall maintain limits of no less than \$1,000,000 or

the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

(c) 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.

(d) Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CITY. CONSULTANT will maintain

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

10.4 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

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

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

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

10.6 Other Insurance Provisions. General Liability Coverages

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

(b) The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, and employees shall be excess of the CONSULTANT'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 the CITY, its officers, officials, and employees.

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

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

10.7 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 CITY in its sole discretion. CITY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

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

10.9 Subconsultants. CONSULTANTS shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subject to all of the requirements stated herein, unless otherwise modified by the Risk Manager or City Attorney.

10.10 Miscellaneous Conditions.

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

(b) CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of CITY, caused in whole or in part by the CONSULTANT, any subconsultant, or any employee, directed or supervised by CONSULTANT, except damage of loss attributable to faulty drawings or specifications.

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

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

11. Indemnification.

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

11.2 The CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

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

12. Intellectual Property Indemnity.

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

13. Taxes.

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

14. Independent Contractor.

14.1 The parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 333.700. The parties agree that CONSULTANT is not a CITY employee and there shall be no:

- (a) Withholding of income taxes by the CITY;
- (b) Industrial insurance provided by the CITY;
- (c) Participation in group insurance plans which may be available to employees of the CITY;
- (d) Participation or contributions by either the independent contractor or CITY to any public employees' retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by CITY if the requirements of NRS 612.085 for independent contractors are met.

15. Business License.

15.1 CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

16. Compliance with Legal Obligations.

16.1 CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work. CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively “ADA”) in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

17. Employment Opportunity.

17.1 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, gender identity, gender expression, veteran status, sexual orientation or age, or any other protected class status applicable under federal, state or local law, rule, or regulation. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Any violation of this provision by consultant shall constitute a material breach of contract. Race includes traits associated with race, including, without limitation, hair texture and protective

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

18. Notices.

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

CITY:	City of Reno Kerrie Koski, P.E. Director of Public Works 1 East First Street Reno, NV 89501 P.O. Box 1900 Reno, NV 89505
CONSULTANT:	Odyssey Engineering Gabriel Wittler Vice President 895 Roberta Lane, Suite 104 Sparks, NV 89431

19. Assignment.

19.1 This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by CONSULTANT.

20. Integration.

20.1 This agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

21. Governing Law and Jurisdiction.

21.1 This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. 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.

22. Suspension of Work.

22.1 Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 23 of this Agreement.

23. Termination of Work.

23.1 The CITY may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITY fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

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

24. Dispute Resolution.

24.1. All claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action.

24.2 Unless the parties mutually agree otherwise, mediation will be in accordance with the Commercial Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

25. Attorneys' fees.

25.1 Unless otherwise provided herein, each party shall bear its own attorney's fees and court costs.

26. Severability.

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

27. Due Authorization.

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

-Signature Page Follows-

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the year and date first above written.

CONSULTANT



Gabriel Wittler
Vice President

CITY OF RENO

ATTEST:

Hillary L. Schieve, Mayor

Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe
Deputy City Attorney

EXHIBIT A – SCOPE OF SERVICES

SITE CIVIL DESIGN FOR THE NEW PEMBROKE FLAT FIELDS SITE

DATE: October 4, 2024

PROJECT DESCRIPTION: The City of Reno (City) will be constructing new athletic fields on APN's 021-050-01 and 02 located at 4905 Pembroke Drive in Reno, Nevada. The 96.6-acre new facility will include the following site improvements:

Site improvements:

- A. Flat Fields: +/-28 acres
- B. Parking Areas: +/- 7 acres
- C. Access Roads: +/- 2 acres
- D. Flood Mitigation Areas: +/- 50 acres
- E. Pembroke Widening and Mitigation Area: +/- 10 acres

Project will include Critical Flood Pool mitigation improvements and will be coordinated directly with the proposed Regional Transportation Commission (RTC) Pembroke Widening project.

Odyssey Engineering Inc. (Odyssey) will provide and/or sub-consult with appropriate professionals to provide design and construction services for the site development per the tasks listed below:

- Task 1 – Project Management
- Task 2 – Topographic Survey supplements and Reversion to Acreage Mapping
- Task 3 – Landscape Plans (subconsultant)
- Task 4 – 3-Dimensional Renderings (subconsultant)
- Task 5 – Traffic Impact Study(subconsultant)
- Task 6 – Flood Pool Analysis (subconsultant)
- Task 7 – Electrical Engineering Plans (subconsultant)
- Task 8 – Bald Eagle Study (subconsultant)
- Task 9 – Effluent Management Plan
- Task 10 – Grading Permit and Construction Documents
- Task 11 – Bidding Services
- Task 12 – Project Contingency

TASK 1 – PROJECT MANAGEMENT

Objective

To provide general project management and communications to keep the City informed of project status.

Approach

Odyssey will be responsible for the project management of the overall project will include scheduling of Odyssey resources, coordinating sub-consultants, City design review meetings, stakeholder meeting, coordinating field investigation contractor (contracted by City), quality assurance reviews, invoicing, and meetings with utility agencies, NDOT, and other regulators. The project manager will schedule and facilitate a project kickoff meeting. Meetings to review the 30% findings and data collection exhibits, as well as 50%, 90% and 100% design review meetings. Detailed monthly invoices will be prepared to document all work performed and monthly status reports will be provided to the City of Reno. This task also includes bi-weekly update meetings with City staff.

Odyssey will also attend a minimum of four program development workshops with the City internal stakeholders and external stakeholders in order to develop a final site program and layout.

Odyssey will manage subconsultants as necessary in order to complete all scope of work tasks.

TASK 2 – TOPOGRAPHIC AND BOUNDARY SURVEY AND REVERSION TO ACREAGE MAPPING

Objective

To provide the necessary topographic and boundary data required for final site design, permitting, and construction as well as revert the two existing parcels back to a single property

Approach

Boundary Map and Reversion to Acreage

Odyssey will conduct a boundary survey, for the subject parcel, in accordance with Nevada Revised Statutes, to locate the project boundary and any associated interior parcel lines. If necessary adjacent parcel corners will be located to assist in the establishment of the project boundary. Odyssey will compare record maps, deed documents and preliminary title reports for the subject and adjacent parcels and analyze calculated and measured distances and compare them to record data. A boundary resolution will be provided and, if necessary, we will meet with the City to discuss boundary conflicts and possible courses for problem resolutions. A reversion to acreage map will be processed in order to combine APN's 021-050-01 and 02.

Topographic Survey

Odyssey will provide supplemental data in addition to the previously provided Topographic Survey, showing one - foot Contour intervals with final drawing scale at 1"=20' or 1" = 40'. Odyssey will locate existing conditions and will include but not be limited to fences, buildings, surface improvements, drainage features and structures which are visible from the surface of the ground. These features will be mapped and shown on the topographic map. Odyssey will prepare an ACAD file of the topographic survey with detail as specified above, along with hard copies of the topographic map if requested. The horizontal and vertical control will be based on published data. Horizontal control will conform to North American Datum of 1983 (NAD 83), and vertical control will conform to North American Vertical Datum of 1988 (NAVD 88).

Utility Research:

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

Deliverables

The following will be delivered under this task:

- ACAD file of the topographic and boundary survey with details as specified above to assist with site design.

Assumptions

The following assumptions apply:

- The client shall be responsible for preparing and providing any documents that permit the right of entry onto private and/or public property needed to facilitate the requested survey.
- The preliminary topographic survey will be provided to Odyssey in ACAD format.

TASK 3 – LANDSCAPE PLANS

Objective

To develop construction document level landscape plans necessary for permitting and construction, to include planting, irrigation, and constriction details.

Approach

Odyssey will coordinate with its subconsultant to complete the following tasks:

- Update the preliminary Landscape Plan prepared by LA Studio to provide a Construction Document level plan set.
- Coordinate with LA Studio and City to incorporate effluent reclaimed water.
- Planting Plan – The final planting plan will indicate the type, location, size, and condition of all trees, shrubs, and groundcover.
- Irrigation Plan – The irrigation plan will depict irrigation for all landscaping listed in Task above. The plan will schematically indicate type and location of all irrigation appurtenances including piping, valve, controllers, and emission devices.
- Planting and Irrigation Specifications – Planting and Irrigation Specifications will be provided on the plans.
- Planting and Irrigation Details - The detail plan will depict proper installation of all planting and irrigation.
- Landscape Water Demand – L.A. Studio Nevada will prepare an estimated landscape water demand for submittal to the water authority, if required.
- Agency Plan Review - L.A. Studio Nevada will respond to agency comments from plan submittal for permitting.
- Attend stakeholder meeting

Deliverables

The following deliverables will be submitted under this task:

- Landscape Plans, Details and Specifications. (pdf format)

TASK 4 – 3-DIMENSIONAL RENDERINGS

Objective

To develop 3-Dimensional renderings of the proposed site for presentation and display purposes.

Approach

Odyssey will coordinate with its subconsultant to complete the following tasks:

- Prepare 3-D Renderings based upon the final site layout and proposed grading plans.
- Provide two renderings illustrating how the project will appear once constructed. This will include one looking east and one west along Pembroke Drive.
- Attend stakeholder meeting

Deliverables

The following deliverables will be submitted under this task:

- (2) 3-D Renderings (digital format)
- 3-D Renderings (large printed format)

TASK 5 – TRAFFIC IMPACT STUDY

Objective

To evaluate the traffic impacts from development on the adjacent roadways and provide recommendations for improvements if required.

Approach

Odyssey will coordinate with a subconsultant to complete the following subtasks:

- Update the preliminary Traffic Impact Study prepared by Headway Transportation to provide a

- Construction Document level report.
- A review of the project site plan and estimation of new project trips based on the Institute of Transportation Engineers (ITE) Trip Generation Manual.
- Provide a discussion of any unique trip making characteristics for the project.
- Statement of traffic generation relative to City of Reno requirements for formal traffic study
- Assist in access planning and access spacing justification.
- Determine what turn lanes are appropriate/recommended for the project and document the recommendations.
- Coordination meetings with City and Headway to review recommendations

Deliverables

The following deliverables will be submitted under this task:

- Traffic Impact Analysis and Improvement Recommendations.
- Engineer stamped letter or submittal for site plan review.

TASK 6 – FLOOD POOL ANALYSIS, DRAINAGE STUDY & USACE WETLAND DETERMINATION

Objective

To update the preliminary report to evaluate the potential impacts from development on the adjacent and downstream properties. The Critical Flood Pool will be assessed in relation to City of Reno Ordinance and regional flood control studies.

To provide a construction document level drainage study for on-site drainage assessment.

To obtain a formal United States Army Corp of Engineers jurisdictional determination

Approach

Odyssey will coordinate with its subconsultant to provide the following:

- NCE will communicate regularly with Odyssey Engineering to give updates on work progress.
- Upon receipt of the site design from Odyssey Engineering, NCE will revise the digital elevation model (DEM) with 1-foot cell size within the Truckee River Flood Management Authority's (TRFMA) Truckee Meadows PMR HEC-RAS model based on the grading. NCE will then run the HEC-RAS model utilizing the 100-year flow model and present the results to Odyssey Engineering. If the model shows the grading provides insufficient flood mitigation and the design would cause an increase in maximum WSEL in the 100-year event, NCE will work with Odyssey to modify the design to correct the exceedance of the maximum allowable WSEL. Through an iterative process, NCE will rerun the model up to two (2) additional times to incorporate changes to the grading during the preliminary design phase, either to reflect changes necessary to revise the flood mitigation volume or to reflect unrelated changes.
- Upon receipt of the site design, NCE will complete hydrologic and hydraulic analysis to support the design of the site. NCE will work with Odyssey Engineering to size drainage improvements. NCE will provide up to two (2) revisions to the drainage analysis to incorporate revisions to the site design.
- File a request with the USACE to provide a formal determination in relation to potential jurisdictional waters.

Deliverables

The following deliverables will be submitted under this task:

- Updated HEC-RAS model files and Flood Pool Analysis Report (pdf format)
- Drainage Design Report (pdf format)
- USACE Determination (pdf format letter)

TASK 7 – ELECTRICAL ENGINEERING PLANS

Objective

To develop construction document level electrical plans necessary for permitting and construction, to include site lighting and photometrics for the parking area solar lighting – no electric service to the site.

Approach

Odyssey will coordinate with its subconsultant to complete the following tasks:

- Provide a Construction Document level plan set.

- Design and specification of exterior lighting plan for the parking/drive-aisle area only (no lighting provided for playing fields), comprised of solar powered pole-mounted lighting fixtures.
- Generation of photometric calculations depicting expected lighting levels throughout the relevant portions of the site.
- Remote attendance at coordination meetings via telephone or web-based conferencing software throughout design.
- Generation of original electrical construction/bid documents (using AutoCAD) and sufficient replication for submission to the building authority.
- Incorporation of, and response to, relevant electrical items identified during internal review or building department plan-check procedures.

Deliverables

The following deliverables will be submitted under this task:

- Electrical Plans and Specifications (pdf format)

TASK 8 – BALD EAGLE STUDY

Objective

To develop a final report of the impacts of the proposed development on the ecosystem of bald eagles.

Approach

Odyssey will coordinate with its subconsultant to complete the following tasks:

- Provide a final report.
- WestLand will request information on the known locations of bald eagle nests in the vicinity of the project area from NDOW.
- WestLand will conduct a field survey of eagle nesting habitat within 660 feet of the project area. Suitable habitat will be viewed with a spotting scope to 1) verify nest locations from NDOW; and 2) identify unrecorded nests.
- The United States Fish and Wildlife Service (USFWS) established recommended buffer zones for human activities around nesting sites of bald eagles in Nevada (Attachment 1). The maximum no disturbance buffer for construction activities is 660 feet. The buffer is in effect during the nesting season (December 15 – July 31) or until it has been determined that a nest is unoccupied for the season. WestLand will summarize the results of the data search and field survey in a technical memorandum and identify any bald eagle nests that are within 660 feet of the proposed project activities. The discussion will include a description of the steps to take to determine if a no-disturbance buffer needs to be put in place. Impacts to eagles from loss of foraging habitat as a result of construction are expected to be short term and minimal but will also be addressed in the memo.

Deliverables

The following deliverables will be submitted under this task:

- Bald Eagle Study (pdf format)

TASK 9 – EFFLUENT MANAGEMENT PLAN

Objective

To develop a plan set for Effluent Water for irrigation and associated Reclaimed Water Management Plan (RWMP).

Approach

- RECLAIMED WATER PERMIT RENEWAL/MAJOR MODIFICATION - Assist in permitting the use of reclaimed water at the Pembroke site. Coordinate with City to support permit modifications necessary to add the proposed application site. Assist in permit application preparation to include a proposed site map, metering details, and manner of use.
- RECLAIMED WATER MANAGEMENT PLAN - Develop Effluent Water for irrigation. Odyssey will coordinate with the City of Reno to develop a Reclaimed Water Management Plan (for Pembroke site). The updated management plan shall comply with NDEP guidelines for the development of Reclaimed Water Management Plans.
- RECLAIMED WATER DESIGN - Provide the final design of metering and distribution facilities

necessary to utilize reclaimed water at the site. Includes design of necessary items in accordance with section 12 of the Public Works Design Manual. Coordinate with City staff regarding flow and pressure needs at the point of connection to the distribution network.

Deliverables

The following deliverables will be submitted under this task:

- Final Plans (pdf format)
- Draft RWMP and Permit Application
- Permit application support document:
 - Site Maps
 - Drafting Piping Plan
 - Quantity and Quality required for site

TASK 10 – GRADING PERMIT AND CIVIL SITE DESIGN

Objective

To evaluate the feasibility of the proposed new improvements with regards to existing utilities, subsurface conditions, and site constraints. To develop a design that identifies proposed surface improvements, utility layouts, site grading, drainage concepts, site access, street improvements, vehicle circulation, and fire access and incorporates the building program proposed by the City of Reno Parks and Operations & Maintenance department. This submittal shall contain all the requirements needed for a site plan review if required.

Approach

Odyssey will complete the following subtasks to develop the site improvement plans:

- Coordinate with City of Reno to develop preliminary layout on the parcels. Attend minimum of four program development workshops.
- Complete an initial site visit to evaluate existing utilities, site constraints, access locations, and conditions.
- Complete land development code review for setbacks, off-street parking, landscaping, fire access and other pertinent site requirements.
- Prepare up to three (3) site layouts that satisfy code requirements and incorporate the final program from operations and maintenance for presentation to the City.
- Meet with the City regularly to discuss site layouts and any issues identified during the site evaluation.
- Prepare site plan identifying proposed surface improvements for site and street (if required).
- Prepare utility plan for reclaim irrigation.
- Prepare site grading plan.
- Prepare drainage and Low Impact Development (LID) plan.
- Provide site lighting plan and photometric plan, prepared by subconsultant.
- Provide electrical service plan for proposed facility and relocated maintenance building, to be coordinated with Electrical Engineer subconsultant and NV Energy.
- Complete a site Drainage Report as required by the City of Reno Public Works Design Manual.
- Prepare site plan identifying proposed surface improvements for site and street (if required).
- Sub-consult with landscape architect to provide preliminary and final landscape plans necessary for Site Plan Review and final improvement plans.
- Meet with the City regularly to discuss designs.
- An Engineer's Estimate of Probable Construction Cost will be prepared for the project based on the final design plans and project phasing. Phase 1 cost shall include all costs needed to provide operational flatfields. Probable construction cost will include phase 1 and subsequent phases and total for the full buildout of the site.
- Consultant shall prepare Issued for Construction Plans and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with the City's standards and requirements.
- The final construction plans will be prepared for ANSI D (22 "x 34") size sheets and using the City standard format. The plans will show all elements of project construction including, but not limited to reconstruction plan view, subsurface plan and profiles, right-of-way lines, property owners name, property APN and site address, grade controls, utilities, and topography.

- The Contract Documents and Technical Specifications will reference the latest revision of Standard Specifications for Public Works Constructions (Orange Book 2012), for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The City of Reno will electronically provide the boilerplate of the contract documents and technical specifications in MS Word format.
- 100% plans shall show all elements of project construction on Plan Sheets (Horizontal 1"=20');
 - Title Sheet
 - Key Maps (if required);
 - Site plan illustrating parcel lines, setbacks, height/material of fencing and the location of fencing;
 - Grading Plan
 - Erosion Control Plan
 - Utility Plan
 - Landscape Plan
 - Electrical Plan
 - Roadway connection plan and profile
 - Parking Lot Striping Plan;
 - Typical Sections (if required) (scales as noted);
 - Standard Detail Sheets (if required) (scales as noted).
- The 100% contract documents shall include all bid items, alternative options and technical provisions required for the project. A final Engineer's Estimate of Probable Construction Cost will be prepared for the project based on final designs and any alternative options. The cost options shall be in the same format as the bid proposal form included in the contract documents. An estimate of the time necessary to complete construction shall also be provided.
- Consultant will coordinate with all applicable utilities to finalize submittal requirements for the applicable utility relocations if required and coordinate all applicable permitting.
- Consultant will submit final construction documents suitable for bid advertisement in accordance with the City standards and requirements. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge. Consultant will prepare final PDF's of the signed and sealed plans and deliver electronically to the City of Reno. Signed and sealed Construction Documents shall be delivered to the City of Reno electronically in Microsoft Word and PDF format.
- Consultant will provide RFI, Submittal Review, and technical support during construction.

Plan Production and Distribution:

At 50%, 90%, 100% and Final project milestones Odyssey will submit up to five (5) sets of plans on 11"x17" size sheets (half size) and technical specifications. The City will be responsible for delivering all sets to the review agencies. Electronic files of submittals will also be included in .dwg, .docx, and .pdf file formats.

Review Meetings:

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

Deliverables and Final Bid Documents

The following deliverables will be submitted under this task:

- 100% Design Plans identified above (pdf format)
- 100% Technical Specifications (pdf and word format)
- 100% Engineer's Estimate of Probable Construction Cost and phasing plan
- Final Hydrology Report (pdf format)
- Final Drainage Report (pdf format)
- All other documents required for an administrative site plan review
- Coordination with appropriate agencies as necessary to obtain all permits required for construction activities.

Permitting

Odyssey shall submit applications for all permits necessary for the site improvements and pay all associated permitting fees.

TASK 11 – BIDDING SERVICES

Objective

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

If required, Odyssey will prepare answers and questions and addenda with revised documents and provide to the City in electronic PDF format. Communication will be limited to the City regarding addenda information.

If requested, Odyssey will attend bid opening and compile a bid tab to assist the City in evaluating the bids.

TASK 12 – PROJECT DESIGN CONTINGENCY

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

PROJECT SCHEDULE

Notice to Proceed	October, 2024
Design Services	October, 2024 – March, 2025
Permitted Services	January, 2025 – May, 2025
Bidding Services	May, 2025 – December 2025

KEY PERSONNEL

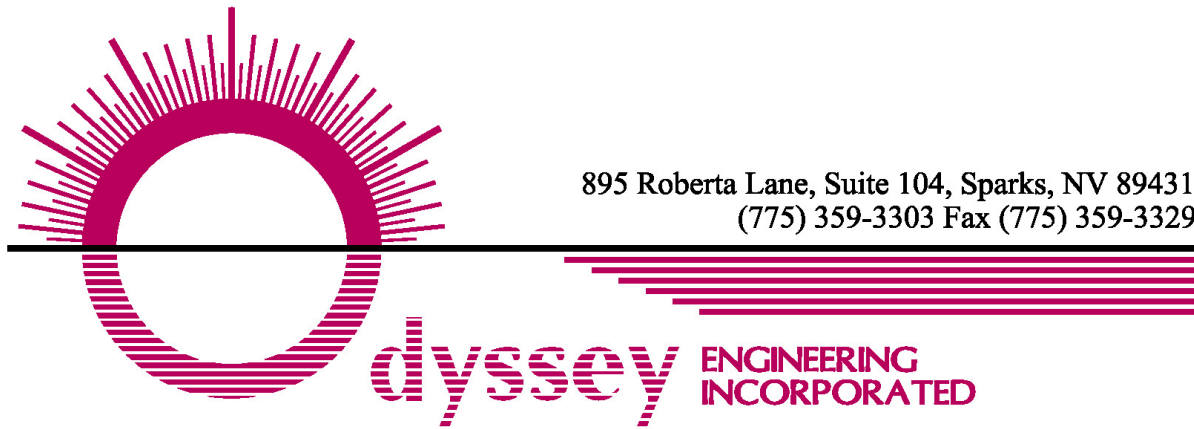
Odyssey Engineering Key Personal:

- Gabriel Wittler, P.E. – Principal Engineer and Lead Design Professional
- Travis Page, P.E. – Senior Engineer and Project Manager
- Justin Worthley, E.I.T – Engineering Technician
- John Gomez, P.L.S. – Survey Manager
- Justin Gezelin, L.S.I.T. – Survey Technician

FEES

Odyssey proposes to furnish professional engineering services for the scope of work described herein on a time and material basis using our standard engineering fees as listed in "Exhibit B". The time and material fees will not exceed the following amounts for each of the Tasks outlined:

Task 1 - Project Management:	\$30,000
Task 2 - Topo, Boundary, and Reversion to Acreage:	\$14,300
Task 3 - Landscape Plans:	\$30,800
Task 4 - 3-D Renderings:	\$6,000
Task 5 - Traffic Impact Study:	\$10,000
Task 6 - Flood Pool Analysis and USACE Wetland Determination:	\$35,000
Task 7 - Electrical Engineering Plans Services:	\$4,600
Task 8 - Bald Eagle Study Services:	\$2,000
Task 9 - Effluent Management Plan:	\$12,500
Task 10 - Grading, Civil Site Design, and Permitting:	\$195,000
Task 11 - Bidding Services:	\$5,000
<u>Task 12 - Contingency:</u>	<u>\$40,000</u>
Total	\$385,200



ENGINEERING FEE SCHEDULE

JANUARY 1, 2024, to DECEMBER 31, 2024
HOURLY FEE RATES

Principal Engineer	\$215.00/hr.
Senior Engineer	\$190.00/hr.
Staff Engineer	\$175.00 /hr.
Engineering Technician	\$135.00 /hr.
Professional Land Surveyor	\$190.00 /hr.
Survey Technician	\$100.00 /hr.
1 Man Surveyor	\$180.00 /hr.
2 Man Survey Crew	\$210.00 /hr.
3 Man Survey Crew	\$240.00 /hr.
Prevailing Wage – 1 Man Surveyor	\$210.00 /hr.
Prevailing Wage – 2 Man Surveyor	\$250.00 /hr.
Draftsperson	\$90.00 / hr.
Administrative Assistant	\$60.00 / hr.

Reproduction costs, agency submittal and review fees and outside consulting fees will be billed through directly to the client.

Odyssey Engineering carries commercial general liability, automobile liability, workers compensation, and professional liability insurance.