

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 9 day of October, 2024, by and between the CITY OF RENO, hereinafter referred to as "CITY" and KELLER ASSOCIATES, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, the CITY wishes to secure construction management services for Reno Stead Water Reclamation Facility – Maintenance Building, 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. All services shall be performed by the Consultant.

2. Basic Services.

2.1 The CONSULTANT will perform the services described in Attachment A which is 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 of this Agreement, and shall continue until completed per the schedule attached hereto.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on time and materials basis in the not-to-exceed amount of \$514,840.00.

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 by the CITY.**

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.

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 "Indemnatee") 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 indemnatee or other consultants of indemnatee.

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 such information is promptly given to CITY. 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. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision 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
Trina Magoon, P.E.
Director of Utility Services
If by personal service
1 East First Street. 7th Floor
Reno, NV 89501
If by mail
P.O. Box 1900
Reno, NV 89505

CONSULTANT: Keller Associates
Larry Rupp, PE
Principal
131 SW 5th Ave, Suite A
Meridian, ID 83642

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 either party without prior written consent of the other.

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 be in 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. A 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.

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

KELLER ASSOCIATES

By: _____
Larry Rupp, P.E., Principal

CITY OF RENO

CITY CLERK

By: _____
Hillary L. Schieve, Mayor

By: _____
Mikki Huntsman
City Clerk

APPROVED AS TO FORM:

By: _____
Susan Ball Rothe
Deputy City Attorney

Attachment A
CITY OF RENO
RENO STEAD WATER RECLAMATION FACILITY
MAINTENANCE BUILDING - CONSTRUCTION SERVICES
SCOPE OF WORK

PROJECT DESCRIPTION

City of Reno (“Client”) has contracted with **Keller Associates, Inc.** (“Consultant”) to provide construction and closeout support services for the Reno Stead Water Reclamation Facility Maintenance Building Project. The Consultant’s scope of work has been developed based on project contract documents. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

The Client has requested the consultant provide construction administration, supplemental observation, testing and project closeout services during the construction of the Reno Stead Water Reclamation Facility – Maintenance Building project.

Consultant’s services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. General Project Management. Provide general project administration services including monthly invoicing, scheduling, and internal project administration.
- 1.2. Pre-Construction Conference. A pre-construction conference will be chaired by the Consultant and attended by the Client, the Contractor, major suppliers, and subcontractors. The conference will cover the contract administration procedures, contract time, schedule requirements, lines of communication, project constraints, construction meetings, Record Drawings, O&M document requirements, and other project specific issues. Consultant will prepare meeting agenda and meeting notes to be distributed to attendees.

Client Responsibilities:

- Provide meeting space for project meetings.

Assumptions:

- Project management budget assumes a project schedule of up to 15 months.
- Project is being funded by the Client.
- Unless otherwise noted, meetings/workshops may include a combination of in-person or virtual attendees. This assumption applies to this task as well as subsequent tasks.
- It is anticipated that the pre-construction meeting will be 2 hours on site and will be attended by two staff by the Consultant.

Deliverables:

- Monthly invoices.
- Pre-construction meeting conference and meeting notes.

TASK 2: CONSTRUCTION ADMINISTRATION SERVICES

Consultant Responsibilities:

This task includes the professional services to support the Client during the construction of the project by one prime Contractor. Consultant's level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant's professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor's schedule and work. Consultant will advise the Client of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 2.1. Addenda Contract Documents. Incorporate addenda by attaching to the front of the contract documents and prepare construction documents for distribution to Client and Contractor.
- 2.2. Construction Meetings. Conduct onsite construction progress meetings every two weeks (during periods of active construction assumed 8 months) with Client and Contractor representatives and distribute meeting agenda and subsequent meeting notes with action items to attendees. Meetings to be held during periods of active construction. It is anticipated that these meetings will be attended in person during active construction.
- 2.3. Contractor Schedule. Review Contractor's proposed construction time schedule and critical path sequencing.
- 2.4. Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means, or methods of construction, or safety precautions.
- 2.5. Test Results. Receive and review test results provided by the Contractor and/or Client. These test results are anticipated to include soil, rebar, concrete, asphalt, and water quality test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.
- 2.6. Requests for Information (RFIs). Respond to RFIs from Contractor or Client and provide clarification of Contract Documents.
- 2.7. Pay Requests. Review and recommend to Client the Contractor pay requests.
- 2.8. Construction Changes. Consultant will prepare and issue additional work orders to address changes in the construction scope. Consultant will also review proposed change orders submitted by the contractor and issue change orders to incorporate approved changes into the contract.
- 2.9. Substantial Completion Punch List. Complete a field visit with Client Staff for the purpose of developing a punch list that needs to be completed prior to a final walkthrough.

Client Responsibilities:

- Review and process Contractor pay requests, change orders, and other construction related documents.
- Provide space for construction meetings. Attend construction meetings.
- Provide input on substitution requests, submittal provisions, change orders as requested by the consultant in a prompt manner.

Assumptions:

- Work will be performed by one General Contractor.
- Budget assumes 15 months of construction.
- Budget assumes a total of 26 construction meetings. It is anticipated that up to two members from the consultant will attend the meetings.
- Addenda(s) will be slip sheeted into the contract documents.
- Material testing beyond what is covered in this scope of work will be the responsibility of the Client and or contractor.
- Field office, if required, will be provided by the Client/Contractor.
- Substantive design and other technical services in connection with work change directives, change proposals, and change orders requested by Client will be completed as an additional service. Similarly, use the of the management reserve budget will apply to extended services arising from (a) the presence at the site of any constituent of concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
- Claims or legal support services, if required, will be provided as an additional service.
- Consultant shall not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant.
- Budget assumes up to 4 substitution requests, 100 submittals reviews, 50 resubmittal reviews, 20 RFIs, 10 extra work orders, and 10 proposed change order reviews. Consultant will notify the Client that the Consultant is commencing an additional service when any of these levels have been reached.

Deliverables:

- One electronic copy in PDF format, and two hard copies (8.5"x11" for the specifications, and 11"x17" for the plans) of the Contract documents and will be delivered to Client.
- One electronic (PDF) copy of the Contract documents and will be delivered to Contractor.
- Pre-construction meeting agenda and meeting notes.
- Submittal reviews.
- Final completion checklists.

TASK 3: CONSTRUCTION MONITORING SERVICES

Consultant Responsibilities:

- 3.1. Construction Monitoring Services. A Resident Project Representative will provide supplemental construction observation during active construction activities. Such visits and observation are not intended to be an exhaustive or continuous check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Client informed about the progress of the work and shall endeavor to guard the Client against known defects and deficiencies observed in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Client on a day-to-day basis. In completing these services, it is recognized that the Contractor is solely responsible for furnishing and performing

the work in accordance with the contract documents.

The level of involvement during construction can be adjusted as requested by the Client and will be managed by Consultant to remain within the budgeted amount. Client will be notified if budgeted amount is being exhausted more quickly than expected.

The Consultant's time onsite will increase during crucial activities and decrease during non-critical times. Consultant is anticipating up to 20 hours per week of on site observation for up to 32 weeks.

Assumptions:

- City of Reno will perform any inspections related to the project building permits.
- The budget assumes the construction schedule will be limited to 15 months with an average of two site visits per week during active construction (8 months) and approximately three hours per site visit including travel to and from the site is being assumed for budgeting purposes. Consultant will be entitled to additional compensation if the schedule is lengthened.
- Contractor is responsible for site safety plan.

Deliverables:

- Copies of inspection logs or photos, upon request of Client.

TASK 4: SPECIAL INSPECTIONS AND TESTING

As indicated in the contract documents specific specialized portions of the work will require special inspections and testing that are to be provided by the Consultant on behalf of the Client. The below services represent the anticipated special inspections, testing, and estimated budget. Additional services will be required if this budget is exceeded due to additional testing requested by the Client and contractor.

- 4.1. Testing and Inspections. The Consultant will utilize the services of a subconsultant to provide material testing and special inspections.
- a. Special Inspections. The consultant's subconsultant will perform specific special inspections as coordinated with the Client. The contractor is responsible for providing special inspection as indicated in the contract documents. These services include structural steel inspections, field welds, and high-strength bolted connections. These services also include special inspections for masonry work that includes CMU walls rebar and grout sampling, steel reinforcing, mortar sampling and compression strength of prism, block, mortar and grout.
 - b. Testing. The Consultants subcontractor will perform material testing on concrete, earthwork, asphalt, and laboratory testing in accordance with the contract documents. It's anticipated these services will include mass grading, structural fill, subgrade, aggregate base, bedding, backfill, exterior and internal slabs, footings, reinforcing steel, pavement, and material testing such as sieve analysis, plasticity index, moisture density curve, asphalt full marshal services and cylinders.

Client Responsibilities:

- Review Client responsible special inspections and notify consultant if additional inspections or retesting is requested prior to two weeks of the work occurring.
- Review inspection and testing reports and provide comments within one week.

Assumptions:

- The estimated budget reflects anticipated costs based on similar building facility projects and may not cover retesting or additional testing beyond the contract documents.

Deliverables:

- Copies of inspection and testing reports in PDF format.

TASK 5: PROJECT CLOSEOUT

Consultant Responsibilities:

- 5.1. O&M Manual. Consultant will receive from the Contractor an operation and maintenance manual (O&M) that includes all major equipment. It is anticipated that the O&M manual will be limited to the following components:
 - Project Narrative
 - Equipment List
 - Instrument List
 - Control Descriptions
 - Troubleshooting
 - Contractor O&M Manuals
 - Drawings, specifications, and submittals
- 5.2. Record Drawings. The Record Drawings will be developed using the Contractor maintained set of "Red-line" drawings and will show locations of installed components of the Project as identified by the Contractor. These Record Drawings will show significant changes made during construction. Contractor drawings will be reviewed, noted, and submitted to Client as part of the O&M Manual. Record drawings will be provided to Client as an electronic, red-lined PDF of Construction Drawings.
- 5.3. Final Acceptance Walkthrough - Hold a Final Acceptance inspection with the Client for the purpose of issuing a Notice of Final Acceptance to the Contractor. This Final Acceptance inspection will include the development of a "punch-list" for the Client to use as the Contractor's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

Client Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide written comments on draft O&M manual provided and record drawings.

Assumptions:

- The Contractor will prepare operation and maintenance manual information and submit it to the Consultant.
- Because Record Drawings are based on unverified information provided by other parties, the Consultant does not warrant their accuracy.
- Project services are assumed to end at the final completion date for construction. Ongoing

support services and 11-month warranty service, if requested by the Client, will be provided separately as an additional service.

Deliverables:

- One electronic (PDF) copy of construction plans marked “Record Drawings”.
- One electronic (PDF) copy of the Operations and Maintenance Manual provided to the Client.

TASK 6: MANAGEMENT RESERVE (ADDITIONAL SERVICES)

From time to time the Client may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made (“Additional Services”). This task establishes a management reserve for Additional Services. Consultant shall not perform any Additional Services unless authorized in writing by Client staff (Public Works Director or Client’s Project Manager). Compensation for Additional Services may be based on Consultant’s time and material or a lump sum amount as agreed by Client and Consultant.

ADDITIONAL SERVICES (not included in scope of work)

- Arc Flash Study
- Project Survey, utility locates, geotechnical evaluation
- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- Special use permits, public hearings, environmental information or public meetings will not be required.
- Public outreach/meetings or stakeholder outreach support
- Field investigations, including subsurface investigations, to check available record drawings
- Construction phase surveying (quantities, staking, record)
- Funding administration support

SCHEDULE

Consultant anticipates the above services will align with the contract documents construction schedule. If the construction schedule is lengthened additional services may be required.

Task	Schedule	Comments
Task 1 – Project Management	450 days	Total project schedule anticipated is 16 months from notice to proceed.
Task 2 – Construction Administration	450 days	15 months of total construction including 8 months of active construction are anticipated.
Task 3 – Construction Monitoring		
Task 5 – Project Closeout	30 days	It is anticipated the project OM manual and record drawings will be provided 1-month after the final acceptance of construction.

COMPENSATION

As compensation for services to be performed by Consultant, the Client will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Client. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated semi-annually in January and July.

Task	Type	Amount
Task 1 – Project Management	T&M	\$ 17,970
Task 2 – Construction Administration Services	T&M	\$ 248,670
Task 3 – Construction Monitoring Services	T&M	\$ 145,600
Task 4 – Special Inspection and Testing	T&M	\$ 54,120
Task 5 – Project Closeout	T&M	\$ 26,480
Task 6 – Management Reserve (Additional Services)	T&M	\$ 22,000
TOTAL COST		\$ 514,840

T&M = Time and Materials