

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 DOWL LLC, hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure engineering services for the University East and California Street Rehab Support, 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 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 \$400,000.00 as provided for in Exhibit A per the Fee Schedule, Exhibit B, which are attached hereto and incorporated herein by this reference.

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: Brent Farr, P.E., Senior Manager VI
Dowl LLC
5510 Longley Lane
Reno, NV 89511

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 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.

-Signature Page Follows-

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.

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

CONSULTANT

Brent Farr

Digitally signed by Brent Farr
Date: 2024.11.26 09:57:14
-07'00'

Brent Farr, P.E., Senior Manager VI

CITY OF RENO

ATTEST:

Hillary L. Schieve, Mayor

Reno City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe
Deputy City Attorney



EXHIBIT A

SCOPE OF WORK

City of Reno

University East and California Street Rehab Support Services

INTRODUCTION

The City of Reno (City) has completed the in-house design to rehabilitate a series of streets (Bisby St, Beverly St, Poplar St, and Soaring Eagle Dr.) as part of the University East Street Rehabilitation Project. The City has also completed the in-house design to rehabilitate a series of streets (California Ave from Idlewild Dr to Hunter Lake Dr and River Run Pkwy) as part of the California and River Run Street Rehabilitation Project. This scope of work includes services for both projects. The City will complete the construction bidding with the anticipated construction schedule to begin in March.

The City has requested DOWL to prepare a scope of work to provide professional engineering services to perform a design and constructability review of the City's in-house design prior to construction. Further, DOWL will provide field observation and support services to the City during construction. Elements of the Work will include project management, design and constructability review, field observation, construction staking, materials testing and additional support services.

The work is defined by the following:

- Task 1 – Project Management
- Task 2 – Design and Constructability Review
- Task 3 – Field Observation
- Task 4 – Construction Staking
- Task 5 – Materials Testing
- Task 6 – Additional Support Services

PART 1 – SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, review and communicate all relevant activities within the approved budget and schedule.

Approach

DOWL will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone with the City staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, filing, resource allocation, and routine communications.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the City.

Deliverables

The following will be delivered under this task:

- Monthly invoices and status reports.

Assumptions

The following assumptions apply:

- Project design duration will be four (4) months for both the California Street Rehab and the University East Street Rehab Projects.
- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – Design and Constructability Review

Objective

To provide a review that supports the City's development of construction documents for the California and University East Street Rehab Project.

Approach

DOWL will conduct a review of the City's in-house design plans for the Project. This review will include the following activities:

- Review draft plans (PDF and CAD files), specifications, and bid schedules
- Identify conflicts and ambiguities
- Ensure clarity and coordination of work requirements
- Provide recommendations for compliance with latest edition of Standard Specifications for Public Works Construction (Orange Book) and City of Reno Design Manual.
- Provide recommendations for constructability from the contractor's perspective
- Provide recommendations for design improvements
- Facilitate interdisciplinary coordination
- Conduct a review meeting with City of Reno staff
- Prepare a final report with findings and suggestions. The final report will include the Construction Documents with review comments, an excel sheet summarizing the review comments, and a summary of the review process with general recommendations.

Deliverables

The following will be delivered under this task:

- One review meeting with the City at their office following the review.

- Final Design and Constructability Review Report (1 electronic copy as PDF, hard copies upon request)

Assumptions

The following assumptions apply:

- DOWL is assuming one review will be provided.
- The City will utilize the recommendations detailed in the Design and Constructability Review to edit their construction documents and in-house design.
- DOWL is currently anticipating that this effort will be for a general review only and DOWL will not be responsible for performing corrections or implementing review comments into the In-House Design.
- DOWL will review the PDF plans, specifications, and associated AutoCAD dwg files. DOWL will not review supplementary data used in the creation of the City's design. If there are deficiencies with the supplementary data, DOWL will not be able to identify those deficiencies and will not be responsible or liable. Examples of supplementary data that DOWL will not review include:
 - DOWL will not be checking topographic survey or survey related services.
 - DOWL will not be providing a review or recommendations for the geotechnical design associated with the project.
 - DOWL will not be providing a review or recommendations for existing utility mapping.
- DOWL will review the provided AutoCAD files and will provide recommendations to improve clarity, design conformance to City design standards, and general City drawing standards.
- DOWL will not be performing a quantity take-off for the opinion of probable cost.
- DOWL will not provide an Engineering Stamp.

Task 3 – Field Observation

Objective

To provide a Field Project Representative to document and observe the contractor during construction.

Approach

DOWL will provide one (1) full-time Field Project Representative on-site to observe construction activities. The responsibilities of the Field Project Representative will include the following:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City, contractor personnel, utility agencies, the public and others
- Prepare daily field/observation reports, submitted weekly to the City and cc'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments

- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
- Attend weekly construction progress meetings. Assume 12 weekly meetings.
- Field Project Representative will coordinate primarily with City Staff throughout this project.
- DOWL office support of the Field Project Representative will include QC of field reports and check-in calls.
- DOWL office engineering support for the Project is not included in this scope of work. If engineering support is required of the Field Project Representative or City, it will be as requested and directed by the City and billed under Task 6.
- Complete City standard inspection forms, including traffic control, potholing, and stormwater management.
- Collect tickets from trucks during the delivery of concrete and asphalt to the project site.
- Coordinate with City Project Manager and CME to schedule materials testing.
- Coordinate with City Project Manager and DOWL survey to schedule construction staking.

Deliverables

The following will be delivered under this task:

- Daily Field Reports for each day the Contractor is completing work on the project site (electronic copy as PDF, hard copies upon request)
- City standard testing and inspection forms (electronic copy as PDF, hard copies upon request).

Assumptions

The following assumptions apply:

- The Field Project Representative will be present during all construction activities. 10-hour workdays and an 80 working day contract period are anticipated for the California and River Run Street Rehabilitation Project and the University East Street Rehabilitation Project.
- If the Field Project Representative is requested to be onsite beyond the 80 working day contract period, a future contract amendment will be required.
- DOWL engineers will review the Daily Field Reports to ensure quality and consistency. DOWL engineers will not provide guidance to Field Project Representatives regarding project issues under this Task. The Field Project Representative will coordinate with the City Project Manager regarding project updates and issue resolution.

Task 4 – Construction Staking

Objective

To provide Construction Staking services during the construction of the Street Rehabilitation projects.

Approach

DOWL will provide a Construction Survey Manager and construction staking services. The responsibilities of the DOWL survey will include the following:

- Attend the pre-construction meeting and necessary progress meetings during construction. DOWL will provide staking at intervals necessary to ensure proper layout of curbs, gutters, driveways, sidewalks, pedestrian ramps (ADA compliant), alley ways, valley gutters, and monuments.
- After the curb and gutter has been replaced and prior to the roadway removal, verify lip of gutters and prepare cut sheets at the City's request for areas of special concern. Roadway monuments to be referenced in four directions and punched and described as per contract documents. There will be no stakes on dry utilities, property lines, or rough grading staking.
- Additional surveying controls to be as follows:
 - Supplemental Control: Recover survey control and extend the existing project control as necessary for construction staking.
 - Right-of-way and Survey Monuments: Locate and reference all existing survey monuments and provide "straddles" offsets for monument reinstallation. Monument cap to include Professional Land Surveyor number and be field punched after installation. A corner record of all reinstalled monument to be filed as the Washoe County and a copy of the record sent to the City. The 50% level design plans provided by the City of Reno do not show any centerline monuments and DOWL has not estimated any hours towards this task.
- Roadway Stationing: Offset stakes with horizontal control for stationing as per the Improvement Plans; final grades for asphalt to be designated at the appropriate stationing on high-side curb line to crown.
- Curb and Gutter: Offset stakes with horizontal and vertical control at 25' intervals and at centerline of driveways. Additional staking will be provided at grade breaks in the curb and gutter as noted on the Improvement Plans.
- Pedestrian Ramps: One (1) set of offset stakes at ¼ points around curb returns for horizontal control with cut/fill to top of curb elevation at the returns and one (1) line only stake for centerline of ramp.

Deliverables

The following will be delivered under this task:

- Cut sheets for project improvements (electronic copy as PDF, hard copies upon request)

Assumptions

The following assumptions apply:

- DOWL will use provided CAD files from City of Reno for construction staking.
- The City 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 California and River Run Street Rehabilitation project assumes 17 mobilizations of DOWL survey and the University East Street Rehabilitation project assumes 12 mobilizations.
- The City Project Manager and the DOWL Field Project Representative will be responsible for the coordination of construction staking. DOWL's engineers will not be responsible for the coordination of construction staking services.

- Underground utilities will not be included as part of this project and will not require construction staking. Staking will be provided for the items listed in the approach section above.

Task 5 – Materials Testing

Objective

To provide materials testing services during construction of the East University and California Street Rehabilitation projects.

Approach and Deliverables

Construction Materials Engineering (CME) has outlined the services and deliverables they will provide in their scope of work. Please refer to the attached documents.

Assumptions

The following assumptions apply:

- The City Project Manager and the DOWL Field Project Representative will be responsible for the daily coordination of materials testing. DOWL's engineers will not be responsible for coordination with CME or the interpretation of Test Reports completed by CME.

Task 6 – On-Call Owner Directed Construction Support Services

Objective

To provide the capability for City staff to request additional services from DOWL which were unknown or outside of this scope of work.

Approach

The following approach applies:

- At the time of request, DOWL will provide a budget and schedule for any work associated with this task.

Deliverables

There are no formal deliverables associated with this task.

Assumptions

The following assumptions apply:

- Any request for services under this task must be provided in writing by the City.
- DOWL will not be providing construction survey or staking services.
- DOWL will not be providing geotechnical material testing services or recommendations for this project.

FEES:

DOWL proposes to furnish professional engineering services for the scope of work described in here in on a time and material basis using our standard engineering fees as listed in "Exhibit B".

- a. Prevailing wage rates – The Consultant agrees to comply with NRS 338.
- b. Overtime charges – All Consultant and sub-consultant overtime charges have been included in the standard hourly rate.
- c. Misc expenses such as vehicles, phones, mileage, supplies, photocopies, etc. are included in the approved standard hourly rate and no additional fees will be charged by the consultant or sub-consultant.

The time and material fees will not exceed the following amounts for each of the Tasks outlined:

Task 1 –Project Management	\$ 12,000
Task 2 – Design and Constructability Review	\$ 36,015
Task 3 – Field Observation	\$ 150,600
Task 4 – Construction Staking	\$ 75,582
Task 5 – Materials Testing	\$ 112,119
Task 6 – On-Call Support Services	\$ 13,684
Total Contract Not To Exceed	\$ 400,000

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Senior Project Manager – Greg Lyman P.E.
- Project Manager - Jared Trowbridge P.E.
- Quality Control and Assurance – Keith Karpstein P.E.
- Geotechnical Engineer – Jon Del Santos P.E. (CME)
- Survey Project Manager – George Nicholas, PLS
- Inspector – Bruce Smith



Exhibit B

NEVADA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$185	Engineer IX	\$250
Accounting Technician	\$120	Engineer X	\$265
Administrative Assistant	\$95	Engineering Technician I	\$100
Administrative Manager	\$125	Engineering Technician II	\$115
Biologist I	\$130	Engineering Technician III	\$125
Biologist II	\$140	Engineering Technician IV	\$140
Biologist III	\$150	Engineering Technician V	\$155
Biologist IV	\$160	Engineering Technician VI	\$175
Biologist V	\$205	Environmental Specialist I	\$120
CAD Drafter I	\$105	Environmental Specialist II	\$135
CAD Drafter II	\$120	Environmental Specialist III	\$140
CAD Drafter III	\$130	Environmental Specialist IV	\$150
CAD Drafter IV	\$140	Environmental Specialist V	\$155
CAD Drafter V	\$150	Environmental Specialist VI	\$190
Senior CAD Drafter	\$170	Environmental Specialist VII	\$210
Civil and Transportation Designer	\$135	Environmental Specialist VIII	\$225
Senior Civil and Transportation Designer	\$170	Environmental Specialist IX	\$245
Contract Administrator I	\$160	Environmental Specialist X	\$265
Contract Administrator II	\$185	Field Project Representative I	\$130
Corporate Development Manager	\$230	Field Project Representative II	\$145
Cultural Resources Specialist I	\$120	Field Project Representative III	\$155
Cultural Resources Specialist II	\$140	Field Project Representative IV	\$170
Cultural Resources Specialist III	\$145	Field Project Representative V	\$210
Cultural Resources Specialist IV	\$180	Geologist I	\$135
Cultural Resources Specialist V	\$195	Geologist II	\$145
Document Production Supervisor	\$150	Geologist III	\$155
Engineer I	\$130	Geologist IV	\$175
Engineer II	\$140	Geologist V	\$205
Engineer III	\$155	GIS Coordinator	\$175
Engineer IV	\$175	GIS Manager	\$185
Engineer V	\$195	GIS Specialist	\$145
Engineer VI	\$205	GIS Technician	\$110
Engineer VII	\$215	Graphics Designer	\$130
Engineer VIII	\$225	Senior Graphics Designer	\$165



Description	Rate	Description	Rate
Hydrogeologist I	\$140	Professional Land Surveyor IV	\$150
Hydrogeologist II	\$165	Professional Land Surveyor V	\$160
Hydrogeologist III	\$195	Professional Land Surveyor VI	\$165
Sr. Hydrogeologist	\$225	Professional Land Surveyor VII	\$175
Intern I	\$85	Professional Land Surveyor VIII	\$185
Intern II	\$105	Professional Land Surveyor IX	\$210
Laboratory Manager	\$125	Professional Land Surveyor X	\$220
Laboratory Supervisor	\$105	Professional Land Surveyor XI	\$255
Landscape Architect I	\$130	Project Administrator	\$135
Landscape Architect II	\$145	Project Assistant I	\$115
Landscape Architect III	\$160	Project Assistant II	\$130
Landscape Architect IV	\$175	Project Controller	\$165
Landscape Architect V	\$190	Senior Project Controller	\$185
Landscape Architect VI	\$200	Project Manager I	\$160
Landscape Architect VII	\$210	Project Manager II	\$175
Landscape Designer I	\$95	Project Manager III	\$190
Landscape Designer II	\$115	Project Manager IV	\$205
Marketing Assistant	\$105	Project Manager V	\$220
Marketing Coordinator	\$135	Project Manager VI	\$235
Marketing & Administrative Manager	\$225	Project Manager VII	\$250
Materials Technician I	\$95	Proposal Manager	\$140
Materials Technician II	\$105	Senior Proposal Manager	\$210
Lead Materials Technician	\$115	Public Involvement Assistant	\$115
Senior Materials Technician	\$125	Public Involvement Coordinator	\$155
Materials Manager	\$130	Public Involvement Planner	\$135
Planner I	\$120	Public Involvement Program Manager	\$200
Planner II	\$145	Real Estate Services Manager	\$180
Planner III	\$160	Right of Way Agent I	\$125
Planner IV	\$175	Right of Way Agent II	\$140
Planner V	\$190	Right of Way Agent III	\$155
Planner VI	\$200	Right of Way Agent IV	\$170
Planner VII	\$210	Right of Way Agent V	\$185
Planner VIII	\$225	Right of Way Agent VI	\$215
Planner IX	\$240	Right of Way Assistant	\$115
Planner X	\$280	Risk Manager	\$200
Planning Technician	\$110	Senior Manager I	\$240
Professional Land Surveyor I	\$120	Senior Manager II	\$260
Professional Land Surveyor II	\$130	Senior Manager III	\$270
Professional Land Surveyor III	\$140	Senior Manager IV	\$295



Description	Rate	Description	Rate
Senior Manager V	\$315	Survey Technician -- Supervisor	\$155
Senior Manager VI	\$335	Systems Administrator	\$155
Survey Technician I	\$90	Technical Coordinator	\$180
Survey Technician II	\$95	Utility Operator	\$145
Survey Technician III	\$100	Water Resource Specialist	\$195
Survey Technician IV	\$115	Water Rights Specialist I	\$160
Survey Technician IX	\$170	Water Rights Specialist II	\$190
Survey Technician V	\$120	Water Rights Specialist III	\$220
Survey Technician VI	\$130	Water Rights Technician I	\$105
Survey Technician VII	\$145	Water Rights Technician II	\$115
Survey Technician VIII	\$160	Water Rights Technician III	\$125

Survey Crews

One-Person Survey Crew	=	\$160 / hour
One-Person Survey Crew GPS/Robotics	=	\$180 / hour
Two-Person Survey Crew	=	\$240 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$280 / hour
Two-Person Survey Crew GPS/Robotics	=	\$255 / hour
Three-Person Survey Crew	=	\$350 / hour

Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.10/mile
Vehicle Usage – Trucks & SUV's	=	\$1.30/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m.-3:00 p.m.), and dinner (3:00 p.m. to midnight).

	Breakfast	Lunch	Dinner	Incidentals	1 st and Last Day	Per Diem Rate
Elko	\$13.00	\$15.00	\$26.00	\$5.00	\$44.25	\$59.00
Reno	\$16.00	\$17.00	\$31.00	\$5.00	\$51.75	\$69.00

For all other cities not listed above and meal breakdown, use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>



Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
- ~~5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).~~ JLT - 11/20/2024