

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the CITY OF RENO and the CITY OF SPARKS, hereinafter referred to as “CITY” and CR ENGINEERING, hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure construction management support services for the Bleach Building HVAC Replacement Project, 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 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.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on a time and material basis in the not-to-exceed amount of \$70,440.00 per Exhibit A. The City of Reno’s share is \$48,342.97 and the City of Spark’s share is \$22,097.03.

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' 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 O1 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: \$1 million per claim and \$2 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 its 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 City Attorney or Risk Manager.

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 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;

1 East First Street, 7th Floor
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

City of Sparks
Jim Rundle
Community Services Director
431 Prater Way
Sparks, NV 89431
PO Box 857
Sparks, NV 89432

CONSULTANT: CR Engineering
Christopher L. Rounds, PE
5434 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 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 Except as 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.

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

CR ENGINEERING



Christopher L. Rounds, PE

CITY OF SPARKS

By: _____
Dion Louthan
City Manager

CITY OF RENO

By: _____
Hillary L. Schieve, Mayor

ATTEST:

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

By: _____
Wes Duncan
City Attorney

APPROVED AS TO FORM:

By: _____
Susan Ball Rothe
Deputy City Attorney



Proposal

April 23, 2025

Haley Chew, P.E.
Associate Civil Engineer
City of Reno, Public Works Department
1 East First Street, 8th Floor
Reno, Nevada 89505

Re: Truckee Meadows Water Reclamation Facility (TMWRF)
Bleach Building HVAC Replacement Construction Administration

Dear Haley:

Thank you for the opportunity to provide the following professional services proposal. This letter is intended to define the project scope and fees.

Introduction

Design documents have been prepared for bid and construction purposes under a previous agreement. Per your request, the project will require construction administration (CA) services. The scope of these services are outlined below.

Design Services Scope of Work

Task 1 – Construction Administration

The following engineering services will be provided during construction through coordination with the City:

1. Review contractor submittals and shop drawings: Submittals will be reviewed for compliance with contract documents.
2. Pre-Construction Meeting: Conduct pre-construction meeting and provide agenda and meeting minutes. Team members expected to attend will include project manager, architectural sub-consultant, electrical sub-consultant, and structural sub-consultant.
3. Construction Meetings: Conduct on-site construction meetings, and provide meeting minutes that include a description of any decisions and action items. There will be weekly construction meetings. The architectural, electrical and structural sub-consultants will attend meetings on request. We estimate that there will be 16 weekly construction meetings. It is anticipated that the sub-consultants will attend 2 meetings each.
4. Contractor Request for Information and Field Change Notices: Provide response to Request for Information (RFI) and provide clarifications and/or explanation of the contract documents in the form of a Field Change Notice (FCN). We estimate that a maximum of 20 RFIs and FCNs will be needed.
5. Requests for Quotation and Extra Work Orders: Design team will assist the City and construction manager in the preparation of Request for Quotation (RFQ) and Extra Work Order (EWO). RFQ responses from the contractor will be evaluated and recommendations provided to the City for EWO language and information. We estimate processing a maximum of 10 RFQs and EWOs.

6. Payment Applications: Engineering staff will review contractor payment applications and provide applicable recommendations to the City for payment. We estimate a maximum of 6 monthly pay applications.

Task 2 – Construction Observation

Engineering staff will provide observations of construction work for compliance with the contract documents. Observation reports will be prepared and submitted to the City and contractor.

Task 3 – Special Inspections

Special inspections will be provided as required by local building codes and construction documents.

Task 4 – Project Closeout

The following services will be provided for project closeout.

1. Review test & balance report.
2. Final Inspection: Project manager will coordinate a final inspection with the design team, the City, and TMWRF staff. A list of corrective items will be prepared for construction work not in conformance with the contract documents.
3. Review operation and maintenance (O&M) manuals.
4. Prepare acceptance of installation report.
5. Record Documents: Prepare record drawings based on changes recorded by the contractor. Provide the following to the City of Sparks:
 - a. Two paper copies of drawings (full size), specifications, meeting notes, inspection reports, testing, submittals, etc.
 - b. Adobe PDF files of all drawings, specifications, meeting notes, inspection reports, testing, submittals, etc.
 - c. AutoCAD files of all drawings.
 - d. Word documents of all specification sections.
 - e. Inspection photos.

Task 5 – Contingency

A budget allowance of \$10,000 is proposed to address additional scope items. These additional scope items are limited to activities that support completion of the project. Any additional service requests will require written authorization by the City to proceed on a time-and-material basis.

Services not Included

- Permit fees

Document Standards

All documentation will be prepared in compliance with the TMWRF EOMM Purposes – Record Drawing and Equipment ID requirements. Included with this standard is a drawing border, P&ID standards, and process description templates.

Fee

The estimated cost budget, Attachment A, assumes a construction schedule of 100 calendar days. Staffing levels and budgets are estimates based on a qualified contractor completing the contract within 100 calendar days. Additional costs for construction management services may be required for construction work that extends beyond this schedule.

Work will be performed on a time and materials basis not to exceed seventy thousand four hundred forty dollars (\$70,440). The budget estimate is generally acknowledged to reflect the Scope of Work. Budgets for individual tasks are shown for estimating purposes only and are not limiting for each task. Labor hours may be reallocated within the tasks in such a manner so as not to exceed the approved budget.

If this is acceptable, please execute an agreement.

Sincerely,

CR ENGINEERING



Christopher L. Rounds, PE

CR ENGINEERING

Mechanical Engineering Consultant
 5434 Longley Lane
 Reno, NV 89511
 Phone: 775.826.1919
www.cr-eng.com



Attachment A

Project: TMWRF Bleach Building HVAC Construction Administration
Date: 4/23/2025

TASK	Staff Hours					
	Principal Engineer	Sr. Engineer	Engineer/ Sr. Designer	Designer	Draftsman	Clerical
Task 1 Construction Administration	1	60			16	4
Task 2 Construction Observation		32				2
Task 4 Project Closeout	1	16			8	2
Task Subtotal	2	108	0	0	24	8

Labor Rates	Hours	Rate (\$/hr)	Total
Principal Engineer	2	240.00	\$480
Senior Engineer	108	200.00	\$21,600
Staff Engineer/ Sr. Designer	0	160.00	\$0
Designer	0	140.00	\$0
Draftsman	24	120.00	\$2,880
Clerical	8	110.00	\$880
Subtotal Hourly Labor Fee			\$25,840

Subconsultant Expense		Fee
Electrical	Jensen Engineering	\$7,000
Structural	CFBR Group	\$10,350
Architectural	Hooft Architecture	\$15,250
Task 3 Special Inspections		\$1,500
Printing Expense, Record Documents		\$300
Printing Expense, Inspection Reports		\$200
Task 5 Construction Contingency		\$10,000
Total Fee		\$70,440