

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF RENO and the CITY OF SPARKS, hereinafter referred to as “CITY” and Carollo Engineers, Inc., hereinafter referred to as “CONSULTANT.”

### WITNESSETH

WHEREAS, the CITY wishes to secure Construction Management services for the Heat Loop Improvement Project at the Truckee Meadows Water Reclamation Facility (TMWRF), 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.

3.3 The CITY will furnish CONSULTANT available reports, studies and data pertinent to CONSULTANT’s services and CONSULTANT is entitled to use this information in performing the services under this Agreement.

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 Exhibits A which is incorporated herein by this reference as part of this agreement.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on a time and expense basis in the not-to-exceed amount of \$426,175.00 as reflected in Exhibit B which is attached hereto and incorporated herein by this reference. The City of Reno's share is the sum of \$292,483.90 and the City of Sparks's share is the sum of \$133,691.10.

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.**

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:

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

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 mail, 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 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 "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  
1 East First Street  
Reno, NV 89501  
P.O. Box 1900  
Reno, NV 89505

City of Sparks  
John Martini, P.E.  
Assistant City Manager  
431 Prater Way  
Sparks, NV 89431  
PO Box 857  
Sparks, NV 89432

CONSULTANT: Carollo Engineers, Inc.  
Tim Loper, PE  
Senior Project Manager/Vice President  
50 West Liberty St.  
Reno, NV 89501

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 regardless of the outcome of any proceeding brought to enforce or interpret this Agreement.

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 or electronic signature on this Agreement shall be treated for all purposes as an original signature. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

-Signature page follows-

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

CAROLLO ENGINEERS, INC.

\_\_\_\_\_  
Tim Loper, PE  
Senior Project Manager/Vice President

\_\_\_\_\_  
Richard Gutierrez, PE  
Project Manager/Vice President

CITY OF RENO

CITY OF SPARKS

\_\_\_\_\_  
Hillary L. Schieve, Mayor

\_\_\_\_\_  
Ed Lawson, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Mikki Huntsman, Reno City Clerk

\_\_\_\_\_  
Lisa Hunderman, Sparks City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Ball Rothe, Deputy City Attorney

\_\_\_\_\_  
Wes Duncan, City Attorney

**Exhibit A**  
**Scope of Services**  
**Carollo Engineers, Inc.**  
**(ENGINEER)**  
**Truckee Meadows Water Reclamation Facility (TMWRF)**  
**(OWNER)**  
**CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES DURING**  
**CONSTRUCTION**  
**for**  
**HEAT LOOP IMPROVEMENTS PROJECT**

## **PURPOSE**

The purpose of this document is to define ENGINEER's scope of services and time of completion. The services provided by ENGINEER shall be generally defined as construction management (CM), inspection, and engineering services during construction (ESDC) for the Project. Major project elements include: plant heat loop system improvements including replacement of buried and exposed insulated piping, valves, and other ancillary appurtenances. The scope of services is based on a total construction period of 180 calendar days from CONTRACTOR's notice to proceed until final project acceptance (approximately 6 months) plus an additional 365 days for the warranty period.

The scope of work includes the following tasks:

- Task 1 – Preconstruction Activities
- Task 2 – Construction Contract Administration & Engineering Assistance
- Task 3 – Construction Monitoring
- Task 4 – Contract Closeout Activities

## **TASK 1 – PRECONSTRUCTION ACTIVITIES**

### **Task 1.1 – Administrative Setup**

ENGINEER will set up file system for the project which will include files, software, and administrative procedures. The filing system will be designed to provide an efficient archival of documents during and after construction.

ENGINEER will use the Microsoft Teams software platform to manage the construction documents. This includes organizing, tracking, filing, storing, retrieving, and managing paper and electronic correspondence, including letters, requests for information (RFIs), field memoranda and clarifications, submittals, contracts, reports, progress payments, extra work orders (EWO), and other relevant documentation. ENGINEER will track contract RFIs, extra work orders, submittals, design clarifications, field orders, and other miscellaneous correspondence.

## Task 1.2 – Preconstruction Conference

ENGINEER will conduct a preconstruction conference with the City of Reno (City), TMWRF staff, and contractor. Specifically, 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. A meeting agenda will be formulated prior to the conference. Meeting minutes for the conference will be compiled.

## Task 1.3 – Project Management

ENGINEER will coordinate with OWNER and manage budget and prepare monthly project progress reports to summarize the project work progress, issues, and scope and budget status. Monthly progress reports will include:

- **Scope Report** - A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated, and work scheduled for the next reporting period.
- **Cost Report** - A report that shows the current period and accumulated expenditures to date, and the approved not to exceed fee. The cost information will not be more than one month old and include allowance for unbilled costs. The cost report will include a separate accounting and detail of expenditures for any approved additional services.

## TASK 2 – CONSTRUCTION CONTRACT ADMINISTRATION & ENGINEERING ASSISTANCE

### Task 2.1 – Document Existing Site Conditions and Project Progress

Photo documentation will be utilized throughout the construction sequence to provide a visual database of existing site conditions, project progress, and Request for Information related conditions. All photographs will be digital and compiled in the file storage system, indexed by date. A copy of the photographs will be provided to the OWNER at the end of construction.

ENGINEER will also document the Contractor's photo/video documentation and provide it to the OWNER. Weekly inspection and progress logs will be taken and archived in the file system during active construction. This task assumes up to 24 logs.

### Task 2.2 – Requests for Information and Design Clarifications

ENGINEER will respond to, log, and track the CONTRACTOR's requests for information (RFI) and provide clarifications of the Contract Documents. All RFI's will be logged and tracked.

ENGINEER will endeavor to provide written responses to the Contractor within seven (7) calendar days after receipt of each RFI in the ENGINEER's inbox. If the review cannot be performed within this seven (7) day calendar period, ENGINEER shall notify the OWNER and Contractor.

It is estimated that the CONTRACTOR will issue approximately 40 formal RFI's and the ENGINEER will require an average of four (4) hours per request. An additional 40 hours is allotted for preparing Design Clarifications (DC's).

### **Task 2.3 – Submittal Review and Tracking**

ENGINEER shall receive, log, and track submittals, shop drawings and samples provided from the Contractor. ENGINEER shall review, comment on and forward review comments to the Contractor. Review by ENGINEER will determine whether equipment and materials proposed by the CONTRACTOR will meet the design intent of the Project and the requirements stipulated in the Contract Documents.

ENGINEER will provide review comments for each transmitted submittal in either a summary written response or by written comments directly on each copy of the submittal to the Contractor. ENGINEER will endeavor to complete review of submittal, provide comments and transmit package to the Contractor within ten (10) calendar days after receipt of each submittal in the ENGINEER's inbox. If the review cannot be performed within this ten (10) day calendar period, ENGINEER shall notify the OWNER and Contractor.

ENGINEER's review is not intended as acceptance of the Work if submittals deviate from the Contract Documents or contain errors, omissions, or inconsistencies, nor is the review intended to relieve CONTRACTOR of his full responsibility for performance as required by the Contract Documents, nor is the review intended to ensure or guarantee lack of errors, omissions or inconsistencies between the submittals and the Contract Documents.

It is estimated that approximately 50 original submittals and equipment operation and maintenance manuals will be submitted by the CONTRACTOR. This effort is anticipated to require approximately 350 hours of ENGINEER's effort, including review of the first resubmittal for fifty (50) percent of the original submittals, and second resubmittal for twenty-five (25) percent of the original submittals.

### **Task 2.4 – Schedule Review and Monitoring**

ENGINEER will review the Contractor's initial baseline schedule for completeness and appropriateness with respect to the milestone dates, end date, and construction constraints. ENGINEER will review the contractor's monthly schedule updates, recovery schedules (as needed), and will notify the OWNER of any deviations from the baseline schedule.

### **Task 2.5 – Weekly Construction Progress Meetings**

During the onsite construction portion of the work, weekly progress meetings are necessary to maintain continuing and effective dialogue between team members, and to keep the project on track. Progress meetings will be held on-site to discuss the general project schedule; three-week look ahead schedule; current, past, and potential issues; permit, mitigation and monitoring plan issues; and outstanding items such as RFIs and submittals. ENGINEER will conduct the progress meetings and issue meeting minutes. This task assumes ENGINEER will administer up to 30 weekly Project Construction Progress Meetings. It is assumed the Construction Manager and Resident Engineer will attend the meetings in person at the site and that the Project Manager will attend meetings virtually using MS Teams or other conferencing software. The meeting date will be maintained for a specific day of the week (e.g., each Monday at 10:00). Participants will discuss outstanding or upcoming Project action items and issues.

### **Task 2.6 – Monthly Status Reports**

ENGINEER will prepare and submit to the OWNER monthly reports highlighting project progress, extra work orders, budget, and schedule status. This task assumes up to 8 monthly status reports.

## **Task 2.7 – Issues Management**

Issues management relates to the solution of unanticipated problems that arise during construction. A coordinated issues management approach minimized delays in the field and provides for cost effective resolutions.

### **Subtask 2.7.1 – Unforeseen Conditions**

ENGINEER will work with the Contractor to quantify problems caused by unforeseen site conditions.

### **Subtask 2.7.2 – Conflict Resolution**

ENGINEER in conjunction with the Contractor, will analyze the problem and seek to resolve the problem in the field. ENGINEER will seek appropriate advice from OWNER if any redesign is required.

### **Subtask 2.7.3 – Field Memoranda and Clarifications**

“No Cost” solutions to field issues will be documented issuing a field memorandum or clarification. Solutions with an associated cost or schedule impacts will be handled as a potential extra work order and negotiated with the contractor in coordination with the OWNER. The OWNER will receive copies of all field memoranda and clarifications.

## **Task 2.8 – Extra Work Orders**

ENGINEER will implement an extra work order review process that will include the following:

### **2.8.1 - Schedule Impact Review**

The impact on the schedule of the proposed change will be evaluated and reviewed. Any time extensions requested in the change will be evaluated for merit.

### **2.8.2 - Discrepancy Negotiation**

ENGINEER will negotiate with the Contractor in the event that ENGINEER’s cost estimate or schedule impacts review does not agree with the Contractor’s request. These negotiations will be conducted to produce an acceptable change request that can be presented to the OWNER for consideration.

### **2.8.3 - Disposition Recommendations**

ENGINEER will prepare a disposition recommendation for each Extra Work Order, which will provide a narrative justification for either recommendation of execution of an extra work order or denial of the change. ENGINEER will provide assistance to the OWNER in regard to preparation and justification of change.

### **2.8.4 - Cumulative Impacts**

ENGINEER will track the cumulative impact of extra work orders on the project cost, force account, and schedule. This information will be summarized in the monthly reports. This task assumes up to 4 extra work orders will be prepared.



## **Task 2.9 – Progress Payment Applications**

ENGINEER will determine the amount owed to the contractor based on ENGINEER's observations at the site, schedule of prices, and the data comprising the application for payment, and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute representation to the OWNER that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information, and belief, the quality of work is in general conformance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon final acceptance, to results of subsequent tests and inspections of others, to minor deviations from the contract documents correctable prior to completion, and to specific qualifications expressed by ENGINEER.

### **2.9.1 - Payment Request Review**

ENGINEER will review the Contractor's progress payment applications against the schedule of prices for verification of work completed. Retention amounts and numerical addition will be verified.

### **2.9.2 - Quantity Verification**

ENGINEER will verify each pay item in the payment application with the Contractor and through field measurement and inspection.

### **2.9.3 - Payment Application Documentation.**

ENGINEER will prepare payment documentation for execution by the OWNER to support the Contractor's application. This task assumes up to 10 pay applications.

## **TASK 3 –CONSTRUCTION MONITORING**

### **Subtask 3.1 - Onsite Personnel & Field Visits**

A Resident Engineer will be on site when needed. The time onsite will increase during critical activities and decrease during non-critical times. This task assumes that the Resident Engineer will be on site an average 8 hours per week, for approximately 24 weeks during active construction. The Resident Engineer will observe construction activities, and will be responsible for coordinating construction documents and RFIs, and scheduling inspections and testing.

The project manager/responsible engineer will also make periodic site visits to attend meetings, observe relevant portions of the work, and observe field conditions.

### **Subtask 3.2 - Testing**

ENGINEER's geotechnical subconsultant (CME) will provide materials testing on the project.

Requests for testing and scheduling will be coordinated with the Contractor. Test results will be documented in progress reports. City of Sparks will perform any inspections related to the project building permits.

#### **3.2.1 – Materials Testing**

ENGINEER's subconsultant will provide materials testing of soils, utility backfill, aggregate base and asphalt, as well as concrete testing which includes slump, air content, concrete temperature,

maximum/minimum curing temperature and compressive strength cylinders. This task assumes that CME will make 10 site visits at 3 hours each for materials testing.

### **3.2.2 – Special Inspection**

ENGINEER shall provide specialty inspection related to geotechnical, structural (including welding), or mechanical disciplines. This scope assumes 4 site visits for specialty inspection at 3 hours each for this activity.

### **3.2.3 – Startup and Testing Assistance**

ENGINEER shall assist OWNER in the startup of the processes. Startup assistance shall generally follow procedures outlined in the Contract Documents. ENGINEER shall assist OWNER in determining existing process operational modifications to facilitate startup of new facilities and assist in establishing initial process setpoints.

ENGINEER shall review the Contractor's general plan for startup operation prior to startup. ENGINEER shall be available to resolve startup and process setpoint issues and provide consultation regarding equipment installation issues. The Resident Engineer will observe and document the demonstration testing of the system. TMWRF staff will operate the Heat Loop equipment for all testing.

## **TASK 4 – CONTRACT CLOSEOUT ACTIVITIES**

### **Subtask 4.1 - Walkthrough/Completion List**

When the Final Acceptance Testing is considered complete, a project walkthrough with the OWNER and Contractor will be scheduled to compile a completion punchlist. The completion punchlist will be provided to the Contractor, and items tracked to resolution.

### **Subtask 4.2 - Administrative Requirements Verification**

ENGINEER will verify that the required certificates of compliance, warranty certificates, final as-built drawing information, training, and other administrative items required by the contract documents have been executed and delivered by the Contractor.

### **Subtask 4.3 - Final Acceptance List Walk Through**

ENGINEER will perform one final walk through to verify that all completion list items have been completed. The completion of each completion punchlist item will be verified and the completion date noted.

### **Subtask 4.4 - Contract Retention**

ENGINEER will review the contractor's final payment application for retention, and will make a recommendation to the OWNER for payment of retention.

### **Subtask 4.5 - Final Payment & Notice of Completion**

The Contractor's final progress payment application will be reviewed for conformance and completeness. Final payment quantities will be verified. ENGINEER will review the status of all stop notices, mechanics

liens, and other claims against the project prior to the time of preparing the final payment request. Upon verification of completion of all completion list items, ENGINEER will assist the OWNER in executing and filing the Notice of Completion for the project. The Notice of Completion will verify that the Contractor has fulfilled the contract requirements and that all work is complete.

#### **Subtask 4.6 – Record Drawings & Closeout Documents**

The Contractor and ENGINEER shall maintain a current set of marked-up Contract Documents detailing field changes. Following Contract closeout, ENGINEER shall prepare one set of full-sized reproducible set of record drawings reflecting field changes noted by the Contractor. ENGINEER shall provide electronic copy of record drawings to OWNER in AutoCAD and PDF. ENGINEER will prepare a letter of project completion to NDEP to satisfy their approval requirements.

#### **Subtask 4.7 – Warranty Assistance**

Prior to the end of the one-year warranty period, ENGINEER shall meet with the OWNER and assist in compiling a list of any outstanding warranty items, and as requested, assist the OWNER in preparation of a document to the CONTRACTOR delineating any remaining warranty issues to be addressed.

#### **Deliverables**

- Completion punchlist.
- Letter of recommendation for release of retention.
- Notice of Completion
- Record Drawings, electronic in AutoCAD and pdf formats
- Letter of project completion notice to NDEP.
- List of outstanding warranty items to be addressed by the Contractor.

### **SCHEDULE**

Construction phase services for the Project are expected to require one (1) month for construction notice to proceed and approximately six (6) months for construction. The warranty period will extend for twelve (12) months after completion of the project. Therefore, ENGINEER shall complete work defined herein within nineteen (19) months following receipt of Notice to Proceed from the OWNER. The compensation set forth herein is directly linked to the schedule. If the schedule for any of the tasks is exceeded by the OWNER or Contractor, additional compensation for the engineering services may be required.

### **BUDGET**

Table 1 provides an estimated breakdown of hours per task. Compensation shall not exceed a cost ceiling of \$426,175 for Tasks 1 through 4 plus contingency, without amendment of this scope of services.

ENGINEER shall submit monthly invoices to OWNER based on ENGINEER's actual labor and expenses accrued each month.

#### **General Assumptions**

- Assume sixty minutes per Construction Progress meeting with Resident Engineer and Project Manager in attendance.

- It is assumed Special Issue meetings will be in person with up to two ENGINEER team members in attendance.
- Monthly reports will be submitted approximately two weeks following the month, to allow time to process invoicing for the services performed.
- It is estimated that the record drawings will require approximately three hours per sheet, which includes drafting, quality control, and checking.
- ENGINEER shall not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor. Nor shall ENGINEER have authority over or responsibility for safety precautions and sequences or procedures selected by the Contractor or safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing work.
- Where activities are subject to prevailing wage requirements, ENGINEER will pay prevailing wages in accordance with Nevada Revised Statutes (NRS) sections 338.010 through 338.090.
- Travel lodging, meals, and mileage shall be reimbursed in accordance with U.S. General Services Administration rates obtained for Reno, Nevada.

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