

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, 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 Support Services, for Civil Site Schematic Design of the Reno Fire Department Central Station 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 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 the not-to-exceed amount of \$419,029.00 as provided for in Exhibit A.

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

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

10.6 Other Insurance Provisions. General Liability Coverages

(a) The CITY, its officers, officials, and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the

CONSULTANT including the insured's general supervision of the CONSULTANT; products and completed operations of the CONSULTANT; or premises owned, occupied or used by the

CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

(b) The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, and employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, and employees.

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

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

10.7 Acceptability of Insurers. Insurance is to be placed with an A.M. Best and Company rating level of A - Class VII or better, or otherwise approved by the CITY in its sole discretion. CITY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

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

10.9 Subconsultants. CONSULTANTS shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subject to all of the requirements stated herein.

10.10 Miscellaneous Conditions.

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

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

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

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

11. Indemnification.

11.1 To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY and its officers, employees and agents (collectively "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. 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: Greg Lyman, P.E.
Senior Project Manager
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 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. In no event shall any prevailing party be entitled to an award of attorney's fees.

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

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

CONSULTANT



Greg Lyman, Senior Project Manager

CITY OF RENO

ATTEST:

Hillary L. Schieve, Mayor

Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe
Deputy City Attorney

EXHIBIT A – SCOPE OF SERVICES

CIVIL SITE SCHEMATIC DESIGN AND DEMOLITION FOR THE RENO FIRE DEPARTMENT CENTRAL STATION PROJECT

DATE: February 22, 2023

PROJECT DESCRIPTION: The City of Reno (City) is constructing a new fire department Central Station located on East Second Street in Reno, Nevada. The existing Reno Police Station building will undergo abatement and demolition. The new fire station facility has a square footage of approximately 60,000 square feet. The facility is anticipated to include the following:

- Three floors
- Six fire engine bays
- Two ambulance bays
- Living and sleeping quarters
- Administrative area, restrooms, a recreation area, and all mechanical, electrical, and auxiliary areas.

Site development will include parking, site lighting, possible street access modifications, ADA improvements, and landscaping. The existing gasoline tank & pumps located on the west portion of the site will be relocated off-site by others as a separate project.

DOWL, LLC (DOWL) will provide design and construction services for the site development per the tasks listed below:

- Task 1 – Project Management
- Task 2 – Topographic and Boundary Survey and Mapping
- Task 3 – Geotechnical Investigation
- Task 4 – Traffic Study
- Task 5 – Conceptual Design
- Task 6 – Schematic Design
- Task 7 – Demolition
- Task 8 – Project Contingency

Note: Construction related services and final design are not included and will be provided under a separate contract.

PART 1 - SERVICES

TASK 1 – PROJECT MANAGEMENT

Objective

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

Approach

DOWL will review project progress and communicate project status on a regular basis with the City, attend weekly project meetings in a virtual platform (i.e. Zoom, MS Teams), communicate with the City, Architect and CMAR Contractor, and prepare and review monthly invoices. Weekly meetings are anticipated over a period of four months.

TASK 2 – TOPOGRAPHIC AND BOUNDARY SURVEY AND MAPPING

Objective

To provide the necessary topographic and boundary data required for site design, permitting, and construction.

Approach

DOWL will conduct a boundary survey, for the subject parcel, in accordance with Nevada Revised Statutes, to locate the project boundary and any associated interior parcel lines. If necessary adjacent parcel corners will be located to assist in the establishment of the project boundary. DOWL will compare record maps, deed documents and preliminary title reports for the subject and adjacent parcels and analyze calculated and measured distances and compare them to record data. A boundary resolution will be provided and, if necessary, we will meet with the City to discuss boundary conflicts and possible courses for the problem resolutions. A floodplain assessment will also be provided for the parcel which will identify the floodplain in the existing condition and in the proposed condition.

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

Deliverables

The following will be delivered under this task:

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

Assumptions

The following assumptions apply:

- 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 City shall provide all available right-of-way mapping surrounding the subject parcel.
- DOWL will obtain title report from Western Title to assist with boundary resolution.

TASK 3 – GEOTECHNICAL INVESTIGATION

Objective

To investigate the subsurface conditions at the project site and provide recommendations necessary for existing building demolition, site design, and construction of the new building.

Approach

DOWL will coordinate with its subconsultant, to complete the following subtasks:

- A total of five (5) sonic borings will be drilled with exploration depths ranging from 10 to 60 feet or practical refusal. Borings will be drilled using a truck mounted sonic drill rig.
- Geophysical Survey – including a Seismic Refraction Microtremor (ReMi) Survey will be performed at one location to assess the seismic site classification in general accordance with ASCE 7-16. The results will include a one-dimensional shear wave velocity profile for the upper 100 feet of the tested area (V_s100).
- Laboratory testing of soil samples will be completed to assess the index and mechanical properties. Soil chemistry testing will also be performed to determine the potential for sulfate attack on concrete.
- Prepare a geotechnical investigation report that will summarize the field, laboratory and office studies. The report will also include recommendations for earthwork, retaining wall design, trenching, foundations, moisture vapor retarder for concrete slab-on-grade, and pavement design.

Deliverables

The following deliverables will be submitted under this task:

- Geotechnical Investigation Report (pdf format)

Assumptions

The following assumptions apply:

- No permits are required to access the site and perform the geotechnical work.
- There are no special access requirements and no extraordinary clearance requirements.
- Geotechnical subconsultant will coordinate existing utility location.
- The intent of the geotechnical investigation is to characterize the general subsurface conditions, provide recommendations for pavement design, footing design, and earthwork activities.

TASK 4 – TRAFFIC STUDY

Objective

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

Approach

DOWL will coordinate with its sub consultant to complete the following subtasks:

- Existing conditions analysis for the project study area and document the results. A description of the study area roadway network will be made including intersection control and operation, functional classification, roadway cross-section, and posted speed. Existing operating conditions will be compared to the relevant City standards to establish any existing deficiencies. Existing traffic operating conditions will also be used to establish a baseline for comparing build-year traffic conditions. Collision data for the study intersections will be obtained from City and/or NDOT records and summarized.
- Project study area will include the following intersections:

- 2nd Street/Lake Street
- 2nd Street/Evans Avenue
- 2nd Street/Ballpark Lane
- 2nd Street/High Street
- 2nd Street/Wells Avenue
- Kuenzli Street/High Street
- Kuenzli Street/Wells Avenue
- Project data collection efforts will include:
 - One 16-hr turning movement count at each of the study intersections to establish current traffic levels.
 - One 24-hr tube count on Kuenzli Street and 2nd Street west of High Street. This will establish the vehicle speed profile and heavy vehicle percentages within the study area.
- Transportation impacts of the proposed development will be evaluated and include an assumed 2024 No-Build and 2024 Build Year scenarios.
- DOWL will coordinate with City staff to determine any traffic from nearby approved developments that should be included in the background analysis. The amount of traffic added by the Central Station will be determined by applying trip generation rates provided by ITE using methods laid out in the Institute of Transportation Engineers Trip Generation Manual 11th Edition, 2021.
- Trip distribution will be determined from the existing traffic counts and feedback from City staff. The added Central Station traffic will then be superimposed on the 2024 No Build scenario to determine the expected traffic operating conditions once the project is built and fully operational.
- The 2024 Build Year scenario corresponds to the anticipated project opening year and will include analysis at all study intersections. By analyzing both the no-build and projected-build scenarios, the site's necessary mitigations may be determined.
- Street facilities and intersections shown falling below the minimum acceptable thresholds will be identified for possible mitigation measures.
- The traffic study will include discussion of pedestrian crossings and the potential need for multi-modal safety treatments at study intersections
- On-site parking demand and site circulation will be included in the discussion of the Central Station site plan.
- This scope assumes attendance at up to two public meetings/hearings to respond to traffic related questions.

Deliverables

The following deliverables will be submitted under this task:

- Traffic Impact Analysis

Assumptions

The following assumptions apply:

- If the TIA reveals off-site improvements are necessary, a design fee for these improvements will be negotiated at a later date.
- All background data (collision data, existing signal timings, future travel demand forecast) will be provided by City staff.

TASK 5 – CONCEPTUAL DESIGN

Objective

To evaluate the feasibility of the proposed new facility and demolition of the existing facility with regards to existing utilities, subsurface conditions, and site constraints.

Approach

DOWL will complete the following subtasks to develop up to three (3) concept designs for the proposed facility:

- Coordinate with utility owners in the project area to receive as-built plans and facility maps.
- Complete an initial site visit to evaluate existing utilities, site constraints, access locations, and off-site ADA deficiencies.
- Evaluate existing utilities in the project area and their suitability to serve the proposed facility. Deficiencies will be noted and the City will be informed. This effort will include a Discovery Level 1 or 2 application submittal to TMWA and a “Ballpark Estimate” and Discovery Level design application to NV Energy.
- Complete land development code review for setbacks, off-street parking, landscaping, fire access and other pertinent site requirements.
- Prepare up to three (3) preliminary site layouts that satisfy code requirements for presentation to the City.
- Meet with the City to discuss site layouts and any issues identified during the site evaluation.

Deliverables

The following deliverables will be submitted under this task:

- Preliminary site layouts (3 alternatives) (pdf format)
- Technical memorandum that summarizes issues identified during site evaluation (pdf format)

Assumptions

The following assumptions apply:

- Any deficiencies found in the existing utility data will be reconciled by the City prior to starting on Task 2, to include any potholing necessary to determine existing utility elevations and resolve potential utility conflicts.
- The Architect will be responsible for provide the footprint of the new building prior to beginning this Task.
- Off-site sanitary sewer and storm drain capacities are assumed to be adequate to serve the property due to the fact that the site is currently developed with a facility of similar size and use.
- No conditional use permit services, site plan review services, or public meeting presentations or attendance are included. It is assumed that the City and/or Architect will provide these services and DOWL’s services are limited to schematic design drawings and the reports noted above.
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TASK 6 – SCHEMATIC DESIGN

Objective

To develop a schematic design (30%) that identifies proposed surface improvements, utility layouts, site grading, drainage concept, site access, street improvements, vehicle circulation, and fire access. This submittal shall contain all the requirements needed for a site plan review if required.

Approach

DOWL will complete the following subtasks to develop the site improvement plans to approximately 30%

design:

- Complete a sewer report as required by the City of Reno Design Manual
- Complete a site Drainage Report as required by the City of Reno Design Manual.
- Prepare preliminary site plan(s) identifying proposed surface improvements for site and street (if required).
- Prepare preliminary utility plan(s) for potable water, sewer, and irrigation.
- Prepare preliminary site grading plan(s).
- Prepare preliminary drainage and Low Impact Development (LID) plan(s).
- Prepare preliminary site lighting plan and photometric plan(s).
- Prepare preliminary electrical service plan(s) for proposed facility.
- Prepare preliminary landscape plan(s) needed for the Site Plan Review.
- Approximately ten (10) plan sheets will be provided under this task.
- Meet with the City on a weekly basis to discuss designs. These meetings are noted in Task 1.

Deliverables

The following deliverables will be submitted under this task:

- Preliminary plans identified above (pdf format)
- Preliminary Sewer Report (pdf format)
- Preliminary Drainage Report (pdf format)
- All documents required for a site plan review.

Assumptions

The following assumptions apply:

- No cover sheet, general notes, abbreviations, survey control, or details will be provided for this task.
- Street improvements are limited to ADA improvements to pedestrian ramps and driveways and no traffic improvements are needed.
- Plans and specifications for bidding and construction are not included.
- No conditional use permit services, site plan review services, or public meeting presentations or attendance are included. It is assumed that the City and/or Architect will provide these services and DOWL's services are limited to schematic design drawings and the reports noted above.

TASK 7 –DEMOLITION

Objective

To evaluate, design, and coordinate the abatement and demolition of the existing building on site and related site improvements.

Approach

DOWL will complete the following subtasks:

- Prepare a bid set of demolition plans and specifications for the existing site. Approximately eight (8) plan sheets will be provided for the site demolition. This effort will be combined with the City's Architect for building related demolition.
- Assist the City of Reno with the necessary permitting for the site and building demolition.
- Provide bidding support related to site demolition.
- Coordinate with NV Energy and TMWA for abandonment of existing services and/or utilities. This will require application and plan submittal to both entities.

- Provide limited construction observation to verify site and building demolition are in accordance with the contract documents. It is assumed that this effort will require 10-20 hours per week over the period of construction. Construction is assumed for a period of eight (8) months.
- Assist the City of Reno with construction administration. This includes coordination with the contractor on schedule, reviewing contractor pay requests, coordination with utility owners for abandonment of services, and coordination with the City's Architect and Hazardous Abatement consultant.
- Respond to Contractor's requests for information or clarification of the contract for site demolition.
- Review Contractor submittals that may relate to site demolition.
- Provide materials testing for all backfill used for removed utilities and footings. It is assumed that no testing of concrete or pavement is required under this phase. Permanent concrete improvements and paving are assumed to be completed during construction of the new fire station facility.

Deliverables

The following deliverables will be submitted under this task:

- A bid set of demolition plans and specifications for the site demolition.
- Bid addendums as required.
- Responses to RFIs and submittal reviews.
- Daily Field Reports
- Materials Testing Reports for Backfill

Assumptions

The following assumptions apply:

- The City will hire Wise Consulting and Training directly for abatement consulting services.
- Wise Consulting and Training will coordinate all permitting, tracking and monitoring of hazardous materials identified on the site and within the building during construction.
- DOWL's design services are limited to outside of the existing building footprint.
- Construction observation is limited to 15 hours per week over an eight (8) month construction period.
- The City and/or Architect will assist with compilation of plans and specifications required for building demolition. DOWL will compile the final package for bidding.
- No weekly site meetings are required for the duration of construction. Site meetings will be held on an "as-needed" basis to address issues requiring resolution.

TASK 8 –PROJECT CONTINGENCY

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

PART 2 - SCHEDULE

- Notice to Proceed – February 2023
- Design Services – February 2023 – June 2023
- Construction Services for Building and Site Demolition – August 2024 - April 2025

PART 3 – COMPENSATION

DOWL proposes to perform the above Scope of Work for an estimated fee not to exceed **\$419,029**. The following outlines our cost per task:

| | |
|---|-----------|
| • Task 1 – Project Management: | \$35,560 |
| • Task 2 – Topographic and Boundary Survey and Mapping: | \$27,755 |
| • Task 3 – Geotechnical Investigation: | \$42,856 |
| • Task 4 – Traffic Study: | \$28,800 |
| • Task 5 – Conceptual Design: | \$20,680 |
| • Task 6 – Schematic Design: | \$66,895 |
| • Task 7 - Demolition: | \$156,483 |
| • Task 8 – Project Contingency: | \$40,000 |

We would like to thank you again for this opportunity to perform these services for your facility. Please contact us at (775) 851-4788 if you have any questions regarding this scope of work.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Lyman', with a stylized flourish at the end.

Greg Lyman, P.E.
Senior Project Manager



NEVADA FEE SCHEDULE

Personnel Billing Rates

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

| Description | Rate | Description | Rate |
|--|-------|------------------------------|-------|
| Administrator I | \$85 | Hydrogeologist I | \$125 |
| Administrator II | \$100 | Hydrogeologist II | \$150 |
| Administrator III | \$110 | Intern | \$70 |
| Administrator IV | \$120 | Planner I | \$105 |
| Construction Inspector I | \$120 | Planner II | \$130 |
| Construction Inspector II | \$135 | Planner III | \$145 |
| Construction Inspector III | \$140 | Professional Surveyor | \$170 |
| Construction Inspector IV | \$190 | Project Assistant I | \$100 |
| Designer I | \$120 | Project Coordinator | \$115 |
| Designer II | \$135 | Proposal Specialist | \$100 |
| Designer III | \$145 | Regulatory & Env. Specialist | \$125 |
| Electrical and Controls – Engineer in Training | \$145 | Senior Electrical Engineer | \$185 |
| Electrical Engineer I | \$140 | Senior Engineer | \$180 |
| Electrical Engineer II | \$150 | Senior Engineer II | \$195 |
| Electrical Engineer III | \$160 | Senior Engineer III | \$210 |
| Electrical Engineer in Training I | \$115 | Senior Hydrogeologist | \$210 |
| Electrical Engineer in Training II | \$125 | Senior Manager I | \$225 |
| Engineer I | \$125 | Senior Manager II | \$245 |
| Engineer II | \$140 | Senior Professional Surveyor | \$190 |
| Engineer III | \$155 | Senior Survey Technician | \$155 |
| Engineer in Training I | \$105 | Survey Technician I | \$100 |
| Engineer in Training II | \$115 | Survey Technician II | \$120 |
| Engineer IV | \$170 | Survey Technician III | \$140 |
| Environmental Specialist I | \$105 | Utility Operator | \$130 |
| Environmental Specialist II | \$120 | Water Resource Specialist | \$180 |
| Environmental Specialist III | \$135 | Water Rights Specialist I | \$135 |
| Field Project Representative | \$130 | Water Rights Specialist II | \$155 |
| GIS Analyst I | \$135 | Water Rights Specialist III | \$190 |
| GIS Analyst II | \$160 | Water Rights Technician I | \$90 |
| GIS Specialist | \$120 | Water Rights Technician II | \$100 |
| GIS Technician I | \$100 | Water Rights Technician III | \$110 |
| GIS Technician II | \$110 | | |

Survey Crews

| | | |
|------------------------|---|-------------|
| One-Person Survey Crew | = | \$160 /hour |
| Two-Person Survey Crew | = | \$270 /hour |

Other Fees and Charges

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case-by-case basis.