

## 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 2023 Talus Street & Sewer Rehabilitation Project 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 based on  
time and materials in the not-to-exceed amount of \$835,275.00 as provided for in Exhibits A  
(Scope of Services) and Exhibit B (2023 Rate Schedule).

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 selfinsured 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 selfinsured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.



10.3 Minimum Scope of Insurance. The following requirements apply. Coverage shall be at least as broad as:

(a) **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO 01 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

(b) **Automobile Coverage** at least as broad as Insurance Services Office Business

Auto Coverage form CA OO 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if non owned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 or

the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

(c) The Additional Insured Endorsements for General Liability shall be at least as broad as the unmodified ISO CG 20 10 04 13 and ISO CG 20 37 04 13 endorsements, or equivalent. The certificate shall confirm Excess Liability is following form.

(d) Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CITY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the project unless waived by the CITY. In the event the CONSULTANT goes out of business during the term of this Agreement or the six (6) year period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

10.4 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

(a) General Liability: \$1million minimum combined single limit per occurrence for bodily injury, personal injury and property damage, and \$2 million annual aggregate.

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

10.5 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the CITY Risk Manager. The CITY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles or selfinsured 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 bisexuality. 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.



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



Jeff Bernardo, Chief Operating Officer

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  
2023 Talus Street & Sewer Rehabilitation Project

February 2023

I. Definitions:

- a. The City: Any agent, employee, or representative of the City of Reno which represents the City's interests.
- b. The City, Project Manager (PM): The City's PM will represent the Director of Public Works and the City's interests and be the City's liaison for the duration of the project. The Consultant and Construction Services Manager shall report directly to the PM.
- c. Consultant: The individual(s), firm or Corporation (including its sub-consultant(s)) contracting with the City to provide engineering support, construction management, inspection, constructing staking and materials testing services during construction.
- d. Construction Services Manager (CSM): The Consultant's CSM is responsible for services performed as described in this Scope of Services and is responsible to the PM for the quality of these services. The CSM reviews and recommends monthly progress and final payments from the contractor and all changes to the Contracts for all Consultants and Contractors. The CSM certifies that all the work is done in general conformance with the Construction Contract Documents and City's standard practices.
- e. Project Engineer (PE): The individual(s), firm or Corporation contracting with the City to provide construction design support during construction.
- f. Consultant Inspector (CI): The Consultant's employee(s) who perform daily field inspection under the responsible charge of the Consultant's CSM.
- g. Owner's Representative: The City employee(s) who perform daily field inspection under the responsible charge of the PM.
- h. Consultant Materials Tester (MT): The Consultant's employee(s) who perform testing services under the responsible charge of the Consultant's CSM.
- i. Contractor: The individual(s), firm or Corporation (including its sub-contractor(s)) contracting with the City to executed a contract agreement for the specified work.
- j. Construction Contract Documents: The written contract between the City and the Contractor setting forth the obligations of the parties for the performance of the construction work as defined in said documents, including the basis of payment. The Construction Contract Documents include: the contract bonds, standard specifications, supplemental specifications, special provisions, general and detailed plans, notice to proceed, contract modification orders, and authorized extensions of time, all of which constitute one (1) instrument.

II. Project Specific Information

- a. Project Location: The City of Reno, Washoe County, NV.
- b. Consultant General Scope: The Consultant will provide Contract Administration, Construction Engineering Services, Materials Testing, and Surveying during construction on the 2023 Talus Street & Sewer Rehabilitation Project, as defined below. These services are intended to assist the City to administer the Contract for construction, monitor the performance of the construction Contractor, verify that the Contractor's work is in compliance with the Construction Contract Documents, and assist the City in responding to events that occur during the construction.
  - a. The Consultant will act as an agent of the City and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction. The Consultant will be responsible for compliance with all necessary requirements set forth by the contract documents.

### III. Work Duration

- a. Notice to proceed (NTP) for the Consultant Scope of Services Agreement is anticipated by April 03, 2023. The Consultant work duration is two-hundred and twenty nine (229) calendar days from the NTP, which includes pre-construction and project closeout activities described herein. The contract duration may be adjusted based upon the award of the contract and the completion of the work by the Contractor. Work will be required night and/or day, on weekends, holidays, and/or on a split shift basis. Work weeks may be in excess of or less than the standard forty (40) hour week.

### IV. Conformed Plans and Construction Contract Documents:

- a. Conformed Plans and Contract Documents for the project will be provided by the CSM.

### V. Initial Project Meeting:

- a. The Consultant and City project personnel shall meet to coordinate and schedule the required work prior to construction. The Consultant shall complete all work in accordance with the approved schedule or as approved by the PM.

### VI. Vehicles, Equipment, Materials & Staffing:

- a. The Consultant shall furnish each worker with a suitable vehicle registered in the State of Nevada. The Consultant shall furnish all personnel the following:
  - 1. Each with a cellular telephone (cell phone) and an electronic email address.
  - 2. Each supplied with materials, tools and equipment necessary to complete the field inspection work required including (but not limited to):
    - a. ASTM F2413 certified safety toe footwear (minimum 4-inches from the heel);
    - b. OSHA / ANSI certified hardhat;
    - c. ANSI Z87.1 safety glasses;
    - d. OSHA / ANSI certified hearing protection;



- e. OSHA approved ANSI/ISEA Class 2 Hi-Visibility safety vest;
  - f. A string line;
  - g. Four foot (4') carpenters level;
  - h. A manhole hook or pick;
  - i. A Mirror to view manhole interiors;
  - j. Twenty-five foot (25') and one-hundred foot (100') engineer's measuring tapes that read tenths of a foot (0.10');
  - k. A measuring wheel (measures to the nearest tenth of a foot);
  - l. A surveyor's level (with tripod) capable of reading a distance of at least four-hundred feet (400');
  - m. A twenty-five foot (25') level rod (measures to the nearest tenth of a foot); and
  - n. Adequate office supplies, such as: calculator, paper, notepad, computer, writing utensils, etc.
3. The Consultant will furnish all materials, tools, and equipment necessary to complete the work required for material testing. Materials testing equipment shall include (but not limited to):
- a. Nuclear asphalt content gauge;
  - b. Nuclear moisture-density gauge;
  - c. Concrete air meter;
  - d. Slump cone;
  - e. Other necessary concrete testing equipment;
  - f. Soil sieves and sieve shaker;
  - g. Electronic scale(s);
  - h. Asphalt sample containers and small hand tools;
  - i. Proctor compaction testing equipment;
  - j. Casagrande cup (Atterberg);
  - k. Rice value testing equipment;
  - l. Sand equivalent equipment;
  - m. Material oven;
  - n. Concrete cylinder molds (6" x 12"); and
  - o. Miscellaneous equipment for performing the required soils, asphalt and concrete tests.
- b. Consultant Personal: Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the City:
- a. The Consultant shall submit a list of Key Personnel, assigned to the project, prior to the start of construction.
  - b. The Consultant shall assign personnel for the duration of the Contract unless otherwise approved by the City. Employees required to operate vehicles must possess and maintain a valid State of Nevada driver's license. The inspectors and testers permanently assigned to the project shall be competent in Project Plans, Specifications, Reno Municipal Codes, NDEP and Air Quality Permit requirements, MUTCD, City manuals, City forms and documentation requirements. Testers and laboratory shall meet the current requirements of the Chapter VI of the City of Reno Design Manual.

## VII. Project Standards and Documentation Manual:

- a. All materials furnished and work performed within the City right-of-way shall be done in accordance with the 2012 edition of "Standard Specifications for Public Works Construction" (Orange Book) and all its updates.
- b. Documentation Manual (as approved by the PM) shall be provided to all Consultant inspection and testing personnel working on the project. The manual shall be kept onsite, up to date and shall include (but not limited to):
  - a. Daily field reports;
  - b. Daily traffic control update reports;
  - c. Contractor notification logs;
  - d. BMP inspection logs;
  - e. Photo logs with index;
  - f. As-built notes;
  - g. Material sampling identifications; and
  - h. Material testing reports.

## VIII. Contact Administration / Project Management

The CSM, in collaboration with the PM, will be responsible throughout the project for ongoing coordination of all activities outside construction management for the duration of the work. The CSM will be responsible for oversight of the Consultant team including their sub-consultants, billing, and coordination with other Agencies as required. Communications between the CSM and the Agencies will be through the PM unless otherwise directed. The CSM will assign staff to manage the project schedule, staffing plan, accounting structure, and associated updates. In addition, the CSM shall provide the following construction contract administration services:

1. **Construction Management:** The Consultant shall provide, to the satisfaction of the PM, construction services including: contractor coordination, inspection oversight, quality assurance testing and reporting, measurement, computation and documentation of quantities, billing, and other related tasks as required by the PM. The CSM, in collaboration with the PM, will be responsible for the ongoing day-to-day project coordination of all inspection and testing activities of the contract documents for the duration of construction.
2. **Pre-construction Meeting:** Consultant shall prepare pre-construction meeting agenda, distribute invitations, facilitate the meeting, prepare and distribute meeting minutes. Invitees shall include, but not necessarily limited to, the Contractor, City, Consultant, PE, involved Agencies, appropriate business and other project stakeholders, and emergency services. At this meeting the project schedule, responsibilities of each party, and lines of communication will be outlined. The Consultant shall capture the meeting minutes and submit these to the PM for final review and approval, prior to the Consultant distributing meeting minutes to all attendees.
3. **Contractor Meetings:** The Consultant shall attend all progress and pre-placement meetings in accordance with the contract documents. The Consultant shall provide an agenda and record all meeting minutes and distribute copies for review and approval

and make any reasonable and merited adjustments to the meeting minutes when requested.

4. **Coordination with Sub-Consultants:** The Consultant is responsible for the daily, coordination of all sub-consultants, including the scheduling of materials testing and compliance with all applicable permits.
5. **Records and Computations per Documentation Manual:** The Consultant shall provide, to the satisfaction of the PM, construction services including inspection, quality assurance testing and reporting, measurement, computation and documentation of quantities, reporting and record keeping, and other tasks as required by the PM. Records and computations shall be kept in accordance with the Consultants Documentation Manual. The Documentation Manual and shall become part of the construction project records.
6. **Meetings with Stakeholders, Public Information and Website Updates:** The Consultant shall setup and prepare at the request of the PM: Partnering meetings, weekly construction meetings and special meetings with businesses and/or stakeholders. The Consultant shall provide meeting agendas, meeting minutes and distribute documents to attendees to the City's satisfaction. The Consultant shall also provide information to the PM for Public Press Releases and website project information updates at a frequency requested by PM.
7. **Document Management:** Consultant will establish a system and set of procedures for managing, tracking and storing all relevant documents between the Contractor, Consultant and City produced during the bid / award, construction, and through the closeout phases of the project. Consultant will utilize an appropriate computer based document management system selected by City. Consultant will implement procedures for the logging and tracking of all relevant correspondence and documents. Consultant will assist the City in monitoring all outstanding decisions, approvals or responses required from the City.
8. **Web-Based File Sharing Site:** The Consultant shall establish a file transfer protocol (FTP) site for joint use of document and file storage, transfer and transmittal. The site shall be established and hosted by Consultant with password protected accessibility established for City, Consultant, Contractor, and PE. The CSM shall be responsible for the administration of the FTP site.
9. **Daily Reports and Photo Documentation:** The Consultant shall keep a detailed photograph log of construction progress, including detailed photographs and a video recorder (DVD or stored digitally) including backup copy of the pre-construction conditions. The video recording shall include an auto narrative of date, location, and observations. The photo log and daily reports, in their entirety, shall be kept current and in the Documentation Manual during the project and, upon request, made available for review by the City. The complete log along with photo index shall be submitted to the City at the end of the Agreement.
10. **Contractor Schedule Review:** The Consultant shall advise the City regarding the Contractor's conformance with the requirements of the contract documents, acceptability of the Contractor's project schedule, and evaluate if the Contractor is progressing according to schedule. The Consultant shall maintain a record of the Contractor's



revisions / updates to the project schedule and inform the City on a weekly basis of any concerns that the schedule may be delayed.

11. **Submittals:** The Consultant shall review for acceptance items submitted by the Contractor including: samples, catalog data, schedules, shop drawings, laboratory shop and mill tests, materials, and other data. This review is for the benefit of the City and it covers only general conformance with the information given in the contract documents. Consultant shall coordinate the handling of submittals for distribution to the appropriate review party, track review progress, and return to the Contractor. The Consultant's review shall be done in a manner which takes all necessary factors into consideration and the decision made shall be done in the City's best interests. The Consultant shall maintain a log of all project submittals indicating current status of all submittals, organize and maintain such files for the project duration. A complete log along with all submittals shall be submitted to the City at the end of the Agreement.
12. **Certified Payroll and DBE Verifications:** The Consultant shall ensure that the Contractor submits a weekly list which names the sub-contractors working on the project for that week.
13. **Utility Coordination:** The Consultant shall be actively involved in the coordination of all temporary and permanent utility relocation. The Consultant will review each utility's plan for relocation prior to their installation and coordinate each utility's requests with the Contractor and the City. The Consultant shall provide information or clarification whenever requested. The Consultant will coordinate such review with the design team and with the PM as appropriate. The Consultant shall verify the vertical and horizontal placement of each utility relocated (temporary and/or permanent) is not in conflict with any items required to be placed by the Contractor.
14. **Traffic Control Plan Review and Monitoring:** The Consultant shall review all Traffic Control Plan submittals from the Contractor and provide comments to the City. The Consultant shall provide daily monitoring of the integration of the Traffic Control Plan with construction activities and advise the City for necessary revisions. The Consultant shall review revisions to Traffic Control Plan, provide comments to the City Reno, and log revisions in the Documentation Manual.
15. **Clarifications & Request for Information:** The Consultant will review the Contractor's requests for information or clarification of the contract for construction. The Consultant will coordinate such review with the design team and with the City as appropriate. The Consultant will issue responses, and log & track the Contractor's request. The Consultant will assist the City in reviewing and responding to request from the Contractor for substitution of materials and equipment. The Consultant will review such request and will advise the City of the acceptability of such substitutions.
16. **Permit Compliance:** The Consultant shall ensure the Contractor is in full compliance with all the regulatory permits for work on the project site and staging / stockpiling areas. The Consultant shall verify that all permits issued have been completed, signed off by all parties, filed with the issuing agency, and assist the City and Contractor in closing open permits, as needed. This includes, but is not limited to, City, Washoe County, Nevada Department of Transportation (NDOT), Nevada Department of Environmental Protection (NDEP), Army Corps of Engineers, U.S. Fish and Wildlife Service, Carson Tahoe Water

Conservancy District, State Lands Conservation District, State Division of Water Resources, and the Federal Water Master permits.

17. **Change Management:** The Consultant shall evaluate any changes associated with construction of the project due to unknown conditions or Contractor change orders and shall assist in resolving any claims and disputes that may occur.
18. **Changed Subsurface and Physical Conditions:** Whenever the Contractor notifies the Consultant or City of changed subsurface or physical conditions at the site, the Consultant shall advise the City and inspect the conditions at the site immediately. The Consultant will advise the City as to the appropriate action(s), and will assist the City in responding to the Contractor. Engineering and technical services that are required to investigate the subsurface or physical conditions shall not be considered an Additional Service.
  - Contractor Initiated Changes / Contract Contingency (Force Account):**
    - a. The Consultant shall review all written Contractor requested changes to the contract for construction and will make recommendations to the City regarding the acceptability of the Contractor's request. If change is acceptable and approved by the City, the Consultant will assist the City in negotiations of the requested change. Upon agreement and approval, the PM will facilitate the final change with the Contractor.
    - b. At the weekly project meetings the Consultant will provide weekly reports to the City about the status of Force Account. The report shall include issued list of Force Account items approved, pending Force Account items and Force Account amounts. The Consultant shall review information submitted by the Contractor regarding the effect of proposed or issued Force Account items upon the construction schedule, duration, and completion date.
19. **Claims and Disputes:** The Consultant will receive, log, and notify the City about all letters and notices from the Contractor and/or Property Owners concerning claims or disputes between the Contractor and City pertaining to the acceptability of the work or the interpretation of the requirements of the Contract for construction. The Consultant will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. The Consultant will advise the City regarding the Contractor's compliance with the Contract requirements for such claims and disputes and will assist the City in discussions with the Contractor to resolve such claims and disputes. The Consultant will not issue decisions on Contractor claims or disputes except for claims or disputes due to Consultants errors and omissions. The Consultant will undertake investigation or analysis of Contractor's claims and disputes.
20. **Contractor Pay Estimate Verification:** Based on the Consultant's independent field measurements and on-site observations of the work, the Consultant shall review the Contractor's monthly progress payment application and supporting data, in order to confirm and approve in writing the concurrence of progress payment submitted by the Contractor(s) in such amounts. Such approval of progress payment shall constitute a representation to the City that based on the observations and review, the work has progressed to the point indicated and that to the best of the Consultant's knowledge, information and belief, the quantity and quality of the work is in accordance with the construction contract documents. Consultant shall complete their detailed review of the

progress payment requests and forward them to the City within five (5) calendar days after receiving such payment request.

21. **Project Completion:** Upon notice of substantial completion by the Contractor, the Consultant shall assist the City in conducting a formal inspection (walkthrough) with Contractor representatives to determine remaining work for final acceptance per the contract documents. The Consultant shall ensure that all equipment and facilities are demonstrated by the Contractor (to the City) to be operational in accordance with the contract documents. Consultant shall prepare a repair list (punch list) for the City's review and approval prior to issuing to the Contractor.
22. **Record Drawings and Final Report:** The Consultant's CSM shall verify that all field revisions (as-built modifications) provided by each CI have been properly documented in a timely manner throughout the construction duration and maintain a master set.
  - a. The Consultant will provide updated markups of the revisions throughout the duration of the project made available to City via the FTP site.
  - b. At the end of construction, the Consultant will use this master field plan set and available information from the Contractor to complete an as-built report and develop a complete set of record drawings. The as-built report shall be completed within thirty (30) calendar days of construction completion, be wet stamped by the PE, and address the following items:
    - Final closed-circuit television (CCTV) videos have been reviewed, and the pipes have been installed in conformance with the requirements of the contract documents;
    - Manholes and catch basins are all raised to grade and verified they are grouted and free of debris;
    - Survey monuments were replaced and punched and Corner Record has been filed at Washoe County;
    - Testing met or exceeded the minimum requirements and noted exceptions;
    - Pedestrian access ramps are constructed and meet the American Disabilities Act (ADA) requirements;
    - Striping and signage was completed as per plan or with noted exceptions;
    - Striping thickness was monitored and measured during placement and meets or exceeds the mil thickness specified in the contract documents;
    - Any items that are not in compliance shall be documented and what action was taken and if item is to be re-evaluated after warranty period;
    - Traffic signal infrastructure has been installed per the projects plans and specifications and is fully functional;
    - Identify warranty period; and
    - A hard copy and an electronic copy (PDF) of the Documentation Manual containing chronological record of construction activities on a compact disc (CD).
  - c. The record drawings shall be in the format listed and include:
    - Compiled list of GPS coordinates for manholes, pipe laterals, taps, angle points, and cleanouts;

- One (1) set of originals record drawings (hard copy), wet stamped; and
- A CD containing PDFs of the stamped record drawings.

## IX. **Construction Inspection:**

The Consultant shall assist the City by providing construction contract inspection services.

1. **Work Duration and Hours:** The Consultant shall be on-site to appropriately monitor the Contractor's daily work for compliance with the Construction Contract Documents, and to advise the Contractor and the City of the need for corrective action. The Consultant shall keep the PM informed on a daily basis as to how the work is progressing and provide timely notice to the City regarding deficiencies and issues of non-compliance. The Consultant will be required to work weekends and extended hours depending on the construction schedule. The City will require the Contractor to provide notification of its intent to work the weekends by no later than noon on Thursday, in order to provide the Consultant adequate time to provide the appropriate staffing on weekends.
2. **Review of Work / Quality Assurance (QA):** The Consultant will conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the Contract and that the integrity of the design concept, as reflected in the Contract, has been implemented and preserved by the Contractor.
  - a. The Consultant will supervise a field inspection staff who will prepare written reports, diaries, logs or other records of their observations. The CI shall be authorized and adequately trained / experienced to inspect all work performed and materials furnished are in compliance with the approved methods and/or submittals. Such inspection may extend to all or any part of the work performed and included in the Construction Contract Documents and this Scope of Work Agreement.
  - b. The CI shall not be authorized to revoke, alter, enlarge, relax or release any requirements of construction contract documents nor to approve or accept any portion of the performed work, or to issue instructions contrary to the Improvement Plans or Specifications.
  - c. In the case of any dispute arising between the Contractor and the CI as to materials furnished or the manner of work being performed, the CI shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the PE.
  - d. The CI shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the latter. The CI's activities are for the sole benefit and purpose of the City. The responsibility for ensuring that the work is constructed in strict conformance with the plans, specifications, and other contract documents resides solely with the Contractor. The day to day on-site inspections, periodic field tests, and other activities performed by the CI will serve as a general check to gauge the Contractor's compliance and in no way relieves the Contractor of his obligations to perform



in strict compliance with the contract documents.

- e. Any advice that the CI may give the Contractor shall in no way be construed as binding the PE, nor the City in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.
  - f. Inspections will also include, but are not limited to, daily inspection of traffic control for compliance with the approved Traffic Control Plan and review the contractors' Best Management Practices (BMPs) for compliance.
  - g. The CI will inform the City if any safety concerns are observed. Additionally, the CI will work directly with the Contractor to remedy any safety concerns that are observed. The public will be notified of any safety concerns by the Contractor if determined necessary by the City. Safety conditions will be documented as well as actions taken to correct said deficiencies when observed.
- 3. **Daily Photos and Log:** The Consultant's inspection staff will take daily photographs and maintain a photo log with photo index of the work in progress by the Contractor. Photo log will be made available to the City and will become part of the final as-built report. The Consultant inspection staff will take video of traffic conditions as needed and as directed by City of Reno. The Consultant is responsible for ensuring that the photos are accurately labeled with time and date and location of photo.
  - 4. **Quality Control (QC):** Consultant shall obtain a written plan from the Contractor for quality control (QC) of its work and will monitor the Contractor's compliance with its QC plan.
  - 5. **Factory and Off-Site Tests and Inspections:** The Consultant will coordinate tests and inspections of work, materials, and equipment for the project at off-site facilities and suppliers, as specified in the Construction Contract Documents.
  - 6. **Performance and Witness Inspection / Testing Manhole Coatings:** The Consultant will attend and witness field and factory performance tests, as specified in the Contract.
  - 7. **Performance and Witness Inspection CCTV:** The CSM or PE shall be present at all field video inspections and review all final videos and logs to ensure compliance to the construction contract documents. Prior to final surface restoration, the Consultant shall submit a report to the City with findings of the video inspections, including any deficiencies and recommendations for corrective actions to deficiencies. Submittal of final pipe videos and logs shall include cover letter with State of Nevada Professional Civil Engineering Seal stating that the pipes have been constructed in conformance with the requirements in contract construction documents.
  - 8. **Daily Field Revisions (as-built field set):** The CI shall properly document all field conditions including, but not limited to: existing vertical and horizontal locations of all existing utilities and services encountered during construction, changes in horizontal and vertical alignment of proposed improvements, location of newly installed laterals, locations of abandoned laterals, location and limits of abandoned in-place grouted pipe, location of abandoned in-place manholes, locations of slurry backfills and pipe encasements, and depth of existing asphalt and base sections. The CSM shall be

responsible for review and transmittal to the PM as each area of construction is complete.

9. **Utility Inventory:** The CI will verify and inventory, all existing and/or new utility valves, vaults, and manholes within the project area. The inventory shall be stored in the Documentation Manual. The Consultant will use this information to supplement the referencing requirements of the owning utility. The Consultant shall ensure and verify that the Contractor creates a utility reference log with a list of all utilities lowered. Verify that the utility reference log contains the type of utility lowered, street name, station location, depth, two reference point distances (also known as swing ties), date lowered, date raised, final elevation, and notes. The CI shall also verify that a waterproof set of the utility log is available on-site and the list is emailed to all utility owners and the PM. The inventory assembled by the Consultant does not relieve the Contractor of their responsibility for referencing and documentation of utilities per the owning utilities requirements.
10. **Deficient and Non-Conforming Work:** The Consultant will bring, to the attention of the Contractor and the City, any discovery or belief that any work by the Contractor is not in accordance with the Contract, is otherwise defective, is not conforming to requirements of the Contract, or does not conform to the applicable rules and regulations. The Consultant will thereupon monitor and document the Contractor's corrective actions and shall advise the City as to the acceptability of the corrective actions.

X. Materials Testing:

- a. MT will report directly to CI or Owner's Representative. MT shall provide a testing summary table which includes:
  - a. List of all field and laboratory testing required;
  - b. Method of test required;
  - c. Schedule of testing requirements (eg. 1 test per 100 cy);
  - d. Number of tests required; and
  - e. Any special conditions or testing variations.

Material Testing and other special inspection services shall include (but are not limited to):

1. **General Work Description:** The Consultant shall sample, test, and document all materials incorporated into the project. This includes materials delivered to the project that are listed in the Schedule of Prices or referred to in the Improvement Plans and Specifications. The Consultant shall also provide any other services as requested by the City:
  - a. Provide Material Testing for compliance with the project Specifications and the Standard Specifications for Public Works Construction, 2012 Edition (Orange Book) testing requirements as amended. Materials to be tested will include bedding material, soil backfill, hot mix asphalt, aggregate base, cement treated base, native subgrade material, structural fill material, structural concrete and Portland Cement Concrete. Test reports, accompanied with Consultant's recommendation regarding acceptance / mitigation of materials, shall be submitted promptly to the City and carbon copy (cc'd) to the appropriate governmental

jurisdiction(s).

- b. Provide on-site nuclear gauge testing and sampling during the placement of bedding and backfill, aggregate base, fill materials, and road base placement. Provide laboratory testing, including: moisture density curves (Proctor), plasticity index (PI), and gradation (sieve analysis). Provide laboratory compressive strength tests of roadway modified base material. Test frequency shall comply with the latest amendment of the Specifications for Public Works Construction (Orange Book). Provide verbal results at the time of testing to the CI and written Test Reports to the PM and the Contractor, on a weekly basis; Test Reports shall be stamped by a State of Nevada licensed Professional Engineer (PE).
- c. Provide on-site thin-lift nuclear gauge testing and sampling for hot mix asphalt (HMA) placement, on-site Portland cement concrete (PCC) testing and sampling for PCC placement, and pipe grout compression test. Test frequency shall comply with the 2012 edition of the Orange Book. Provide verbal results at the time of testing to the CI and written Test Reports to the PM and the Contractor, on a weekly basis; Test Reports shall be stamped by a State of Nevada licensed Professional Engineer (PE).
- d. Provide on-site concrete testing and sampling during the placement of concrete. Provide tests including: air content, slump and compressive strength of 6-inch by 12-inch molded cylinders with sulfur caps and maximum / minimum thermometer readings for field curing. Testing will meet the requirements specified in Section 336 of the Supplemental Specifications. Test frequency shall comply with the latest amendment of the Specifications for Public Works Construction (Orange Book). Provide verbal results at the time of testing to the CI and written Test Reports (including max. & min. temperatures) to the PM and the Contractor, on a weekly basis. Test cylinders will be prepared in accordance with ASTM C31/C31M.
- e. Provide HMA plant sampling and laboratory aggregate testing for each paving day. Provide laboratory tests consisting of: sieve analysis, fracture faces, liquid limit, plasticity index, percentage of wear (500 Rev.), soundness (coarse and fine aggregate) and absorption (coarse aggregate). Provide written Test Reports to the PM and the Contractor, on a weekly basis; testing of aggregates will be performed on a maximum of two (2) samples.
- f. Provide asphalt oil testing by randomly taking samples from three (3) paving days. Three (3) oil samples will be taken by the plant operator with the Consultant present. Each sample will be properly labeled and signed-off by the Consultant and the plant operator. One (1) daily sample will be left with the plant operator, one (1) sample will be used for specification verification and one (1) sample will be stored at the Consultant's laboratory for dispute resolution. The remaining sets of daily samples shall be stored at the Consultant's laboratory through the Contractor's one (1) year warranty period in the event additional testing is requested by the City. One (1) test is anticipated for the asphalt binder (PG 64-28NV). Provide written Test Reports to the City PM and Contractor, on a weekly basis.
- g. Provide HMA tests per five-hundred (500) tons placed. Laboratory tests shall include: asphalt content, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. All hot mix samples are to be tested same-day (reheating will

not be allowed); Test Reports will also include voids in total mix. Provide written Test Reports to the City PM and Contractor within twenty-four (24) hours of sampling.

- h. Provide HMA coring and laboratory testing including: core unit weight and percent compaction and in place air voids. Provide written Test Reports to the City PM and Contractor within twenty-four (24) hours of sampling. All cores shall be backfilled with a DOT rated rapid set grout. The grout shall match the finished grade of the proposed roadway surface and shall match the asphalt color. Final acceptance of the core locations shall be at the discretion of the City.
- i. Provide plant inspection ensuring the proper use of lime (marination method) in the aggregates used in the HMA. Inspection shall include:
  - i. Collection and review of lime and aggregate receipts/tickets: verify stockpile marination time is no less than forty-eight (48) hours and no more than sixty (60) days;
  - ii. Mixing ratios: verify lime & aggregate quantities meet NDOT's Standard Specifications of Road and Bridge Construction, Section 401.03.08 – Preparation of Aggregates;
  - iii. Provide verification of lime treated aggregates prior to each planned paving day. A phenolphthalein indicator solution may be used to determine if the lime mineral filler is present.

#### **XI. Construction Surveying:**

The CSM or the Consultant's representative will attend the pre-construction meeting and necessary progress meetings during construction. Consultant shall provide (at a minimum) staking at intervals necessary to ensure proper layout of curbs, gutters, driveways, sidewalks, pedestrian ramps (ADA compliant), alley ways, valley gutters, sanitary sewer piping, storm drain piping, manholes, catch basins, and monuments.

After the curb and gutter has been replaced and prior to the roadway removal, the Consultant will verify lip of gutters and prepare cut sheets at the City's request for areas of special concern. Roadway monuments shall be referenced in four directions and punched and described as per contract documents. There will be no stakes on dry utilities, property lines, or rough grade staking.

Additional surveying controls shall be as follows:

1. **Supplemental Control:** Recover survey control and extend the existing project control as necessary for construction staking.
2. **Right-of Way and Survey Monuments:** Locate and reference all existing survey monuments and provide "straddles" offsets for monument reinstallation. Monument cap shall include Professional Land Surveyor number and be field punched after installation. A corner record of all reinstalled monument shall be filed at the Washoe County and a copy of the record sent to the City.
3. **Gravity Pipes:**



- a. One (1) offset stake and one (1) line stake to each sewer manhole with cut/fill to rim and all pipe invert elevations.
  - b. One (1) offset stake for grade and one (1) line stake for each catch basin and drain inlet (DI) with cut/fill to rim and all pipe invert elevations.
  - c. Sewer line stakes at a one-hundred foot (100') intervals, with cut/fill to pipe invert elevation.
  - d. One (1) set of offset stakes with horizontal and vertical control for sewer lateral installations including one (1) alignment and offset stake at the project right-of-way, including offsets stakes at any taps, bends, tees and services.
4. **Roadway Stationing:** Offset stakes with horizontal control for stationing as per the Improvement Plans; final grades for asphalt shall be designated at the appropriate stationing on high-side curb line to crown.
  5. **Curb and Gutter:** Offset stakes with horizontal and vertical control at 25' intervals and at centerline of driveways. Additional staking will be provided at grade breaks in the curb and gutter as noted on the Improvement Plans.
  6. **Pedestrian Ramps:** One (1) set of offset stakes at 1/4 points around curb returns for horizontal control with cut/fill to top of curb elevation at the returns and one (1) line only stake for centerline of ramp.
  7. **Additional Points:** Provide additional staking at the discretion of the City.

## **XII. Special Engineering Services**

The project Special Service is specifically for additional out-of-scope tasks and time extensions on an as needed basis, as approved by the PM. This work shall be added at the sole discretion of the City for fees negotiated on a case-by-case basis.

### **FEES:**

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

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

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

Task 1 – Contract Administration/Project Management	\$ 219,330
Task 2 – Construction Inspection	\$ 278,325
Task 3 – Materials Testing	\$ 135,865
Task 4 – Construction Surveying	\$ 137,060
Task 5 – Special Engineering Services	\$ 64,695
<b>Total Contract Not To Exceed</b>	<b>\$ 835,275</b>

### **KEY PERSONNEL**

The key personnel assigned to this project include the following:

- Senior Project Manager – Greg Lyman P.E.
- Project Manager - Jared Trowbridge P.E.
- Project Engineer – Quinn Lovelady P.E.
- Quality Control and Assurance – Keith Karpstein P.E.
- Geotechnical Engineer – Jon Del Santos P.E. (CME)
- Survey Project Manager – Jedidiah Olson
- Inspector – Shawn Pelz

## **EXHIBIT B**

### **2023 RATE SCHEDULE**

#### **CITY OF RENO CONSTRUCTION SERVICES FOR THE 2023 TALUS STREET AND SEWER REHABILITATION PROJECT**

<b>Title</b>	<b>Hourly Rate</b>
Senior Project Manager	\$245
Project Manager	\$170
Project Engineer	\$140
Project Designer	\$115
Construction Inspector	\$140
Survey Technician	\$155
One Man Survey Crew	\$160
Administrator	\$110

**Other Fees and Charges:**

1. Subconsultant expenses will be billed at actual cost plus 15%.