

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the CITY OF RENO and the CITY OF SPARKS, hereinafter referred to as “CITY” and Carollo Engineers, Inc., hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure engineering services for the final design of Aeration Tank 1A Rehabilitation Improvements for the Truckee Meadows Water Reclamation Facility (TMWRF) Project, hereinafter referred to as “PROJECT.”

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

1.1 The CONSULTANT shall serve as the CITY’s consultant of record and shall give advice to the CITY during performance of services to which this Agreement applies. All services shall be performed by the Consultant.

2. Basic Services.

2.1 The CONSULTANT will perform the services described in Exhibit A which is incorporated herein by this reference as part of this agreement.

2.2 The CONSULTANT will not change its Project Manager without written approval from the CITY.

3. CITY Responsibility.

3.1 The CITY shall designate a Project Manager to act as the CITY’s representative with respect to the work performed under this Agreement.

3.2 The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of a problem with the project.

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

4. Authorization, Progress and Completion.

4.1 By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Article 2.1 of this Agreement, and shall continue until completed per Exhibit A which is incorporated herein by this reference as part of this agreement.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on a time and expense basis in the not-to-exceed amount of \$263,016.00. The City of Reno's share is the sum of \$180,507.88 and the City of Sparks's share is the sum of \$82,508.12.

5.2 Invoices for services rendered shall be submitted monthly. Payment by the CITY will be made within thirty (30) calendar days of receipt.

6. Special Services.

6.1 No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". **The supplemental agreement must be executed prior to the commencement or performance of any additional work.**

7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITY, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITY.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITY. The CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

8. Ownership of Documents.

8.1 Originals of all records, reports and other documents of service prepared by the CONSULTANT shall be property of the CITY. All said documents of service shall be made available to the CITY during the course of and for use in the performance of this Agreement.

9. Skill Level of Consultant.

9.1 Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

10.1 General Requirements. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

10.2 Industrial Insurance. (Worker's Compensation & Employer's Liability). It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Subconsultant by the CITY and in view of NRS 616B.627 and 617.210 requiring that CONSULTANT comply with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the CITY a certificate of insurance from the Worker's Compensation Insurer certifying that the CONSULTANT and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CITY and approve written approval of such self-insurance prior to the signing of a Contract. The CITY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

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

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

(b) **Automobile Coverage** at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if non owned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

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

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

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

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

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

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

10.6 Other Insurance Provisions. General Liability Coverages

(a) The CITY, its officers, officials, and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT including the insured's general supervision of the CONSULTANT; products and completed operations of the CONSULTANT; or premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

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

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

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

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

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

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

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

10.10 Miscellaneous Conditions.

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

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

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

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

11. Indemnification.

11.1 To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY and its officers, employees and agents (collectively "Indemnatee") from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Agreement.

11.2 The CONSULTANT assumes no liability for the negligence or willful misconduct of any 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. Race includes traits

associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision by consultant shall constitute a material breach of contract.

18. Notices.

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

CITY: City of Reno
Trina Magoon, P.E.
Director of Utility Services
1 East First Street
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

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

CONSULTANT: Carollo Engineers, Inc.
Tim Loper, PE
Senior Project Manager/Vice President
100 West Liberty St. Suite 740
Reno, NV 89501

19. Assignment.

19.1 This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either party without prior written consent of the other.

20. Integration.

20.1 This agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

21. Governing Law and Jurisdiction.

21.1 This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

22. Suspension of Work.

22.1 Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 23 of this Agreement.

23. Termination of Work.

23.1 The CITY may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITY fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

23.2 CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

24. Dispute Resolution.

24.1. All claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action.

24.2 Unless the parties mutually agree otherwise, mediation will be in accordance with the Commercial Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

25. Attorneys' fees.

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

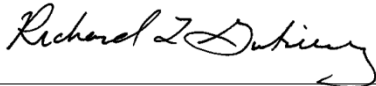
-Signature page follows-

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

CAROLLO ENGINEERS, INC.



Tim Loper, PE
Senior Project Manager/Vice President



Richard Gutierrez, PE
Project Manager/Vice President

CITY OF RENO

CITY OF SPARKS

Hillary L. Schieve, Mayor

Ed Lawson, Mayor

ATTEST:

ATTEST:

Mikki Huntsman, Reno City Clerk

Lisa Hunderman, Sparks City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney

Wes Duncan, City Attorney

EXHIBIT A

Proposal to Provide Engineering Services for Final Design of Aeration Tank 1A Rehabilitation Improvements for the Truckee Meadows Water Reclamation Facility (TMWRF)

This proposal includes professional engineering services to provide design services for rehabilitation of Aeration Tank 1A. The scope of the repairs/upgrades, based on the preliminary design report (PDR), includes structural concrete repairs and coatings to the existing basin walls and floors, replacement of the return activated sludge piping within the basin, new air diffuser grids and drop leg pipes from the air diffuser grid to the existing air headers, and new aeration basin flow baffles. Revisions to the aeration system controls or aeration blowers are not included in this scope.

This scope is limited to design of improvements to Aeration Basin 1A. Improvements to Aeration Basins 1B, 2A, 2B and 3A will be implemented in future phases under separate design and construction contracts.

Scope of Services

Task 1 – Project Management

1.1 Resource Management and Monthly Reporting

Project management services will include resource management, management of subconsultants, and preparation of monthly progress reports. Carollo (CONSULTANT) will prepare a project management plan that covers key activities. The plan will define the personnel, project schedule, scope of services, QA/QC control, field work safety, communication protocol, and other procedures required to effectively conduct the project. CONSULTANT will prepare and submit a written monthly invoice which will show the percentage of work completed and the percentage of contract billed, summarize the work completed during the month, and summarize the work to be completed during the following month. The Project Manager will monitor and track the overall project scope, budget, and schedule, and update monthly. A log will be maintained throughout the project to record the decisions made by the project team. The log will contain decisions made during workshops and project meetings as well as during telephone conversations or emails.

1.2 Project Kickoff Meeting

CONSULTANT will conduct an in-person Project Kickoff Meeting - This meeting will address the overall approach to managing the project tasks for design, schedule, and budget, as well as communication and project team roles/responsibilities. The group will discuss the overall vision and goals the TMWRF staff has for the project.

Meetings will include key project participants including the Principal-in-Charge, Design Manager, and TMWRF staff.

Task 1 Assumptions:

- Based on a 7-month active project schedule, from the project initiation through bidding and bid review. This scope does not include engineering services during construction, which will be completed under a separate authorization.

Task 1 Deliverables:

- Monthly Progress Reports and Invoices.
- Meeting agenda, information material, and meeting minutes.

TASK 2 – FINAL DESIGN

The purpose of this task is to prepare final design drawings, specifications, contract requirements, and cost estimates for the Project. The design will be prepared to provide a biddable set of documents for the purpose of public, competitive bidding. The Project will be bid as a single conventional bid-build construction contract. The Project will include recommended improvements to Aeration Basin 1A. A Preliminary List of Drawings for the project including all disciplines is provided as an Appendix to this proposal. Contract specifications will include: 1) Division 00 - Bidding Requirements, Contract Forms, General Conditions and Supplemental Conditions; 2) Division 01 - General Requirements; and 3) Divisions 02 through 17 - Technical Specifications.

Structurally, the aeration tank is in poor to fair condition with degradation of the concrete and corrosion of steel elements. The caulked expansion joints in the tank walls and floors at their end of life and will be replaced. These joints will likely have asbestos in the filler material and thus the specifications will include requirements for abating the hazardous material. CONSULTANT (through subconsultant BJG) will provide a review of the aeration tank concrete once it is exposed, and pressure washed by the Contractor. The condition of the floors is currently unknown, so assumptions are included in the design scope to account for new joint and coatings.

The design scope will include:

- Design (details and specifications) replacement of the expansion joints in the walls and slabs.
- Provide details and specifications of minor repairs to the concrete surfaces, including recommendations for concrete coatings and reinforcing bar repairs
- Provide specifications for asbestos abatement associated with removal of the existing joint material
- Provide drawings and specifications for replacement of various mechanical piping components including the return activated sludge piping within the basin, corroded drain piping, corroded spray water piping, air diffuser grids and drop leg pipes from the air diffuser grid to the existing air headers, and aeration basin flow baffles.
- Provide drawings and specifications for a new connection to allow direct draining of the Aeration Tank.

CONSULTANT will conduct Quality Assurance/Quality Control measures to minimize conflicts within and between design disciplines. Intermediate quality reviews will be conducted at the 60 percent and 90 percent completion stages. This program consists of discipline and inter-discipline checks as well as a

determination that all OWNER review comments have been addressed and that all applicable codes are being met.

Task 2.1 – 60% Design Submittal

CONSULTANT will prepare and submit a 60 percent complete set of plans and major project technical specifications at a draft level.

Task 2.2 – 60% Design Review Workshop

Following submittal to the OWNER and a two-week review period, a review workshop will be held, to be attended by the CONSULTANT's principal-in-charge, design manager, discipline engineering leads, and other team members as deemed necessary. The purpose of this workshop is to present a summary of the deliverable, identify any decision points or specific feedback that is requested from the OWNER, discuss design issues, make design decisions, and receive comments. CONSULTANT will also hold an internal team and discipline coordination meeting to coordinate and review comments received from the OWNER.

Task 2.1 and 2.2 Assumptions

- Level of completeness of this deliverable will be as identified in Table 2.1 below
- Specifications will be provided in CSI format
- 60% design review workshop will be held in person

Task 2.1 and 2.2 Deliverables

- One PDF copy of the 60 percent plans, specifications, and opinion of probable construction costs (OPCC).
- Agendas and meeting materials for the 60% design review workshop
- Meeting Minutes from the 60% design review workshop

Task 2.3 – 90% Design Submittal

CONSULTANT will prepare and submit a 90 percent complete set of plans and all necessary specifications and contract requirements. Comments from the 60 percent submittal will be incorporated into the 90 percent submittal. CONSULTANT will provide a spreadsheet to summarize responses to the OWNER's 60 percent review comments.

Task 2.4 – 90% Design Review Workshop

Following submittal to the OWNER and a two-week review period, a review workshop will be held, to be attended by the CONSULTANT's principal-in-charge, design manager, discipline engineering leads, and other team members as required. The purpose of this workshop is to present a summary of the deliverable, identify any decision points or specific feedback that is requested from the OWNER, discuss design issues, make design decisions, and receive comments. CONSULTANT will also hold an internal team and discipline coordination meeting to coordinate and review comments received from the OWNER.

Task 2.3 and 2.4 Assumptions

- 90% Design Submittal documents will be completed essentially to 100% stage for OWNER'S final review comments
- 90% design review workshop will be conducted in person

Task 2.3 and 2.4 Deliverables

- One pdf copy of the 90 percent plans, specifications, cost estimate, and preliminary construction schedule
- Responses to the 60 percent design comments
- Agendas and meeting materials for the 90% design review workshop
- Meeting Minutes from the 90% design review workshop
- Updated OPCC

Task 2.5 – Bid Set Submittal

Following the 90% design workshop, CONSULTANT will incorporate OWNER's review comments on the 90% design submittal and prepare completed contract documents, ready for printing.

Task 2.5 Assumptions

- One set of construction documents will be prepared for the work included in this project as previously noted.
- OWNER will be responsible for printing and distribution of the bid sets.

Task 2.5 Deliverables

- One pdf copy of the Bid Set plans, specifications, and final OPCC.
- Five (5) hard copies of half-size sets of plans and specifications.
- Two (2) hard copies of full-size sets of plans and specifications for submittal to the Nevada Department of Environmental Protection (NDEP).

TABLE 2.1 - FINAL DESIGN COMPLETION ROADMAP

Design Discipline	60% Complete	90% Complete	Bid Set
Demolition	Base drawings with markups for areas of demolition Demolition details and notes	Changes from 60% Review Specifications 100% Drawings 100%	Comments from 90% Review incorporated Finalize Drawings Finalize Specifications
Structural	Plan Views Complete Sections Complete Rehab key plan Rehab details and notes	Changes from 60% Review Specifications 100% Drawings 100%	Comments from 90% Review incorporated Finalize Drawings Finalize Specifications
Process Mechanical	Key plan Sections Shown Equipment Shown Equipment Data Sheets Complete Specifications at 60%	Changes from 60% Review Create Detail Sheets / Callouts Equipment Tags Complete Specifications 100% Drawings 100%	Comments from 90% Review incorporated Finalize Drawings Finalize Specifications
Electrical	Not included in design	Not included in design	Not included in design
Instrumentation	Not included in design	Not included in design	Not included in design

TASK 3 – BID PERIOD SERVICES**Task 3.1 – Respond to Questions from Bidders**

CONSULTANT will take the lead in responding to bidders' questions. CONSULTANT will lead the review of the Contractor's requests for substitution in collaboration with OWNER. CONSULTANT will document written questions from bidders and provide a summary of the responses and required actions.

Task 3.2 – Prepare Addenda

During the bid period, the CONSULTANT will prepare addenda to provide clarification and resolve errors and omissions identified prior to bid opening. CONSULTANT will update estimate of probable construction cost to account for addenda changes. Each addendum will include:

- Narrative description of changes
- Revised or new drawings as needed
- Revised or new specification sections as needed
- Addenda will be issued electronically.

Task 3.3 –Pre-Bid Meeting

CONSULTANT will assist with the pre-bid meeting and provide materials and information for the presentation, leading the site walk, responding to questions as appropriate and preparing information materials for attendees. CONSULTANT will prepare the meeting notes and document questions and answers during the pre-bid meeting.

Task 3.4 –Evaluation of Bids

CONSULTANT will participate in the evaluation of the submitted bids, furnish consultation and advice to OWNER's staff, and assist with all the related equipment, cost, and other analyses as required to finalize the award decision.

Task 3.5 – Prepare Conformed Documents

The bid set of contract documents will be updated by incorporating all addenda items issued during the bid period. No other changes to the contract documents will be made. Within 15 working days after the bid opening date, all addenda will be incorporated, and one complete set of conformed contract documents in PDF format will be submitted to the OWNER for distribution.

Task 3 - Assumptions

- Up to three (3) addenda will be issued
- The bid period will have a duration of six (6) weeks and there will only be one bid period. Re-bidding is outside the scope of this proposal.
- It is assumed OWNER will advertise for bids and handle distribution and issuance of contract documents and addenda to prospective bidders

Task 3 - Deliverables

- Pre-bid Meeting Agenda
- Addenda in electronic PDF format
- Conformed contract documents – 5 hard copies (half-size drawings), one full-size set of drawings, MS Word, Excel and Access files, and PDF files formatted to print 11" x 17" drawings.
- CAD files of the contract drawings

ESTIMATED ENGINEERING HOURS AND COSTS

Truckee Meadows Water Reclamation Facility

Engineering Services for Final Design of Aeration Tank 1A Rehabilitation Improvements

Exhibit B - Fee Schedule



TASK															OTHER DIRECT COSTS			COST SUMMARY		
	M. Britten	R. Gutierrez	T. Stroud	K. Pierce	M. Dadik	J. Razgony														
	Senior Professional	Lead Project Professional	Design Manager	Assistant Professional	Lead Project Professional	Lead Project Professional	Senior CAD Tech	Graphics/ CAD Tech	Clerical Support	Subtotals		PECE			Sub-consultant Markup		Travel \$/mi			
	National Leads	Principal-in Charge	Lead Engineer	Staff Engineer	Structural Lead	Cost Estimating							Subconsultants (BJG)	Subtotals	10.0%	Misc. Costs and Printing	\$0.655	Total ODCs	Total Cost	
2023 Fee Schedule Column	\$339	\$311	\$251	\$200	\$296	\$296	\$218	\$150	\$127	Hours	Budget	\$13.00								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
TASK 1 - PROJECT MANGAGEMENT 1.1 Resource Management and Monthly Reporting 1.2 Project Kickoff Meeting	0	12	28	0	0	0	0	0	4	44	\$11,268	\$572	\$0	\$0	\$0	\$0	\$0	\$572	\$11,840	
	2	4	8	4	0	0	0	0	2	20	\$4,984	\$260	\$0	\$0	\$0	\$0	\$26	\$286	\$5,270	
	Task 1 Hours	2	16	36	4	0	0	0	6	64										
	Task 1 Budget	\$678	\$4,976	\$9,036	\$800	\$0	\$0	\$0	\$0	\$762		\$16,252	\$832	\$0	\$0	\$0	\$0	\$26	\$858	\$17,110
TASK 2 - FINAL DESIGN 2.1 60% Design Submittal 2.2 60% Design Review Workshop 2.3 90% Design Submittal 2.4 90% Design Review Workshop 2.5 Bid Set Submittal	5	5	48	40	6	20	50	70	10	254	\$53,664	\$3,302	\$10,000	\$10,000	\$1,000	\$0	\$0	\$14,302	\$67,966	
	4	4	6	4	0	0	0	0	2	20	\$5,160	\$260	\$500	\$500	\$50	\$0	\$26	\$836	\$5,996	
	8	8	61	40	6	8	58	62	12	263	\$56,123	\$3,419	\$3,400	\$3,400	\$340	\$0	\$0	\$7,159	\$63,282	
	4	4	4	4	0	0	0	0	2	18	\$4,658	\$234	\$500	\$500	\$50	\$0	\$26	\$810	\$5,468	
	6	6	40	32	4	4	36	28	14	170	\$36,534	\$2,210	\$2,200	\$2,200	\$220	\$1,600	\$0	\$6,230	\$42,764	
	Task 2 Hours	27	27	159	120	16	32	144	160	40	725									
	Task 2 Budget	\$9,153	\$8,397	\$39,909	\$24,000	\$4,736	\$9,472	\$31,392	\$24,000	\$5,080		\$156,139	\$9,425	\$16,600	\$16,600	\$1,660	\$1,600	\$52	\$29,338	\$185,476
TASK 3 - BID PERIOD SERVICES 3.1 Respond to Questions from Bidders 3.2 Prepare Addenda 3.3 PreBid Meeting 3.4 Evaluation of Bids 3.5 Conformed Contract Documents	4	2	14	8	0	0	0	0	0	28	\$7,092	\$364	\$2,000	\$2,000	\$200	\$0	\$0	\$2,564	\$9,656	
	2	2	14	8	0	0	8	0	8	42	\$9,174	\$546	\$2,000	\$2,000	\$200	\$0	\$0	\$2,746	\$11,920	
	0	4	8	0	0	0	0	0	0	12	\$3,252	\$156	\$0	\$0	\$0	\$0	\$13	\$169	\$3,421	
	0	1	4	0	0	0	0	0	1	6	\$1,442	\$78	\$0	\$0	\$0	\$0	\$0	\$78	\$1,520	
	0	1	4	8	0	0	6	24	8	51	\$8,839	\$663	\$0	\$0	\$0	\$500	\$0	\$1,163	\$10,002	
	Task 3 Hours	6	10	44	24	0	0	14	24	17	139									
	Task 3 Budget	\$2,034	\$3,110	\$11,044	\$4,800	\$0	\$0	\$3,052	\$3,600	\$2,159		\$29,799	\$1,807	\$4,000	\$4,000	\$400	\$500	\$13	\$6,721	\$36,519
Total Hours	35	53	239	148	16	32	158	184	63	928										
Total Budget not including Contingency	\$11,865	\$16,483	\$59,989	\$29,600	\$4,736	\$9,472	\$34,444	\$27,600	\$8,001		\$202,190	\$12,064	\$20,600	\$20,600	\$2,060	\$2,100	\$91	\$36,917	\$239,105	
Owner Directed Services Contingency (10%)																				\$23,911
Total Budget including Contingency																				\$263,016