

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 NCE, hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure consulting services for the 2023 City of Reno Pavement Condition Data Collection for Residential and Industrial, hereinafter referred to as “PROJECT.”

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

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

2. Basic Services.

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

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

3. CITY Responsibility.

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

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

4. Authorization, Progress and Completion.

4.1 By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Article 2.1 of this Agreement, and shall continue until completed per the schedule attached hereto.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on a time and materials basis per Exhibit A and the Fee Schedule, Exhibit B attached hereto and incorporated herein by this reference, in the not-to-exceed amount of \$190,415.00. **Any**

Cost not included in Exhibits A or B will not be paid.

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

6. Special Services.

6.1 No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". **The supplemental agreement must be executed prior to the commencement or performance of any additional work by the City of Reno. 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 CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

8. Ownership of Documents.

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

9. Skill Level of Consultant.

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

10. Insurance.

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

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

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

(a) **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO O1 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

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

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

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

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

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

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

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

10.6 Other Insurance Provisions. General Liability Coverages

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

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

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

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

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

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

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

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

10.10 Miscellaneous Conditions.

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

(b) CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of CITY, caused in whole or in part by the CONSULTANT, any
NCE Agreement 2023 City of Reno Pavement 5
Condition Data Collection for Residential and Industrial

subconsultant, or any employee, directed or supervised by CONSULTANT, except damage of loss attributable to faulty drawings or specifications.

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

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

11. Indemnification.

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

11.2 The CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

11.3 The CONSULTANT's indemnification obligations for claims involving "Professional Liability" (claims involving acts, error, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT's negligence or other breach of duty.

12. Intellectual Property Indemnity.

12.1 To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY related parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or

alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CITY in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss. This Indemnity Covenant shall survive the termination of this Agreement.

13. Taxes.

13.1 CONSULTANT shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT's performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. Independent Contractor.

14.1 The parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 333.700. The parties agree that CONSULTANT is not a CITY employee and there shall be no:

- (a) Withholding of income taxes by the CITY;
- (b) Industrial insurance provided by the CITY;
- (c) Participation in group insurance plans which may be available to employees of the CITY;
- (d) Participation or contributions by either the independent contractor or CITY to any public employees' retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by CITY if the requirements of NRS 612.085 for independent contractors are met.

15. Business License.

15.1 CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

16. Compliance with Legal Obligations.

16.1 CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work. CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively "ADA") in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

17. Employment Opportunity.

17.1 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, gender identity, gender expression, veteran status, sexual orientation or age, or any other protected class status applicable under federal, state or local law, rule, or regulation. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Any violation of this provision by consultant shall constitute a material breach of contract. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of these provisions by CONSULTANT shall constitute a material breach of contract.

18. Notices.

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

CITY:	City of Reno Kerrie Koski, P.E. Public Works Director 1 East First Street Reno, NV 89501 P.O. Box 1900 Reno, NV 89505
CONSULTANT:	NCE Kevin Senn, P.E. Principal 1885 S. Arlington Ave., Suite 111 Reno, NV 89509

19. Assignment.

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

20. Integration.

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

21. Governing Law and Jurisdiction.

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

22. Suspension of Work.

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

23. Termination of Work.

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

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

24. Dispute Resolution.

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

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

25. Attorneys' fees.

25.1 Except as otherwise provided herein, each party shall bear its own attorney's fees and court costs 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. An electronic or facsimile signature on this Agreement shall be treated for all purposes as an original signature. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

-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.

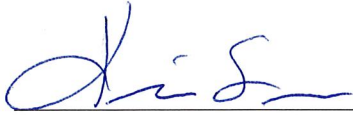
CITY OF RENO

ATTEST:

Hillary L. Schieve, Mayor

Mikki Huntsman, City Clerk

NCE

A handwritten signature in blue ink, appearing to read 'K. Senn', is written over a horizontal line.

Kevin Senn, P.E.
Principal

APPROVED AS TO LEGAL FORM:

Susan Ball Rothe
Deputy City Attorney



EXHIBIT A

Collaboration. Commitment. Confidence.SM

February 17, 2023
NCE Proposal: CD167.25.2301

Hans Meyer, PE, Senior Civil Engineer
City of Reno Public Works Department
City Hall 8th Floor
1 East First Street
P.O. Box 1900
Reno, NV 89505

Subject: 2023 City of Reno Pavement Condition Data Collection for Residential and Industrial Streets

Dear Mr. Meyer:

On behalf of NCE, I am pleased to submit this proposal for the 2023 Pavement Condition Survey Data Collection and related duties for pavements in the City of Reno's (City) pavement network for Residential and Industrial streets. Pursuant to the Request for Proposal (RFP) and our discussions, we have developed the following scope and cost proposal.

Project Understanding

The City is interested in having NCE collect pavement condition data by the visual inspection method and perform related duties on one third of a three-year inspection cycle for the industrial and local streets within their Tridents and Zones for one year with the option of extending the contract to include the entire industrial and local roadway system within the City. As you know, NCE is currently collecting data for the Regional Transportation Plan (RTP) for select Industrial, Collectors, and Arterials under a separate contract with the Regional Transportation Commission (RTC) of Washoe County.

The scope requires NCE to perform initial QA pavement condition surveys on up to 10 samples prior to project kick-off with locations of samples to be marked and determined by the City and these samples will be account within the larger project. A review of data by the City will be conducted to address any issues before the main inspection is started by NCE.

This proposal includes approximately 124 centerline miles and 1602 sample units to be inspected.

All samples will be subjected to quality assurance and quality control (QA/QC) checks and entered into the City's existing MicroPAVER™ and Microsoft Access databases, along with updating select reports and making recommendations to split, combine or add new sections.

Work Plan

The following four (4) tasks are envisioned in the conduct of this project. All work will be performed by staff meeting the requirements as defined by the City. Staff resumes can be found in Attachment 1.

Task A. Coordination

I will serve as the Project Manager and will coordinate with the City on all aspects of the project, including the scope of work requirements, meetings, schedule, progress updates, budgeting, and project deliverables.

Task B. Pavement Condition Data Collection

NCE will perform pavement condition surveys in accordance with the established standards as identified in the MicroPAVER™ Pavement Distress Identification Guide and the specific “rules of thumb” that have been established by the City in conjunction with the RTC, City of Sparks and Washoe County. These will be performed on sections identified by the City.

NCE’s field crew will review the previously established sample units to ensure they are representative of the road segment. The presence of unique distresses or construction events within the sample unit will be cause for modification.

A review of the section limit descriptions will also be conducted. Any descriptions on start and end location that are not measured from a physical reference (those that cannot be located on a map), will be replaced. As part of this check, the team will verify the length and width of the roadway segment.

Cul-de-sacs will be verified to meet the City’s current method of sampling due to their uniqueness. Inspectors will use the starting pavement width and project it through the bulb to obtain the sample area to inspect. The wings of the bulb will not be inspected. The overall area will be maintained as the true area.

In the event existing sections have been significantly modified as part of reconstruction, NCE will work with you to collect all of the information necessary to properly adjust the sections in MicroPAVER™ program. NCE will make recommendation to split, combine, or add new pavement sections.

NCE field personnel will demonstrate good public relations with residents while collecting data in the field. Each of our field technicians have experience with public interactions and will represent the City in a positive manner.

Task C. Pavement Condition Data Entry/Quality Control

NCE will collect field inspection data on paper forms, which will subsequently be entered into the corresponding MicroPAVER™ database with the hard copies submitted to the City for permanent record. NCE will also coordinate with the City to populate the City’s master database with the pavement condition data collected for this project.

QA/QC checks are critical on a project such as this. As part of NCE’s goal to provide a superior quality product for our clients, we incorporate a QA/QC component into all projects. For this project, we have proposed the inclusion of a QA/QC Manager. The QA/QC Manager will have the following project responsibilities:

- Calibration of all data collection activities.
- Review of field activities, including spot checks on the field crews.
- Cross checks on 5 percent of the sections.
- Reviewing field procedures and making changes as needed.
- Comparing the field data collected with on-site conditions.
- Review of all data entry functions, including random spot checks.
- Review of historical PCI values compared to PCI calculated from condition surveys collected for this project.

This scope of work and condition surveys do not address issues including, but not limited to, traffic, safety and road hazards, sidewalks, curb and gutter, geometric issues, road shoulders, drainage issues or emergency and short-term maintenance that should be performed.

Task D. Update Data

NCE will update the following data for the City:

- Provide a list of modified sample units for the City to update their own MS Access Database.
- Update Reno's MicroPAVER™ database (version 7.0.11) with condition survey data collected on regional roads within the agency jurisdiction.
- Provide finalized Paver xml inspection import, and MS Access database, files for SW Zone by July 31st, 2023.

Project Schedule

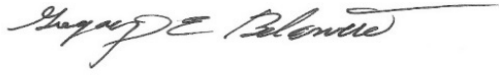
NCE will work with the City on the schedule for this project. NCE can begin its work within thirty (30) days of notice to proceed from the City. Within this 30-day period, a kick-off meeting will be held to coordinate with the city staff on the schedule for delivery of data. NCE anticipates 45 working days for data collection with 30 working days for data input and QC. The final report and data upload is planned to take 5 days. This proposal includes Pavement Data Collection for 2023. It is anticipated that Project Delivery for Tasks A-D will occur approximately Three (3) months after the notice to proceed.

Compensation

NCE proposes to provide our services on a time and materials basis in accordance with our Standard Schedule of Charges, included as Attachment 2. To collect data and upload into the City's pavement management program Paver for 1602 sample units, and provide the City with additional support, NCE estimates our fee will not exceed \$96,697. Details of our fee estimate can be found in Attachment 3.

We appreciate the opportunity to submit this proposal and look forward to continuing to work with the City. If you have any questions about this proposal or would like additional information, please feel free to call me at 775.771.9563.

Regards,



Greg Belancio,
Associate Engineer
775.771.9563



Becca Regalado
Database Manager
775.287.1980

Attachment 1 – Estimated Fee

Attachment 1: Pavement Condition Survey Data Collection Cost Estimate

NCE Labor Fees

Role in Project	2023 Hourly Fee (\$)	Level of Effort (hours)					Total Fee (\$)
		Task A: Coordination	Task B: Pavement Data Collection	Task C: Database Entry/QC	Task D: Database Support	Total Hours	
Project Manager	\$ 245	4	6	20	4	34	\$8,330
Project QC Manager	\$ 215	2	0	12	0	14	\$3,010
Senior Field Technician	\$ 140	1	264	0	0	265	\$37,100
Field Technician	\$ 115	1	104	0	0	105	\$12,075
Project Administrator and QC Coordinator	\$ 130	2	24	96	8	130	\$16,900
Clerical / Data input	\$ 105	0	0	128	0	128	\$13,440
Total Labor Fee		\$1,925	\$53,510	\$33,400	\$2,020	676	\$90,855

Direct Charges

Description	Task A: Coordination	Task B: Pavement Data Collection	Task C: Database Entry/QC	Task D: Database Support	Total Cost (\$)
Vehicle Charges (46 days @ \$115/day)	\$0	\$5,290	\$0	\$0	\$5,290
Paint (2 cans per day @ \$6/can)	\$0	\$552	\$0	\$0	\$552
Total Direct Charges	\$0	\$5,842	\$0	\$0	\$5,842
Project Total Fee	\$1,925	\$59,352	\$33,400	\$2,020	\$96,697

Assumptions:

1-person data collection crew.
1602 samples to be inspected.
No traffic control will be required for data collection activities.
All sections are within Renos City Limits.



SCHEDULE OF CHARGES 2023

PROFESSIONAL SERVICES

Principal	\$310/hour
Associate.....	\$245/hour
Senior II.....	\$215/hour
Senior I.....	\$205/hour
Project II.....	\$195/hour
Project I.....	\$180/hour
Staff II.....	\$170/hour
Staff I.....	\$155/hour

TECHNICAL SERVICES

Senior Construction Manager*.....	\$160/(\$185-PW)/hour
Construction Inspector*	\$140/(\$165-PW)/hour
Senior Designer.....	\$170/hour
CADD Designer	\$150/hour
CADD Technician	\$130/hour
Senior Field Scientist.....	\$135/hour
Field Scientist	\$115/hour
Senior Technician*	\$140/(\$165-PW)/hour
Field/Engineering Technician*	\$115/(\$140-PW)hour
Project Administrator	\$130/hour
Technical Editor.....	\$115/hour
Clerical.....	\$105/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	\$380/hour
Court Appearances & Depositions	\$575/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	\$115/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$4,000/Day
Coring.....	\$5,000/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. cost + 15%

COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copyingproject labor charges x 5%
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