

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the CITY OF RENO, NEVADA, a municipal corporation ("City"), and Bureau Veritas North America, Inc. ("Consultant").

### RECITALS

A. Consultant is an engineering consulting services firm that provides specialized consulting services relating to building plan review services.

B. City has found Consultant qualified and experienced in the performance of said services and wishes to engage Consultant's services.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, agreements and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, City and Consultant agree as follows:

1. **CONSULTING SERVICES.** The scope and timing of services to be performed by Consultant are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference. No substantial changes in the scope of services shall be made without prior written approval of the City and Consultant.

2. **TERM OF AGREEMENT.** By execution of this Agreement, the City grants to the Consultant specific authorization to proceed, upon written notice, with the services described in Section 1 of this Agreement, and shall continue until conclusion of services as authorized by the City, or until \_\_\_\_\_, 20\_\_, whichever comes first.

3. **OPTION TO RENEW.** This Agreement may be extended by five (5) additional one (1) year terms by City under the same terms and conditions as contained in this Agreement. City shall provide Consultant with written notice of its intent to exercise the option to renew not less than sixty (60) days prior to the end of the then current term.

4. **COMPENSATION, REIMBURSEMENT AND METHODS OF PAYMENT.** The total cost to City for the performance of the Services set forth in Section 1 shall not exceed one million DOLLARS AND NO CENTS (\$1,000,000.00). Consultant agrees to use its best efforts to perform the Services within such not-to-exceed amount ("NTE Amount"). If, at any time, Consultant has reason to believe that the total cost to City for the performance of the Services will be greater than NTE Amount, Consultant shall promptly notify City in writing to that effect, giving the revised estimate of such total cost for the performance of this Agreement. Consultant shall not be obligated to continue performance of the Services or otherwise to incur costs in excess of the NTE Amount set forth in this Agreement, unless and until City Attorney has notified Consultant in writing that such NTE Amount has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of the Services. **In the absence of the specified written notice, City shall not be obligated to reimburse Consultant for any costs in excess of the NTE Amount set forth in this Agreement, whether or not those excess costs were incurred during the course of the Agreement.** When and to the extent that the NTE set forth in this Agreement has been increased, costs incurred by Consultant in excess of the NTE prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase; unless

City issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses. No notice to proceed or other direction from City shall be considered an authorization to Consultant to exceed the NTE Amount set forth in this Agreement in the absence of a statement in the notice to proceed, or other Agreement modification, increasing the NTE Amount for the performance of this Agreement.

- (a) Fee Basis. Fees shall be charged on an hourly basis for all services rendered.
- (b) Monthly Invoices. Consultant shall submit to City monthly progress invoices based on the actual amount of services rendered, including costs and traveling expenses. Invoices shall be submitted to the City no later than five (5) days after the close of each month's billing cycle.
- (c) Invoice Requirements. As a condition precedent to any payment to Consultant under this agreement, Consultant shall submit monthly to the City:
  - (1) a statement of account which clearly sets forth by dates the designated items of work for which the billing is submitted; and,
  - (2) an updated "Invoice Status Report" which details the PAID or UNPAID status of all invoices submitted to the City.
- (d) City Payments. Consultant shall receive payments from the City based upon approved invoices within thirty (30) days of invoice postmark date.

5. **CONSULTANT PRINCIPAL IN CHARGE.** Craig Baptista shall be responsible for the performance of services described herein, and shall supervise any services performed by other members of Consultant's firm. It is understood that Consultant shall coordinate its services with the City Manager, or his designee.

6. **EMPLOYMENT OF OTHER SPECIALISTS OR EXPERTS.** Consultant shall not employ or otherwise incur an obligation to pay any other firm, specialist or expert for services in connection with this Agreement without prior written approval of the City Attorney, or his designee.

7. **INTEREST OF MEMBERS OF CITY.** No member of the governing body of the City, and no other officers, employees or agents of City who exercise any functions or responsibilities in connection with the carrying out of any project to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

8. **INTEREST OF CONSULTANT.** Consultant (including principals, associates and professional employees) covenants that it does not now have any interest and shall not acquire any interest, direct or indirect, in the area covered by any project of the City to which this agreement pertains, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of its duties hereunder, no person having any such interest shall be employed.

9. **INSURANCE.** Consultant shall maintain comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence and in the aggregate. As evidence of liability insurance coverage, the City will accept certification of insurance issued by an authorized representative of the insurance carrier. Each certificate shall be endorsed to state that

should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered to the City in accordance with the policy provisions and shall name the City as an additional insured.

Consultant shall maintain during the term of this Agreement, and for a six year period after completion of the term of this Agreement, errors and omissions insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. As evidence of errors and omissions insurance coverage, the City will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written notice of cancellation to the City. In addition, Consultant shall maintain during the term of this Agreement Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the State of Nevada. Consultant must also comply with all applicable state laws which require participation in any state workers' compensation fund.

10. **RECORDS.** Consultant's books, documents, papers and records ("records") specifically relating to this agreement shall be open to inspection and subject to audit, examination, excerpts and transactions, during working hours by the City, Reno City Attorney, the Reno Finance Department, or any of their duly authorized representatives at the expense of the City. Consultant shall maintain all records for three (3) years after the date of final payment and close of all other pending matters.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall assume the defense of, indemnify and hold harmless the City and its officers, agents, employees, and volunteers (collectively "Indemnitees") from and against any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Consultant or its sub-consultants) and liability (including without limitation, court costs, reasonable attorneys' fees and costs of investigation) that arise directly, in whole or in part, from :

(1) the services under this Agreement, or any part thereof, (2) any negligent act or omission of Consultant, and sub-consultants to the Consultant, anyone directly or indirectly employed by it, agents of Consultant, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any indemnitee, subject to the provisions set forth below in this section. Consultant assumes no liability for the negligence or willful misconduct of Indemnitees. 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. 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).

12. **OWNERSHIP OF DOCUMENTS.** Upon completion of the Services, all work product, including, without limitation, research, investigation and analysis data, reports (including files on disks in both word processing and portable document format), computations, tabulations, original drawings (including files on disks in both CAD and portable document format), and correspondence input from external sources, shall be delivered to and become the property of City upon approval by City of payment of

Consultant's final invoice. In connection therewith, City shall retain all copyrights with respect to such materials. Subsequent use of said materials on any other project or for any other purpose shall be at City's sole discretion and sole liability. To the extent that any discovery or invention is made by City or Consultant in the course of, or in connection with, this Agreement, the Project and/or the performance of the Services, City shall be entitled to all intellectual property rights and benefits arising therefrom, including, without limitation, patent rights, the right to license use by others and the rights to receive royalties therefrom. Notwithstanding anything to the contrary, each party retains sole and exclusive ownership of any intellectual property already existing as of the effective date of this Agreement and of any derivative works of such intellectual property created after the effective date; provided that such derivative work (a) does not arise from the confidential information of the other party, and/or (b) is not created specifically for City by Consultant.

13. INDEPENDENT CONTRACTOR. THE PARTIES AGREE that Consultant is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 284.173. 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.

14. CITY OF RENO BUSINESS LICENSE. Consultant shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

15. 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  
Attention:  
Spencer Schultz -Schultzs@reno.gov  
Chris Pingree - Pingreec@reno.gov  
Bob Flores – floresb@reno.gov  
Marcus Voss – vossm@reno.gov  
Daniela Monteiro – monteirod@reno.gov  
Dan Birkel – birkeld@reno.gov  
P.O. Box 1900  
Reno, NV 89505

Consultant:

Bureau Veritas North America, Inc  
By: Craig Baptista  
Title: Vice President – Facilities West

Address: 180 Promenade Circle, Suite 150  
Sacramento, CA 95834

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

17. INTEGRATION. 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.

18. JURISDICTION. 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.

19. SUSPENSION OF WORK. 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 Section 19 of this Agreement.

20. TERMINATION OF AGREEMENT. This Agreement and all services rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In such event, all finished and unfinished documents, project data, reports and work product, at the option of the City, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Consultant shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

21. WAIVER. The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

22. NON-DISCRIMINATION POLICY. The parties hereto shall not discriminate in their employment practices against any person by reason of race, religion, color, sex, age or national origin and agree to comply with the provisions of said laws and orders as well as all laws and orders relating to the employment of the handicapped, the employment of veterans and the use of minority business enterprises to the extent any such laws and orders are applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations, as now in force or hereafter amended, shall be deemed an integral part of this Agreement to the same extent as if written at length.

23. **LIMITED LIABILITY.** The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any City breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

24. **BANKRUPTCY.** In the event either party applies for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, files a petition or an answer in seeking a reorganization or arrangement with creditors or, as a debtor, invoke or takes advantage of the provisions of any insolvency law, including without limitation any provision of the United States Bankruptcy Act, or any proceeding in any court is instituted seeking to adjudicate either party as a debtor, bankrupt or insolvent, and the same shall not be dismissed or discharged within thirty (30) days after notice thereof given to the appropriate party, the other party may by unilateral notice terminate this Agreement effective on any future date specified in such notice.

25. **COUNTERPARTS.** This Agreement may be executed in a number of counterparts, the conglomeration of which shall constitute a complete Agreement if signed by all parties hereto.

26. **SIGNATURES.** The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

27. **THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that the enforcement of this Agreement shall be reserved to City and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

28. **PREVAILING PARTY.** In all disputes arising under this Agreement, the parties agree that each party shall bear its own reasonable attorney's fees, court costs, and other legal expenses regardless of outcome.

29. **STANDARD OF CARE.** Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professionals in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement for Professional Services as of the date first written above.

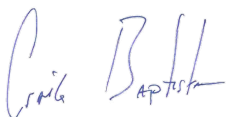
THE CITY OF RENO  
a municipal corporation of the State of  
Nevada

By: \_\_\_\_\_

APPROVED AS TO FORM ONLY

By: \_\_\_\_\_  
City Attorney's Office

Bureau Veritas North America, Inc.

By:  \_\_\_\_\_

Craig Baptista  
Vice President

## **KEY POINTS OF UNDERSTANDING OF THE CITY OF RENO BUILDING & SAFETY DIVISION AND BUREAU VERITAS NORTH AMERICA, INC. CONTRACT:**

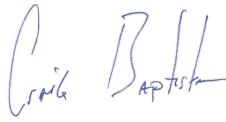
### **SCOPE OF WORK/DELIVERABLES:**

- The not to exceed total contract amount for the life of the contract is \$1,000,000. This includes all fees and costs.
- This will be for "building plan review" both architectural and structural.
- Management Analyst Spencer Schultz, Plans Examiner Supervisor Daniel Birkel, and Building & Safety Manager Bob Flores **will be managing this process to ensure work completed and invoices match, and will serve as project managers and primary contacts for all work deliverables and performance.**
- It is preferred that invoices are submitted within 30 days of work performed and are detailed with addresses/permit numbers/calculations, etc, and sent via email to [schultz@reno.gov](mailto:schultz@reno.gov) and [monteiro@reno.gov](mailto:monteiro@reno.gov) so as to ensure prompt processing.
- Upon receipt of payment from the City of Reno for work performed an invoice showing paid status shall be sent to Management Analyst Spencer Schultz for reconciliation within 30 days of receipt of payment.
- Generally the plan review timeline together with the permit process is 10-15 working days. However, each project will have different timelines due to the complexity of the projects and we cannot pre-establish a hard timeline of days.
- The project managers will be in charge of coordinating the deadlines with the Consultant.

### **FEES SCHEDULE AND APPLICATION:**

- It is Bureau Veritas North America, Inc. and the Development Services departments understanding that plan review fees will be paid at an 80% rate of plan review fees collected for projects valued under \$2 million dollars. It is Bureau Veritas North America Inc. and the Development Services departments understanding that plan review fees will be paid at a 68% rate of plan review fees collected for projects valued over \$2 million dollars.
- It is Bureau Veritas North America, Inc. and the Development Services departments understanding that the flat percentage rate applies to all projects from initial review to approval of the submitted plans up to the 4<sup>th</sup> round of reviews. If projects require excessive reviews/time, the City will be contacted to discuss additional fees. Revisions are to be invoiced hourly.
- Their fee schedule appears to allow both percentage and hourly simultaneously. It clearly states the 80% and 68% on top and the hourly services on the lower portion, which we understand to be separate and not in combination.
- This also gives the City the flexibility of using the Consultant as a peer review.
- While mileage for contractors is allowed it is the Building Division's intent that since we are not using them for inspection services, therefore no mileage will be used or paid by the City.
- Where there are plan review fee calculation discrepancies between the Consultant and the City, the Project Managers will review and resolve disputes.





Craig Baptista  
Vice President

# SCHEDULE OF FEES

## FEE SCHEDULE

# PLAN REVIEW & INSPECTION SERVICES CITY OF RENO

FEBRUARY 21, 2023

Bureau Veritas' pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward.

These include:

- Reduced plan review turnaround times and quick inspection response time
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Highly qualified staff
- Robust QC/QC procedures will mitigate unnecessary and prolonged plan review cycles\*\*
- Confidence of working with a well-established consultant in business for 194 years

Percentage of City Collected Plan Review Fees	
Up to \$2mm Valuation: 80% of City's Collected Fees \$2mm+ Valuation: 68% of City's Collected Fees Initial Review to Approval**	
Staff Level Classifications	Current Hourly Billing Rate
Structural Plan Review Engineer	\$150.00
Sr. Plan Review Engineer	\$140.00
Plan Review Engineer/EIT/Sr. Plans Examiner	\$130.00
ICC Certified Plans Examiner	\$120.00
Sr. Building Inspector	\$105.00 - \$125.00
Building Inspector	\$85.00 - \$100.00
Permit Technician	\$70.00 - \$85.00
Clerical	\$55.00 - \$70.00

**Expedited Plan Review:** Will be an additional 25% of the fees shown above.

**Overtime:** All Employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 25% times the standard hourly rate, hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without prior consent.

**Reimbursable:** Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate.

Fees are subject to an annual increase in accordance with the CPI from Engineers News Record (ENR) and with the City of Reno's approval. Revisions are to be invoiced hourly. \*\*If projects require excessive reviews/time, the City will be contacted to discuss additional fees.

Agreed to and accepted on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:

	(Company Name)
	(Signature)
	(Printed Name)
	(P.O. Number to Bureau Veritas North America, Inc.)