

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 Carollo Engineers, Inc., hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure engineering services for the Corey and Sky Vista Lift Station Improvement 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 \$175,807.00 as set forth in Exhibits A and B which are incorporated herein by this reference.

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' 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:

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 "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, unless the CITY is notified. 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

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 in 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

Hillary L. Schieve, Mayor

ATTEST:

Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney



EXHIBIT A – SCOPE OF SERVICES

COREY AND SKY VISTA LIFT STATIONS IMPROVEMENTS PROJECT

I. Definitions:

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

II. Project Specific Information

- a. Project Location: The City of Reno, Washoe County, NV.
- b. Project Description: The Project consists of the following construction contract:
 1. Corey and Sky Vista Lift Stations Improvements Project.
- c. Consultant General Scope: The Consultant will provide Professional Engineering Services for Preliminary Design, Final Design, and Bid Period Services on the Corey and Sky Vista Lift Station Improvements Project, as defined below.
 - o Work at the Corey Lift Station will include replacement of the existing standby diesel engine generator, replacement of the existing buried flow meter with a new flow meter and meter vault, replacement of electrical panel and load banks, conversion of existing delta power to standard 208v/3-phase power, addition of VFDs for pump motors, replacement of the pump station PLC, and a new hose bib station for maintenance activities.
 - o Work at the Sky Vista Lift Station will include a new above-grade diesel driven pump with 24-hr tank for complete backup service at the lift station, a new station bypass connection from the upstream manhole to the downstream discharge pipeline, a new flow meter in new meter vault for station discharge, structural and/or piping modifications to address groundwater leaks into the lift station dry pit, and modifications to the upstream manhole to accommodate a new level sensor and suction piping to the diesel driven pump. A new upgraded transfer switch shall be provided to match the current service and shall be relocated from its current location in the pump pit to above grade.

Consultant Professional Engineering Services will include design and implementation strategies of the stated modifications, preparation of complete drawings and specifications, and assistance with bid phase activities as necessary.

III. Assumptions

- a. Project duration
 1. Schedule goal is to achieve a completed bid set by December 2023. However the City does not plan to advertise until late 2024 for construction in 2025. Advertisement and construction dates subject to change. Interim milestones to include:
 - a) 50% Design Submittal – July 28, 2023
 - b) 90% Design Submittal – October 13, 2023
 - c) Bid Set Contract Documents (plans and specifications) – December 8, 2023
- b. City to supply collection system current and future flows and verify discharge flow capacity to the existing gravity system.
- c. City to supply available O&M documents, existing pump curves, and equipment data for existing equipment when relevant to scope of work.
- d. Work and improvements for both Sky Vista and Corey Lift Station will be bundled into a single deliverable and bid package.
- e. City's standard front end specifications to be used and incorporated into the Contract Documents.
- f. City to pay project review and permit fees and handle any environmental permitting if required.
- g. City to distribute plan review documents to pertinent agencies. Consultant to supply information as requested.
- h. Up to three (3) site visits are estimated to be coordinated with City staff.

- i. Traffic control plans are not included.
- j. Geotechnical exploration will not be required however geotechnical professionals will be consulted for pertinent recommendations related to the scope of work and a geotechnical desktop analysis will be performed by Consultant's subconsultant CME.
- k. A metered water connection is already available at the Corey Lift Station site.
- l. Engineer's estimate of probable construction costs to be provided at each design submittal.
- m. Project delivery method will be design-bid-build.
- n. No site surveys, boundary surveys, or easements will be required.

IV. Task 101 Project Management

- a. Project administration.
- b. Develop project schedule.
- c. Communicate project status regularly through monthly coordination meetings.
- d. Monthly invoices and progress reports identifying any schedule and budget deviations

V. Task 102 Project Initiation and Data Collection

a. Task 102.1 Kick-Off Meeting

- 1. Introduce team members.
- 2. Review the project scope and schedule.
- 3. Review the basis of design and key design elements.
- 4. Identify specific goals and expectations.
- 5. Identify key issues affecting project development.
- 6. Request background information.
- 7. Discuss and identify preferred system operation, equipment and suppliers for all project elements
- 8. Confirm Deliverables and Schedule
 - a) Meeting minutes

b. Task 102.2 Data Collection and Review

- 1. Collect and review background information:
 - a) Lift station record drawings
 - b) Buried utility maps
 - c) Previous condition assessments and recommendations
- 2. Assumptions, City to provide:
 - a) Lift station design criteria, pump curves, and operations manual.
 - b) Relevant studies and reports
 - c) Record Drawings for existing lift stations and incoming sewers and outgoing force mains.
 - d) CAD or drawing standards.
 - e) Copy of existing standard PLC input/output assignment.
- 3. Deliverables
 - a) Consultant to provide written confirmation of received documents, project understanding, and major elements of the scope of work and project objectives.
 - b) Geotechnical subconsultant to provide Site Assessment Reports for Corey and Sky Lift Stations (two (2) hard copies to be provided to City)

VI. Task 103 Design and Construction Documents

a. Plan Format

1. Prepare plans on 22-inch by 34-inch format, using AutoCAD software.
2. Specifications will be prepared in standard City format, with an appendix for technical specifications using CSI 2011 format (Divisions 0 through 17).
3. Design documents for both the Sky Vista Lift Station and the Corey Lift Station will be bundled together in a single set of Contract Documents.

b. Task 103.1 Fifty (50) Percent Plans and Specifications

1. Prepare 50% level plans
2. Full list of specifications and major equipment technical specifications
3. Provide 50% level cost estimate
4. Deliverables
 - a) Digital copy of each, along with three (3) hard-copy sets of the preliminary plans, and cost estimate for City review. Digital formats: PDF copy of all.
 - b) A review meeting will be conducted with City staff to discuss comments. The 50% set shall include the progress set of piping and instrumentation diagrams (P&IDs), progress set of civil plans, preliminary mechanical plans, preliminary structural plans, preliminary electrical single-line diagrams and schematics, progress set of major equipment technical specifications.

c. Task 103.2 Ninety (90) Percent Plans and Specifications

1. Incorporation of 50% review comments provided by the City, along with a written response to each comment.
2. Prepare 90% level plans.
3. Provide 90% level cost estimate.
4. Deliverables
 - a) Digital copy of each, along with three (3) hard-copy sets of the 90% plans, specifications, and cost estimate for City review. Digital formats: PDF copy of all.
 - b) A review meeting will be conducted with City staff to discuss comments. The 90 percent set shall include the final piping and instrumentation diagrams (P&IDs), progress set of civil plans, preliminary mechanical plans, preliminary structural plans, preliminary electrical single-line diagrams and schematics, and progress set of all project specifications.

d. Task 103.3 Bid Set Contract Documents (Plans and Specifications)

1. Incorporation of 90% review comments provided by the City, along with written response to each comment.
2. Prepare two (2) sets of signed plans and specifications and an electronic PDF copy of the final plans and specifications to be used for bidding, along with plans/specs in their native CAD and Microsoft Word formats.

VII. Task 104 Bid Phase Services

a. Task 104.1 Pre-Bid Meeting

1. If required, conduct and attend pre-bid meeting, and assist in responding to questions.

b. **Task 104.2 Questions/Addenda**

1. During bidding period, respond to applicable written questions from prospective bidders.
2. Prepare addenda as necessary.
3. Assumptions:
 - a) 4-week bid period with no owner-initiated addenda being required.
 - b) It is assumed up to two (2) addenda will be prepared.
 - c) City will distribute addenda.

c. **Task 104.3 Bid Opening, Evaluation and Recommendations**

1. Assist City in reviewing bids received.

VIII. Task 301 - Special Services

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

IX. Key Project Team

Our proposed project team is Reno based including the local subconsultant for electrical engineering services. The following team members are proposed.

Principal-in-Charge: Richard Gutierrez, P.E., NV. Richard's role will be to maintain client contact at a high level, organize the resources for the project, and to provide technical oversight.

Project Manager: Tom Stroud, P.E., NV. Tom's role will be lead design development of mechanical components, coordinate amongst all team members and oversee development of contract documents.

Technical Advisor/Quality Control: Michael Britten, P.E., CA. Michael's role will be to provide technical oversight for the project team and provide quality control for project deliverables (SOPs).

Electrical Engineer: Kevin Melrose, Dinter Engineering (Subconsultant) Kevin's role will be to provide complete electrical and instrumentation design services for the project.

X. Compensation:

Consultant will perform the work described herein on a time-and-materials basis in accordance with the attached rate table. The City shall not be responsible for any other costs or expenses except as provided in the rate table (Exhibit B). Although fees are estimated by task, funds may be transferred between tasks as project developments require upon approval of the City PM. All Consultant overtime charges have been included in the standard hourly rate.

The summarized fee table for this project is included below.

Corey and Sky Vista Lift Stations Improvements Project – Fee Table				
Task	Carollo Engineers	CME	Dinter	Total
Task 101	\$3,360	\$0	\$0	\$3,360
Task 102	\$6,063	\$7,725	\$0	\$13,788
Task 103	\$80,788	\$0	\$55,500	\$136,288
Task 104	\$5,771	\$0	\$1,600	\$7,371
Task 301	\$15,000	\$0	\$0	\$15,000
	Total			\$175,807

Exhibit B

CAROLLO ENGINEERS, INC. FEE SCHEDULE

As of January 1, 2023

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$214.00
Professional	265.00
Project Professional	310.00
Lead Project Professional	328.00
Senior Professional	353.00
Technicians	
Technicians	164.00
Senior Technicians	232.00
Support Staff	
Document Processing / Clerical	141.00
 Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2023	\$.655 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.