

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Reno, hereinafter referred to as the “CLIENT”, and Brown and Caldwell, hereinafter referred to as “ENGINEER”:

WITNESSETH:

WHEREAS, CLIENT desires to obtain Consulting Services for the 2023 Sewer Rehabilitation Project, hereinafter referred to as “Project”;

WHEREAS, public convenience and necessity require the services of a consulting engineer to provide the services required;

WHEREAS, the CLIENT has found ENGINEER qualified and experienced in the performance of said services;

WHEREAS, the CLIENT is desirous of engaging the services of ENGINEER to perform said services; and

NOW, THEREFORE, said CLIENT and said ENGINEER, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - SERVICES

CLIENT agrees to retain and does hereby retain ENGINEER to perform the professional engineering services hereinafter more particularly described, with such services to commence on the date of the execution of this Agreement and to continue until the completion of the work provided for herein.

ENGINEER hereby agrees to perform the professional services as set forth herein and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of said engineering services.

ENGINEER has the status of an independent contractor as defined in NRS 333.700 and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of CLIENT. ENGINEER shall undertake performance of services as independent contractor and shall be wholly responsible for the methods of performance and for their performance.

ENGINEER is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work.

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ARTICLE II - SCOPE OF SERVICES

The Scope of Services is set forth in Exhibit A as attached hereto and incorporated herein by this reference forth tasks.

ARTICLE III - COMPENSATION

Payment for the engineering services hereinabove set forth shall be made by the CLIENT to the ENGINEER and shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation to the ENGINEER shall be on the basis of time and materials per Exhibit A and the fee and rate schedule as set forth in Exhibit B.

B. Payments shall be made by the CLIENT based on itemized invoices from the ENGINEER which lists costs and expenses. Such payments shall be for the invoice amount.

C. CLIENT shall pay ENGINEER within 30 days of receipt by CLIENT of ENGINEER's invoice. If CLIENT disputes only portions of an invoice, CLIENT agrees to pay for undisputed items on that invoice within the time provided herein. Payment by CLIENT of invoices or request for payment shall not constitute acceptance by CLIENT of work performed under the Agreement by the ENGINEER.

D. The budget for total charges for services authorized by this Agreement is the not-to-exceed sum of \$382,396.00 and shall not be exceeded without authorization of the CLIENT. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. ENGINEER is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

ARTICLE IV - SCHEDULE OF WORK

ENGINEER will commence the services as described immediately following the Notice to Proceed provided to the ENGINEER by the CLIENT and will proceed with such services in a diligent manner per Exhibit A. ENGINEER will not be responsible for delays caused by factors beyond ENGINEER's control and will not be responsible for delays caused by factors which could not reasonably have been foreseen at the time the Agreement was approved.

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ARTICLE V - ASSIGNMENT OF AGREEMENT

The ENGINEER SHALL not assign this Contract or any portion of the work without prior written approval of the CLIENT which may be withheld for any reason whatsoever.

ARTICLE VI- OWNER’S RESPONSIBILITY

CLIENT shall provide any information in its possession that is requested by ENGINEER and is necessary to complete the Project. CLIENT shall assist ENGINEER in obtaining access to public and private lands to allow the ENGINEER to perform the work under this Agreement. CLIENT shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

ENGINEER shall consider all information provided by CLIENT to be proprietary unless such information is available from public sources. ENGINEER shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CLIENT or in response to legal process or as required by the regulations of public entities.

ARTICLE VIII - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To ENGINEER:
Ronald L. Ablin, P.E.
Vice President
Brown and Caldwell
1325 Airmotive Way, Suite 215
Reno, NV 89502

To CLIENT:
Kerrie Koski, P.E
Public Works Director
City of Reno
1 East First Street
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CLIENT.

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ARTICLE IX - UNCONTROLLED FORCES

Neither CLIENT nor ENGINEER shall be considered to be in default of this Agreement, if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of it’s obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or personal for any of the supplies, material, accesses, or services required to be provided by either CLIENT or ENGINEER under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. ENGINEER shall be paid for services performed prior to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces, which are removable. The provisions of this Article shall not be interpreted or construed to require ENGINEER or CLIENT to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall upon being prevented or delayed from performance by an uncontrollable force immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

ARTICLE X- GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the State of Nevada. In the event suit is commenced hereunder, the suit shall be brought in the appropriate court in Washoe County, State of Nevada. In the event of an arbitration or mediation, such arbitration or mediation shall be held in Reno, Nevada.

ARTICLE XI - SUCCESSORS AND ASSIGNS

CLIENT and ENGINEER each binds itself and their successors, and assigns to the other party to this Agreement and to the successors, and assigns of such other party, in respect to all covenants, agreements and obligations or this Agreement.

ARTICLE XII - ASSIGNMENT

Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any rights under interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or

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responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subconsultants as she may deem appropriate to assist her in the performance of the Services hereunder.

ARTICLE XIII - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall defend, indemnify and hold harmless CLIENT and its officers, employees and agents (collectively “Indemnitees”) 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 ENGINEER or employees or agents of the ENGINEER in the performance of this Agreement.

ENGINEER assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

ENGINEER’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 ENGINEER’S negligence or other breach of duty.

If CLIENT's personnel (engineers or other professionals) are involved in defending such legal action, ENGINEER shall also reimburse CLIENT for the time spent by such personnel at the rate charged for such services by private professionals. These provisions shall survive termination of this agreement and shall be binding upon ENGINEER, her legal representatives, heirs, successors and permitted assigns.

If ENGINEER does not so defend the CLIENT and the ENGINEER is adjudicated to be liable, reasonable attorney’s fees and costs shall be paid to CLIENT in an amount proportionate to the liability of ENGINEER.

ARTICLE XIV - INTELLECTUAL PROPERTY INDEMNITY

To the fullest extent permitted by law, ENGINEER shall defend, protect, hold harmless, and indemnify CLIENT and the CLIENT’S 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 CLIENT in writing. If ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, ENGINEER shall be responsible for such loss. This Indemnity Covenant shall survive the termination of this Agreement.

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ARTICLE XV – PAYMENT OF TAXES

Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to ENGINEER’S performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

ARTICLE XVI - INSURANCE

GENERAL REQUIREMENTS

The CLIENT requires that ENGINEER purchase Industrial Insurance, General Liability, and ENGINEER’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 ENGINEER, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by ENGINEER unless otherwise agreed.

INDUSTRIAL INSURANCE (WORKERS’ COMPENSATION & EMPLOYER’S LIABILITY)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ENGINEER or any Subconsultant by the CLIENT and in view of NRS 616B.627 and 617.210 requiring that ENGINEER complies with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, ENGINEER shall, before commencing work under the provision of this Agreement, furnish to the CLIENT a certificate of insurance from the Worker’ Compensation Insurer certifying that the ENGINEER 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 ENGINEER be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CLIENT and approve written approval of such self-insurance prior to the signing of a Contract. The CLIENT reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The ENGINEER agrees that the CLIENT is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the ENGINEER.

Upon completion of the project, the contractor shall provide the CLIENT with a Final Certificate for itself and each Subconsultant which is prepared by the State of Nevada Industrial Insurance System. If the ENGINEER or Subconsultants are unlicensed and are a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

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It is further understood and agreed by and between the CLIENT and ENGINEER that ENGINEER shall procure, pay for, and maintain the above mentioned industrial insurance coverage at the ENGINEER's sole cost and expense.

MINIMUM SCOPE OF LIABILITY INSURANCE

Coverage shall be at least as broad as: *

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.

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 ENGINEER 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.

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.

*Coverages may be excluded only with prior approval of the CLIENTS' Risk Managers.

Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CLIENT. ENGINEER 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 CLIENT. In the event the ENGINEER goes out of business during the term of this Agreement or the six (6) year period described above, ENGINEER shall purchase Extended Reporting coverage for claims arising out of ENGINEER's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

MINIMUM LIMITS OF INSURANCE

ENGINEER shall maintain limits no less than:

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

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2. ENGINEER'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 which predates the date of this Agreement. The ENGINEER may purchase project insurance or obtain a rider on her normal policy in an amount sufficient to bring ENGINEER's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CLIENT. Should the CLIENTS' Risk Managers require project insurance, project insurance shall be purchased and premium costs shall be borne by the CLIENT. CLIENT retains option to purchase project insurance through the ENGINEER's insurer or through its own source.

DEDUCTIBLES OR SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the CLIENT Risk Management Divisions. The CLIENT 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 CLIENTS' Risk Managers.

OTHER INSURANCE PROVISIONS

General Liability Coverages

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

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

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CLIENT, its officers, officials, employees or volunteers.

The ENGINEER'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.

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Endorsements for General Liability, Auto, and Excess/Umbrella Liability listing all additional insureds are required. The endorsement for Excess/Umbrella Liability can be accomplished by the ENGINEER'S production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."

The ENGINEER'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 mail has been given to the CLIENT.

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 CLIENT in its sole discretion. CLIENT reserves the right to require that ENGINEER'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

VERIFICATION OF COVERAGE

ENGINEER shall furnish the CLIENT 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. The certificates are to be on forms approved by the CLIENT. All certificate and endorsements are to be received and approved by the CLIENT before work commences. The CLIENT reserves the right to require complete, certified copies of all required insurance policies, at any time. ENGINEER can request that confidential information be redacted.

SUBCONSULTANTS

ENGINEERS 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 subjected to all of the requirements stated herein.

Miscellaneous Conditions

If the ENGINEER or any Subconsultant fails to maintain any of the insurance coverages required, the CLIENT may terminate this Agreement for cause.

ENGINEER shall be responsible for and remedy all damage or loss to any property, including property of CLIENT, caused in whole or in part by the ENGINEER, any subconsultant, or any

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

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

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

ARTICLE XVII - LITIGATION

This Agreement does not require the ENGINEER to prepare for or appear in litigation on behalf of The CLIENT, or as agent of the CLIENT, other than specified herein, except in consideration of additional reasonable compensation.

ARTICLE XVIII - TERMINATION OF WORK

Either party to this Agreement may terminate the Agreement for cause upon giving the other party thirty (30) days prior written notice. Cause may include, failure to perform through no fault of the party initiating the termination. In addition, CLIENT may terminate the Agreement for any one of the following causes: performance by ENGINEER which CLIENT deems unsatisfactory in CLIENT's sole judgment; and CLIENT's lack of funds to complete the work. Cause for ENGINEER may include, failure of CLIENT to make timely payment to ENGINEER without good cause, following a demand for payment.

In addition, CLIENT may terminate any or all of the work covered by this Agreement by notifying ENGINEER in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then ENGINEER shall be entitled to receive compensation for all work satisfactorily completed and performed through the conclusion of that task order. No other changes or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by CLIENT pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order, then ENGINEER and CLIENT shall need to determine what, if any additional services should be performed by ENGINEER in order to close out the work in progress and provide any such unfinished materials to CLIENT. ENGINEER and CLIENT shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by CLIENT for such work. In the event that the parties cannot otherwise agree on the amount to be paid pursuant to this provision, then the matter may be referred to the Dispute Resolution Procedure in ARTICLE XXIII.

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In the event the Agreement is terminated by CLIENT for cause, including performance deemed unsatisfactory by CLIENT, or ENGINEER failure to perform, or other cause created by ENGINEER, CLIENT may withhold and offset against any payments otherwise due and/or seek recovery from ENGINEER for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; value of CLIENT's time spent in correcting the work or problem; any increase in cost resulting from the problem or work; and any other costs which result from such termination. Subject to the terms herein, ENGINEER will be paid for services performed prior to termination.

ENGINEER 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.

ARTICLE XIX - PROFESSIONAL SERVICES

ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by ENGINEER and their subconsultants under this Agreement. Without limiting the effect of any other provision of this Agreement and in addition to any other provision contained herein, ENGINEER shall, without additional compensation, correct or revise any errors or omissions in their services.

ENGINEER and their subconsultants retained pursuant to this Agreement are considered by CLIENT to be skilled in their profession to a degree necessary to perform the services and duties contained in this Agreement, and CLIENT hereby relies upon those skills and the knowledge of ENGINEER and their subconsultants. ENGINEER and their subconsultants shall perform such professional services and duties as contained in this Agreement in conformance to and consistent with the standards generally recognized as being employed by professionals of their caliber in the State of Nevada. ENGINEER makes no warranty, either expressed or implied, as to their findings, recommendations, specifications or professional advice other than as provided herein.

Neither CLIENTS' review, approval, or acceptance of nor payment for any of the professional services or work required under this Agreement shall be construed to operate as a waiver of any of CLIENTS' rights under of this Agreement. The rights and remedies of CLIENT provided for under this Agreement are in addition to any other rights and remedies provided by law.

Project information including but not limited to reports, written correspondence, and verbal reports will be prepared for the use of the CLIENT. The observations, findings, conclusions and recommendation made represent the opinions of the ENGINEER. Reports, records, and information prepared by others will be used in the preparation of the report. The ENGINEER has relied on the same to be accurate and does not make any assurances, representations, or warranties pertaining to the records or work of others, except for its subconsultants, nor does the ENGINEER make any certifications or assurances except as explicitly provided in writing. No responsibility is assumed by the ENGINEER for use of reports for purposes of facility design by others.

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ARTICLE XX – PROPERTY: COPYRIGHTS

The ENGINEER shall furnish to the CLIENT all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Director, design computations, design sketches and review drawings) prepared pursuant to this Contract (hereinafter collectively referred to as “Documents”). The originals of such Documents shall be and remain the property of the CLIENT.

All of such Documents shall be deemed to be “works made for hire” prepared for the CLIENT. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the CLIENT when any such is subject to copyright. The ENGINEER agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The ENGINEER further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Reno City Council. The ENGINEER shall place a conspicuous notation upon each Document which indicates that the copyright thereto is owned by the CLIENT.

Should it be finally determined, by a court or to her tribunal of competent jurisdiction, that any of such Documents is not a “works make for hire,” it is agreed that the provisions of this section shall be termed an assignment, sale, and transfer of the copyright in or to such Documents to the CLIENT for the longest term allowed by law. Notwithstanding the foregoing, the ENGINEER may retain copies of such Documents and such copies shall remain the property of the ENGINEER. The ENGINEER shall have the right to use such copies as it may desire, but the ENGINEER may not sell, license, or otherwise market such Documents.

Documents, including drawings and specification prepared by ENGINEER pursuant to this Contract, are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the services provided for the Project or any other project. Any use of completed Documents for other projects and/or any use of uncompleted Documents without specific written authorization from ENGINEER will be at the CLIENT’s sole risk without liability or legal exposure to ENGINEER.

ARTICLE XXI - RIGHTS OF ENGINEERS AND EMPLOYEES

No personnel employed by ENGINEER shall acquire any rights or status in the CLIENT services and ENGINEER shall be responsible in full for payment of its employees, including insurance, deductions, and all the like.

ARTICLE XXII - SERVICES BY CLIENT

It is understood and agreed that the CLIENT shall, to the extent reasonable and practicable, assist and cooperate with the ENGINEER in the performance of ENGINEER’s services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, environmental

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approval, right of access to work sites; providing material available from the CLIENT's files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal requirements in connection therewith; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

ARTICLE XXIII - DISPUTE RESOLUTION PROCEDURE

1. If disputes arise under this Agreement, the parties agree to attempt to resolve such disputes through direct negotiations or if such negotiations are not successful, by non-binding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.
2. Neither party in an action to enforce the Agreement shall be entitled to recover attorney's fees or costs.

ARTICLE XXIV - NO UNFAIR EMPLOYMENT PRACTICES

1. In connection with the performance of work under this Agreement, Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, veteran status, or any other protected class status applicable under federal, state or local law, rule or regulation. Such Agreement shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. ENGINEER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.
4. As used in this Article, Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.
5. Any violation of these provisions by ENGINEER shall constitute a material breach of contract.

ARTICLE XXV - AMERICANS WITH DISABILITIES ACT

1. To the extent applicable for the Project, ENGINEER and its subconsultants shall comply with the terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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ARTICLE XXVI - GENERAL PROVISIONS

1. Integration. This Agreement, including the Exhibits and the Recitals, all of which are true and correct and are incorporated by reference as a part of this Agreement, constitutes the complete and integrated Agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

2. Severability. The legality of any provision or portion of this Agreement shall not affect the validity of the remainder.

3. Amendment. This Agreement shall not be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties.

4. No Third Party Benefit. This Agreement is a contract between CLIENT and ENGINEER and nothing herein is intended to create any third party benefit.

5. Governing Law and Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of Nevada. 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.

ARTICLE XXVII - DUE AUTHORIZATION

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.

Duplicate originals. 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-

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IN WITNESS WHEREOF, CLIENT has caused this Agreement to be executed by the City of Reno and ENGINEER have caused this Agreement to be executed, all as of the day and year first above written.

ENGINEER

By: 
Ronald L. Ablin, P.E., Vice President

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

By: _____
Mikki Huntsman, Reno
City Clerk

APPROVED AS TO FORM:

By: _____
Susan Ball Rothe
Deputy City Attorney

EXHIBIT A - SCOPE OF SERVICES

CONSTRUCTION SERVICES FOR THE 2023 SEWER CIPP REHABILITATION PROJECT

January 2023

- I. Definitions:
 - a. The City: Any agent, employee, or representative of the City of Reno which represents the City's interests.
 - b. The City, Project Manager (PM): The City's PM will represent the Director of Public Works and the City's interests and be the City's liaison for the duration of the project. The Consultant and Construction Services Manager shall report directly to the PM.
 - c. Consultant: The individual(s), firm or Corporation (including its sub-consultant(s)) contracting with the City to provide engineering support, construction management, and inspection.
 - d. Construction Services Manager (CSM): The Consultant's CSM is responsible for services performed as described in this Scope of Services and is responsible to the PM for the quality of these services. The CSM reviews and recommends monthly progress and final payments from the contractor and all changes to the Contracts for all Consultants and Contractors. The CSM certifies that all the work is done in general conformance with the Construction Contract Documents and City's standard practices.
 - e. Project Engineer (PE): The individual(s), firm or Corporation contracting with the City to provide construction design support during construction.
 - f. Consultant Inspector (CI): The Consultant's employee(s) who perform daily field inspection under the responsible charge of the Consultant's CSM.
 - g. Owner's Representative: The City employee(s) who perform daily field inspection under the responsible charge of the PM.
 - h. Consultant Materials Tester (MT): The Consultant's employee(s) who perform testing services under the responsible charge of the Consultant's CSM.
 - i. Contractor: The individual(s), firm or Corporation (including its sub-contractor(s)) contracting with the City to 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. Consultant General Scope: The Consultant will provide Contract Administration, Construction Engineering Services and Inspection during construction for the 2022 Sewer CIPP Rehabilitation Project, as defined below. These services are intended to assist the City to administer the Contract for construction, monitor the performance of the construction Contractor, verify that the Contractor's work is in compliance with the Construction Contract Documents, and assist the City in responding to events that occur during the construction.
 - a. The Consultant will act as an agent of the City and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction. The Consultant will be responsible for compliance with all necessary requirements set forth by the contract documents and is also based upon the City executing a contract for construction with the Contractor.

III. Work Duration and Fees

- a. Notice to proceed (NTP) for the Consultant Scope of Services Agreement is anticipated by March, 2023. The Consultant work duration is 152 working days from the NTP, which includes pre-construction and project closeout activities described herein. Anticipated date for completion of work is no later than October, 2023. The contract duration may be adjusted based upon the award of the contract and the completion of the work by the Contractor. Work weeks may be in excess of or less than the standard forty (40) hour week.
- b. Overtime charges – All Consultant and sub-consultant overtime charges have been included in the standard hourly rate.
- c. Miscellaneous expenses such as vehicles, phones, mileage, supplies, photocopies, etc. are included in the approved standard hourly rate and no additional fees will be charged by the consultant or sub-consultant.

IV. Conformed Plans and Construction Contract Documents:

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

V. Initial Project Meeting:

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

VI. Vehicles, Equipment, Materials & Staffing:

- a. The Consultant shall ensure that each worker has suitable transportation to perform the project work. The Consultant shall ensure that all personnel have the following:
 - 1. A cellular telephone (cell phone) and an electronic email address.

2. Each supplied with materials, tools and equipment necessary to complete the field inspection work required including (but not limited to):
 - a. ASTM F2413 certified safety toe footwear (minimum 4-inches from the heel);
 - b. OSHA / ANSI certified hardhat;
 - c. ANSI Z87.1 safety glasses;
 - d. OSHA / ANSI certified hearing protection;
 - e. OSHA approved ANSI/ISEA Class 2 Hi-Visibility safety vest;
 - f. A string line;
 - g. Level;
 - h. A manhole hook or pick;
 - i. A Mirror to view manhole interiors;
 - j. Twenty-five foot (25') and one-hundred foot (100') engineer's measuring tapes that read tenths of a foot (0.10');
 - k. A measuring wheel (measures to the nearest tenth of a foot);
 - l. Adequate office supplies, such as: calculator, paper, notepad, computer, writing utensils, etc.

3. The Consultant will confirm that the Contractor provides CIPP coupons for quality assurance material testing in accordance with City requirements. The consultant will review these testing results including all compaction, material, coating, and liner coupon tests to verify conformance with the contract documents. Coupons for CIPP testing will be prepared by the contractor and submitted by the Contractor to an independent lab for testing. Testing fees will be paid by the Contractor.

- b. Consultant Personal: Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the City:
 - a. The Consultant shall submit a list of Key Personnel, assigned to the project, prior to the start of construction.
 - b. The Consultant shall assign personnel for the duration of the Contract unless otherwise approved by the City. Employees required to operate vehicles must possess and maintain a valid state-issued driver's license. The inspectors and testers permanently assigned to the project shall be competent in Project Plans, Specifications, Reno Municipal Codes, NDEP and Air Quality Permit requirements, MUTCD, City manuals, City forms and documentation requirements. Testers and laboratory shall meet the current requirements of the Chapter VI of the City of Reno Design Manual.

VII. Project Standards and Documentation Manual:

- a. All materials furnished and work performed within the City right-of-way shall be done in accordance with the 2012 edition of "Standard Specifications for Public Works Construction" (Orange Book) and all its updates.
- b. Documentation Manual (as approved by the PM) shall be provided to all Consultant inspection and testing personnel working on the project. The manual shall be kept onsite, up to date and shall include (but not limited to):
 - a. Daily field reports;

- b. Daily traffic control update reports;
- c. Contractor notification logs;
- d. BMP inspection logs;
- e. Photo logs with descriptions (incorporated into Daily Field Reports);
- f. As-built notes;
- g. Material sampling identifications; and
- h. Material testing reports.

VIII. **Contract Administration / Project Management**

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

1. **Construction Management:** The Consultant shall provide, to the satisfaction of the PM, construction services, including: contractor coordination, inspection oversight, coordination with Contractor for Contractor's quality assurance testing and reporting, measurement, computation and documentation of quantities, billing, and other related tasks as required by the PM. The CSM, in collaboration with the PM, will be responsible for the ongoing day-to-day project coordination of all inspection and testing activities of the contract documents for the duration of construction.
2. **Pre-construction Meeting:** Consultant shall prepare pre-construction meeting agenda, distribute invitations, facilitate the meeting, prepare and distribute meeting minutes. Invitees shall include, but not necessarily limited to, the Contractor, City, Consultant, PE, involved Agencies, appropriate business and other project stakeholders, and emergency services. At this meeting the project schedule, responsibilities of each party, and lines of communication will be outlined. The Consultant shall capture the meeting minutes and submit these to the PM for final review and approval, prior to the Consultant distributing meeting minutes to all attendees.
3. **Contractor Meetings:** The Consultant shall attend all progress and pre-placement meetings in accordance with the contract documents. The Consultant shall provide an agenda and record all meeting minutes and distribute copies for review and approval and make any reasonable and merited adjustments to the meeting minutes when requested.
4. **Coordination with Sub-Consultants:** The Consultant is responsible for the daily coordination of all sub-consultants, including the scheduling of materials testing, if any, and coordinating with the contractor for their compliance with all applicable permits.
5. **Records and Computations per Documentation Manual:** The Consultant shall provide, to the satisfaction of the PM, construction services including inspection, quality assurance testing and reporting, measurement, computation and documentation of quantities, reporting and record keeping, and other tasks as required by the PM. Records and computations shall be kept in accordance with the Consultants

Documentation Manual. The Documentation Manual and shall become part of the construction project records.

6. **Meetings with Stakeholders, Public Information and Website Updates:** The Consultant shall setup and prepare at the request of the PM: Partnering meetings, weekly construction meetings and special meetings with businesses and/or stakeholders. The Consultant shall provide meeting agendas, meeting minutes and distribute documents to attendees to the City's satisfaction. The Consultant shall also provide information to the PM for Public Press Releases and website project information updates at a frequency requested by PM.
7. **Document Management:** Consultant will establish a system and set of procedures for managing, tracking and storing all relevant documents between the Contractor, Consultant and City produced during the bid / award, construction, and through the closeout phases of the project. Consultant will utilize an appropriate computer-based document management system approved by City. Consultant will implement procedures for the logging and tracking of all relevant correspondence and documents. Consultant will assist the City in monitoring all outstanding decisions, approvals or responses required from the City.
8. **Web-Based File Sharing Site:** The Consultant shall establish a file sharing site for joint use of document and file storage, transfer and transmittal, such as Microsoft OneDrive, or other mutually acceptable system. The site shall be established and hosted by Consultant with password protected accessibility established for City, Consultant, Contractor, and PE. The CSM shall be responsible for the administration of the file sharing site.
9. **Daily Reports and Photo Documentation:** The Consultant shall keep detailed photographic documentation of construction progress, including detailed photographs incorporated into the daily field reports and a video recording (DVD or stored digitally) including backup copy of the pre-construction conditions. The video recording shall include an auto narrative of date, location, and observations. The photos and daily reports, in their entirety, shall be kept current and in the Documentation Manual during the project and, upon request, made available for review by the City. Photos will be provided in electronic format sorted in folders by street name and/or pipeline number. The complete electronic file of photographs shall be submitted to the City at the end of the Agreement.
10. **Contractor Schedule Review:** The Consultant shall advise the City regarding the Contractor's conformance with the requirements of the contract documents, acceptability of the Contractor's project schedule, and evaluate if the Contractor is progressing according to schedule. The Consultant shall maintain a record of the Contractor's revisions / updates to the project schedule and inform the City on a weekly basis of any concerns that the schedule may be delayed.
11. **Submittals:** The Consultant shall review for acceptance items submitted by the Contractor, including: samples, catalog data, schedules, shop drawings, laboratory shop and mill tests, materials, and other data. This review is for the benefit of the City and it covers only general conformance with the information given in the contract documents. Consultant shall coordinate the handling of submittals for distribution to the appropriate review party, track review progress, and return to the Contractor. The Consultant's

review shall be done in a manner which takes all necessary factors into consideration and the decision made shall be done in the City's best interests. The Consultant shall maintain a log of all project submittals indicating current status of all submittals, organize and maintain such files for the project duration. A complete log along with all submittals shall be submitted to the City at the end of the Agreement.

12. **Certified Payroll and DBE Verifications:** The Consultant shall ensure that the Contractor submits a weekly list which names the sub-contractors working on the project for that week.
13. **Traffic Control Plan Review and Monitoring:** The Consultant shall review all Traffic Control Plan submittals from the Contractor and provide comments to the City. The Consultant shall provide daily monitoring of the integration of the Traffic Control Plan with construction activities and advise the City for necessary revisions. The Consultant shall review revisions to Traffic Control Plan, provide comments to the City Reno, and log revisions in the Documentation Manual.
14. **Clarifications & Request for Information:** The Consultant will review the Contractor's requests for information or clarification of the contract for construction. The Consultant will coordinate such review with the design team and with the City as appropriate. The Consultant will issue responses, and log & track the Contractor's request. The Consultant will assist the City in reviewing and responding to request from the Contractor for substitution of materials and equipment. The Consultant will review such request and will advise the City of the acceptability of such substitutions.
15. **Permit Compliance:** The Consultant shall coordinate with the Contractor for them to ensure that they are in full compliance with all the regulatory permits for work on the project site and staging / stockpiling areas. The Consultant shall verify that all permits issued have been completed, signed off by all parties, filed with the issuing agency, and assist the City and Contractor in closing open permits, as needed. This includes, but is not limited to, City, Washoe County, Nevada Department of Transportation (NDOT), Nevada Department of Environmental Protection (NDEP), Army Corps of Engineers, U.S. Fish and Wildlife Service, Carson Tahoe Water Conservancy District, State Lands Conservation District, State Division of Water Resources, and the Federal Water Master permits.
16. **Change Management:** The Consultant shall evaluate any changes associated with construction of the project due to unknown conditions or Contractor change orders and shall assist in resolving any claims and disputes that may occur.
17. **Changed Subsurface and Physical Conditions:** Whenever the Contractor notifies the Consultant or City of changed subsurface or physical conditions at the site, the Consultant shall advise the City and inspect the conditions at the site immediately. The Consultant will advise the City as to the appropriate action(s) and will assist the City in responding to the Contractor. Engineering and technical services that are required to visually investigate the already accessible subsurface or physical conditions shall not be considered an Additional Service.
 - a. **Contractor Initiated Changes / Contract Contingency (Force Account):**
 - a. The Consultant shall review all written Contractor requested changes to the contract for construction and will make recommendations to the City regarding the acceptability of the Contractor's request. If change is acceptable and

approved by the City, the Consultant will assist the City in negotiations of the requested change. Upon agreement and approval, the PM will facilitate the final change with the Contractor.

- b. At the weekly project meetings, the Consultant will provide weekly reports to the City about the status of Force Account. The report shall include issued list of Force Account items approved, pending Force Account items and Force Account amounts. The Consultant shall review information submitted by the Contractor regarding the effect of proposed or issued Force Account items upon the construction schedule, duration, and completion date.
18. **Claims and Disputes:** The Consultant will receive, log, and notify the City about all letters and notices from the Contractor and/or Property Owners concerning claims or disputes between the Contractor and City pertaining to the acceptability of the work or the interpretation of the requirements of the Contract for construction. The Consultant will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. The Consultant will advise the City regarding the Contractor's compliance with the Contract requirements for such claims and disputes and will assist the City in discussions with the Contractor to resolve such claims and disputes. The Consultant will not issue decisions on Contractor claims or disputes except for claims or disputes due to Consultants errors and omissions. The Consultant will undertake investigation or analysis of Contractor's claims and disputes.
19. **Contractor Pay Estimate Verification:** Based on the Consultant's independent field measurements and on-site observations of the work, the Consultant shall review the Contractor's monthly progress payment application and supporting data, in order to confirm and approve in writing the concurrence of progress payment submitted by the Contractor(s) in such amounts. Such approval of progress payment shall constitute a representation to the City that based on the observations and review, the work has progressed to the point indicated and that to the best of the Consultant's knowledge, information and belief, the quantity and quality of the work is in accordance with the construction contract documents. Consultant shall complete their detailed review of the progress payment requests and forward them to the City within five (5) working days after receiving such payment request.
20. **Project Completion:** Upon notice of substantial completion by the Contractor, the Consultant shall assist the City in conducting a formal inspection (walkthrough) with Contractor representatives to determine remaining work for final acceptance per the contract documents. The Consultant shall ensure that all equipment and facilities are demonstrated by the Contractor (to the City) to be operational in accordance with the contract documents. Consultant shall prepare a repair list (punch list) for the City's review and approval prior to issuing to the Contractor.
21. **Record Drawings and Final Report:** The Consultant's CSM shall verify that all field revisions (as-built modifications) provided by each CI have been properly documented in a timely manner throughout the construction duration and maintain a master set.
 - a. The Consultant will provide updated hard copy markups of the revisions throughout the duration of the project made available to City via the file sharing site. The City will prepare the electronic (CADD) record drawing set.

- b. At the end of construction, the Consultant will use this master field plan set and available information from the Contractor to complete an as-built report and mark up a complete hard copy set of record drawings. The as-built report shall be completed within thirty (30) calendar days of construction completion and address the following items:
- Final closed-circuit television (CCTV) videos have been reviewed, and the pipes have been lined in conformance with the requirements of the contract documents;
 - Manholes to be rehabilitated have been inspected and meet the requirements of the contract documents;
 - Manholes and catch basins are all raised to grade and verified they are grouted and free of debris;
 - Testing met or exceeded the minimum requirements and noted exceptions;
 - Any items that are not in compliance shall be documented and what action was taken and if item is to be re-evaluated after warranty period;
 - Identify warranty period; and
 - A hard copy and an electronic copy (PDF) of the Documentation Manual containing chronological record of construction activities on a flash drive.
- c. The record drawings shall be in the format listed and include:
- Compiled list of any changes from the conformed plans (marked on the hard copy record drawings);
 - One (1) set of originals record drawings (hard copy),
 - A flash drive containing scanned PDFs of the hard copy record drawings, submitted to the City PM for the City to develop the electronic (CADD) record drawings.

IX. **Construction Inspection:**

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

1. **Work Duration and Hours:** The Consultant shall be on-site to appropriately monitor the Contractor's daily work for compliance with the Construction Contract Documents, and to advise the Contractor and the City of the need for corrective action. The Consultant shall keep the PM informed on a daily basis as to how the work is progressing and provide timely notice to the City regarding deficiencies and issues of non-compliance. The Consultant may be required to work weekends and extended hours depending on the construction schedule. The City will require the Contractor to provide notification of its intent to work the weekends by no later than noon on Thursday, in order to provide the Consultant adequate time to provide the appropriate staffing on weekends.
2. **Construction Inspection Training for City of Reno Staff:** Not included.
3. **Review of Work / Quality Assurance (QA):** The Consultant will conduct daily on-site observations of the Contractor's work for the purposes of determining if the work

generally conforms to the Contract and that the integrity of the design concept, as reflected in the Contract, has been implemented and preserved by the Contractor.

- a. The Consultant will supervise a field inspection staff who will prepare written reports, diaries, logs or other records of their observations. The CI shall be authorized and adequately trained / experienced to inspect all work performed and materials furnished are in compliance with the approved methods and/or submittals. Such inspection may extend to all or any part of the work performed and included in the Construction Contract Documents and this Scope of Work Agreement.
 - b. The CI shall not be authorized to revoke, alter, enlarge, relax or release any requirements of construction contract documents nor to approve or accept any portion of the performed work, or to issue instructions contrary to the Improvement Plans or Specifications.
 - c. In the case of any dispute arising between the Contractor and the CI as to materials furnished or the manner of work being performed, the CI shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the PE.
 - d. The CI shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the latter. The CI's activities are for the sole benefit and purpose of the City. The responsibility for ensuring that the work is constructed in strict conformance with the plans, specifications, and other contract documents resides solely with the Contractor. The day to day on-site inspections, periodic field tests, and other activities performed by the CI will serve as a general check to gauge the Contractor's compliance and in no way relieves the Contractor of his obligations to perform in strict compliance with the contract documents.
 - e. Any advice that the CI may give the Contractor shall in no way be construed as binding the PE, nor the City in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.
 - f. Inspections will also include, but are not limited to, daily inspection of traffic control for compliance with the approved Traffic Control Plan and review the contractors' Best Management Practices (BMPs) for compliance.
 - g. The CI will inform the City if any safety concerns are observed. Additionally, the CI will work directly with the Contractor for the Contractor to remedy any safety concerns that are observed. Project site safety will remain the sole responsibility of the Contractor. The public will be notified of any safety concerns by the Contractor if determined necessary by the City. Safety conditions will be documented as well as actions taken to correct said deficiencies when observed.
4. **Daily Photos:** The Consultant's inspection staff will take daily photographs and maintain photo documentation in the daily reports of the work in progress by the Contractor. Photos will be made available to the City and will become part of the final as-built report. The Consultant inspection staff will take video of traffic conditions as

needed and as directed by City of Reno. The Consultant is responsible for ensuring that the photos are accurately labeled with time and date and location of photo. All project photos will be supplied to the City on a flash drive at the end of the project.

5. **Quality Control (QC):** Consultant shall obtain a written plan from the Contractor for quality control (QC) of its work and will monitor the Contractor's compliance with its QC plan.
6. **Factory and Off-Site Tests and Inspections:** The Consultant will coordinate tests and inspections of work, materials, and equipment for the project at off-site facilities and suppliers, as specified in the Construction Contract Documents.
7. **Performance and Witness Inspection / Testing Manhole Coatings:** The Consultant will attend and witness field and factory performance tests, as specified in the Contract.
8. **Performance and Witness Inspection CCTV:** The CSM, qualified CI, or PE shall be present at all field video inspections and review all final videos and logs to ensure compliance to the construction contract documents. Prior to final surface restoration, the Consultant shall submit a report to the City with findings of the video inspections, including any deficiencies and recommendations for corrective actions to deficiencies.
9. **Deficient and Non-Conforming Work:** The Consultant will bring, to the attention of the Contractor and the City, any discovery or belief that any work by the Contractor is not in accordance with the Contract, is otherwise defective, is not conforming to requirements of the Contract, or does not conform to the applicable rules and regulations. The Consultant will thereupon monitor and document the Contractor's corrective actions and shall advise the City as to the acceptability of the corrective actions.

X. **Materials Testing:**

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

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

1. **General Work Description:** Coupons for CIPP testing will be prepared by the Contractor and submitted to an independent lab for testing, to be paid for by the Contractor. The Consultant can also provide any other services as requested by the City, on a time and materials basis funded from the Special Engineering Services task:
 - a. Materials to be tested will include bedding material, soil backfill, hot mix asphalt, aggregate base, native subgrade material, structural fill material, structural concrete and Portland Cement Concrete. Test reports, accompanied with

Consultant's recommendation regarding acceptance / mitigation of materials, shall be submitted promptly to the City and carbon copy (cc'd) to the appropriate governmental jurisdiction(s).

XI. Construction Surveying:

The project does not require any construction surveying. If surveying is required, it can be provided on a time and materials basis funded from the Special Engineering Services task.

XII. Special Engineering Services

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

XIII. Assumptions and Exclusions

- Assumes inspection will be an average of 48 hours per week (8 hours/day, 6 days per week) for up to 30 weeks. Hours in excess of this estimate can be provided from the Special Engineering Services task or via a contract amendment.
- Assumes that the project will not include any surveying or sewer repair by excavation methods. Therefore, this scope excludes surveying and material testing. These services can be provided on a time and materials basis from the Special Engineering Services or via a contract amendment.
- Assumes up to eight (8) virtual meetings of up to one hour with senior sewer rehabilitation technology leaders to discuss project issues. No travel is included.

FEES:

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

The time and material fees will not exceed the following amounts:

Project Management	\$ 13,200
Construction Administration	\$ 81,136
Inspection & Field Services	\$ 256,748
Closeout & Record Drawings	\$ 11,312
Special Engineering Services	\$ 20,000
Subtotal	\$ 382,396

PROJECT SCHEDULE

Advertise:	January 2023
Open Bids:	January 2023
Consultant Agreement to Council:	February 2023
Start of Construction:	March 2023

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Project Manager – Matt Behling
- Project Engineer – Ahmed Ahmed
- Technical Advisor – Mike Meyers, John Malone
- Construction Inspector – Ott Hansen
- Administration – Maria Tafoya

EXHIBIT B

Brown and Caldwell Schedule of Hourly Billing Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I Word Processor I	\$55
B	Drafter Trainee	Field Service Technician I	Office/Support Services II Word Processor II	\$73
C	Assistant Drafter	Field Service Technician II	Office/Support Services III	\$80
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	\$96
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	\$116
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$137
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$163
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$186
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp.Contract Administrator	\$211
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$223
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$243
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$263
M	Vice President			\$289
N	Senior Vice President			\$325
O	President/Executive Vice President			\$325
P	Chief Executive Officer			\$325