

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the CITY OF RENO and the CITY OF SPARKS, hereinafter referred to as “CITY” and Stantec Consulting Services Inc., hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure design services for the TMWRF Biogas Conditioning System, hereinafter referred to as “PROJECT.”

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

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

2. Basic Services.

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

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

3. CITY Responsibility.

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

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

4. Authorization, Progress and Completion.

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

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on a time and materials basis per the 2022 Rate Schedule in the not-to-exceed amount of \$299,855.00.

The City of Reno's share is the sum of \$205,790.49 and the City of Sparks's share is the sum of \$94,064.51.

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

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

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

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

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

(d) Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CITY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the project unless waived by the CITY. In the event the CONSULTANT goes out of business during the term of this Agreement or the six (6) year

period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

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

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

(b) 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 certified mail, return receipt requested, has been given to the CITY.

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

10.8 Verification of Coverage. CONSULTANT shall furnish the CITY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificates 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 such information is promptly given to CITY. 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
John Flansberg, P.E.
Director of Public Works
1 East First Street
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

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

CONSULTANT:

Stantec Consulting Services, Inc.
John Buzzone, P.E.
Principal
5390 Kietzke Lane, Suite 103
Reno, NV 89511

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 If either party breaches this Agreement, the prevailing party in any litigation is entitled to recover its court costs and reasonable attorneys' 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 signature on this Agreement shall be treated for all purposes as an original signature. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

-Signature Page Follows-

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

CITY OF RENO

CITY OF SPARKS

Hillary L. Schieve, Mayor

Ed Lawson, Mayor

ATTEST:

ATTEST:

Mikki Huntsman, City Clerk

Lisa Hunderman, City Clerk


APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

Susan Ball Rothe, Deputy City Attorney

Wes Duncan, Sparks City Attorney

Stantec Consulting Engineers, Inc.



John Buzzzone, P.E., Principal

EXHIBIT A

Scope of Services and Budget Design Services - Biogas Conditioning System Truckee Meadows Water Reclamation Facility

INTRODUCTION

The City of Reno's (City) Truckee Meadows Water Reclamation Facility's (TWMRF) anaerobic digesters produce biogas that is recovered and used to fuel the plant's cogeneration facility, boilers, and sludge heaters. Prior to use, the biogas is treated with a conditioning system to remove excess moisture, sulfur oxide compounds, and siloxane. Excess biogas not used by the plant is wasted to the atmosphere (flared). At the City's request, Stantec conducted a preliminary design evaluation of the gas conditioning system, which recommended several improvements be made to the system to improve redundancy, reliability, and capacity and to simplify operations. This scope of services describes the design services needed to implement the recommended improvements. These services are related to the following improvements:

- Biotower improvements
- Biotower air supply
- Biotower wash water supply and fire hydrant
- Iron sponge bypass
- Iron sponge condensate discharge improvements
- Full system bypass
- Chiller and heat exchanger improvements
- Lighting improvements
- System controls improvements

Specific information relating to these improvements is available in the preliminary design evaluation technical memorandum. The specific work Stantec proposes to complete this design is presented in the following Scope of Services section.

SCOPE OF SERVICES

Stantec proposes completing the seven tasks described below.

Task 1 – Project Management

Stantec's project management services include project administration; schedule compliance and monitoring; preparation of field work safety plans; subconsultant coordination; project progress; budget monitoring; billing; and office support services to manage the project. Stantec assumes the design services will be completed within sixteen months of authorization to proceed.

Deliverables: Deliverables under this task includes monthly progress billing and project status reports.

Task 2 – Data/Information Gathering and Review

This task includes the gathering and collection of information necessary to complete the design. This is expected to include information relating to existing site conditions, electrical systems,

controls systems, and others as may be needed. Stantec shall be entitled to reasonably rely upon information and data provided by the City or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of Services.

Deliverables: None.

Task 3 – Survey

Stantec will survey the vicinity of the gas condition system. The survey will locate site features such as buildings, equipment footings/pedestals, catch basins, pavement, sidewalk, and curbs. Stantec will contract with a private utility locating service to locate buried utilities that may be in the vicinity of the proposed water line extension and electrical conduits to be extended to the lights and added equipment. This information along with as-built records provided by the City will be used to develop a base map of the gas conditioning system and adjacent areas.

Deliverables: None.

Task 4 – Chiller Evaluation

Stantec will contract with Johnson Thermal Systems or another refrigeration service company to complete a performance evaluation to verify the unit is operating per manufacturer's specifications. If needed, the service company will provide recommendations for repairs or servicing need to return to expected performance. This task will only be completed at the direction of the City.

Task 5 – Design Services

Stantec will prepare civil, structural, mechanical, electrical and instrumentation plan sheets, cross-section sheets, detail sheets, and technical specifications for facilities described below. The new facilities will be designed consistent with the recommends described in preliminary design evaluation technical memorandum. Stantec will attempt to layout the new facilities and its equipment in a manner that, to the extent practical, leaves an unencumbered area for other uses. The electrical design will include coordinating with TMWRF staff for the connection to existing electrical service panels and integration into the plant's electrical system.

Task 5A – Biotower Improvements

The design services will include preparing the civil, mechanical, and electrical design sheets and technical specifications for the following items:

- New air compressor
- New sump at the bottom of the biotower
- Slurry suction system at the new sump
- Slurry water system at the new sump
- Hinge system for manway cover

Assumptions:

- *New air compressor will be installed in one of the existing digester buildings*
- *Electrical panel in digester building has adequate capacity for the new air compressor*

- *Slumps slurry water and suction headers can be connected to support columns in the biotower*
- *The hinge system design will be based on a performance specification*

Task 5B – Biotower Wash Water Supply and Fire Hydrant

The design will include the extension of the plant fire system to loop the system in the southwest corner of the plant. A water supply line will be extended from the fire system or the plant's No. 2 water system a yard hydrant to be installed near the biotower. The location of the yard hydrant and a new fire hydrant will be coordinated with TMWRF.

Assumptions:

- *Approximately 600 feet of 10-inch ductile iron pipe*

Task 5C – Iron Sponge Bypass

The bypass will utilize existing piping and valves, except require the installation of two new manually operated valves (one on the influent line and one on the effluent line).

Assumptions:

- *Valves will be consistent with size and type of existing materials*
- *A total of two isolation valves to be installed*
- *Valves will be manually operated*

Task 5D – Iron Sponge Condensate Discharge Improvements

The design will include improvements to the condensate sump beneath the vessels to better capture the discharge. The design will include the addition of actuated valves that will periodically open and drain condensate from the iron sponges. The design will also include concrete restoration for the more heavily corroded areas. Heavily corroded equipment supports will also be repaired.

Assumptions:

- *No improvements are needed to the sump pipe to main plant drain*
- *Automated drain valves can be incorporated into existing control panel*
- *Adequate power supply for the automated valves is available from the existing control panel*
- *No more than four equipment supports will need to be repaired*

Task 5E – Siloxane System Bypass

TMWRF desires the ability to bypass the treatment vessels but maintain the ability to pressurize the system using raw gas and the existing blowers under emergency conditions. The existing biotower bypass coupled with the iron sponge bypass will provide the ability to feed raw gas to the blowers. A bypass of the siloxane vessels will provide the ability to feed raw gas to the boilers and sludge heaters. The siloxane vessel bypass will be connected from the discharge of the blowers to the boiler/sludge heater gas supply lines. This will also bypass the heat exchanger and particulate/moisture filter. This will require the installation of two new valves and piping.

Assumptions:

- *Pipe material will be consistent with size and type of existing materials*
- *A total of two isolation valves to be installed*
- *Valves will be manually operated.*

Task 5F – Lighting Improvements

Two overhead lights will be included in the design. The lights will be consistent with the standard and light head used at the plant.

Assumptions:

- *Adequate power supply for the lighting is available from the existing control panel*

Task 5G – Chiller Improvements

Depending on the results of the chiller evaluation, a larger or a second redundant chiller may need to be installed. A redundant chiller would be installed adjacent to the existing unit with new refrigerant lines connected to the dual core heat exchanger. This task will only be completed at the direction of the City.

Assumptions:

- *Adequate power supply for a larger or second chiller is available at the existing chiller service panel.*

Drawings for the above improvements will be provided to the City for review and comment at the 30%, 60%, and 90% development milestones. Following 90%, Stantec will prepare 100% design for permitting and an Issue for Bid set. Technical specifications will be provided at the 60% and 90% development for review and comment and will be in the 5-point CSI format. The finalized specifications will be provided with 100% and Issue for Bid plans.

Assumptions:

- *The City will prepare the Division 0 specifications (“front end” documents)*
- *No building permit is needed. If permit is needed, Stantec can provide a proposal for permitting services.*
- *Engineering services during construction are not included.*

Deliverables: Plans and specifications at 30% (plans only), 60%, 90%, 100%, and Issue for Bid. Plans and specifications at each milestone will be provided in electronic (.PDF) file format. Two sets of full size (22-inch X 34-inch) and two sets of half size (11-inch X 17-inch) printed of the Issue for Bid plans and specifications will be provided to the City.

Task 6 – Engineer's Opinion of Probable Construction Cost (EOPCC)

Stantec will prepare an EOPCC for the preferred corrective actions. The EOPCC will be prepared in accordance with the AACE Class 4 methodology. The EOPCC will be provided at the 90% design development milestone.

Deliverables: The EOPCC will be included with the 90% design submittal.

Task 7 – PLC and HMI Programming

Stantec will modify the existing gas conditioning system's programmable logic controller (PLC) and human/machine interface (HMI) programming to incorporate the equipment changes to system described herein. Stantec will also make changes to the PLC and HMI to address various control issues such as the low pressure alarm/interlock upon blower startup and the high oxygen level alarm/interlock during biotower bypass. Specific PLC programming improvements will be determined in a workshop (likely the 30% design review workshop) held after Stantec has had the opportunity to review the PLC and HMI programming.

Assumptions:

- *The City will obtain and provide a copy of the PLC and HMI program in electronic file format.*
- *Stantec will provide a copy of the modified PLC and HMI programming to be uploaded to the PLC and HMI by the contractor (or City).*
- *Stantec will provide programming assistance during startup and performance testing. These services will be provided in future proposal for engineering services during construction.*
- *No new panels are required and existing panels have capability/capacity for systems modifications.*
- *Existing tagging to be followed.*
- *PI&Ds to updated after construction as red-line revisions to existing P&IDs.*
- *Existing system meets current codes.*

Deliverables: PLC and HMI programs.

Task 8 – Design Workshops

Stantec anticipates that it will be necessary to meet with City and TMWRF representatives to discuss and vet the design and equipment as they may relate to operations; site layout; control strategies; instrumentation preferences; and to review progress submittals. Stantec will coordinate up to four four-hour design workshops with the City. Stantec assumes the workshops will be attended by up to three Stantec design staff to review the design progress and to resolve any design issues.

Deliverables: Meeting agenda and meeting notes to document design decisions.

Task 9 – Bid Services

Under this task, Stantec will assist the City during the bidding process. These bid services include attendance at a pre-bid meeting and site visit by two Stantec staff, preparation of responses to bidder questions, preparation of bid addenda, and preparation of a bid tabulation. Stantec understands that the City will advertise the bid notice, prepare and distribute contract documents to prospective bidders, maintain the plan-holders list, distribute responses to bidder questions, distribute addenda, and review bids for conformance with submittal requirements. Stantec assumes that up to 20 Contractor questions will be received and that no more than three addenda will be prepared.

Task 10 – Conformed Drawings

Stantec will modify the drawings and specifications to incorporate any changes made to the project by addenda issued during the bid period. The conformed drawings and specifications will be marked “CONFORMED” and two sets of full size (22-inch X 34-inch) and two sets of half size (11-inch X 17-inch) printed drawings will be provided to the City. Two copies of the complete printed and bound specification package will also be provided to the City. The drawings and specifications will also be provided in electronic format (.pdf).

Deliverables: Printed conformed drawings, two full size and two half size. Two sets of printed and bound specifications.

Task 11 – As-Needed Services

Because the exact scope of services needed for this project is not entirely certain and additional work may arise during the course of the project, this task provides for additional owner-directed services. Stantec will only provide services under this task upon written authorization from the City and for a scope of services and budget to be mutually agreed upon in advance by the City and Stantec. Work under this task may or may not be completed, depending upon the needs of the project.

Schedule

Assuming we receive notice to proceed by June 10, 2022, Stantec proposes to complete the services described above by September 30, 2023. The proposed schedule is attached. Please note that the PLC and HMI services extend through the construction period. Engineering services during construction are not included in this scope of services.

Proposed Budget

Stantec will complete the above described services on a time and materials basis with a not-to-exceed budget of \$299,855. Stantec’s 2022 Standard Fee Schedule (attached) will be in effect for this project.

Task	Budget
Task 1 – Project Management	\$20,000
Task 2 – Data/Information Gathering and Review	\$5,900
Task 3 – Survey	\$11,682
Task 4 – Chiller Evaluation	\$7,274
Task 5A-5F – Design Services	\$108,067
Task 5G – Design Services	\$49,608
Task 6 – Engineer’s Opinion of Probable Construction Cost	\$7,106
Task 7 – PLC & HMI	\$30,306
Task 8 – Design Workshops	\$6,807
Task 9 – Bid Services	\$17,938
Task 10 – Conformed Drawings	\$10,167
Design Subtotal	\$274,855
Task 11 – As Needed Services	\$25,000
Total Budget	\$299,855

Because the exact level of effort to complete each task is not certain, Stantec reserves the right to allocate budget between tasks, provided the overall budget is not exceeded, except for Tasks 5G and 11. Task 5G will only be completed if needed and authorized by the City and the budget for Task 5G will not be allocated to other tasks. Task 11 budget shall not be allocated to other tasks without the written permission of the City.

Proposed Project Schedule

[illegible]



EXHIBIT A
STANTEC CONSULTING SERVICES INC.
Reno Office

STANDARD FEE SCHEDULE

Rate Table 3 - 2022

Listed herein is a schedule of fees for engineering, planning and surveying services most frequently performed by Stantec Consulting Services Inc. Invoices will be submitted on completion of a project and become due on presentation. For jobs lasting longer than four weeks, monthly progress invoices will be submitted and become due on presentation and in accordance with client contract conditions. Overtime and weekend work may be charged at time and one-half.

STAFF BILLING LEVELS

RATE / HOUR

PROFESSIONAL

Levels	17 – 19	\$261.00 - \$271.00
Levels	14 – 16	\$226.00 - \$253.00
Levels	11 – 13	\$190.00 - \$209.00
Levels	8 – 10	\$160.00 - \$177.00
Levels	4 – 7	\$122.00 - \$155.00
2-Person Survey Crew		\$190.00

OTHER DIRECT COSTS

Mileage (Or Current GSA Rate)	\$0.575 / per mile
Supplies	Cost + 10%
Outside Services	Cost + 10%