

## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Reno, hereinafter referred to as the “CITY”, and Eastern Sierra Engineering, hereinafter referred to as “CONSULTANT”:

### WITNESSETH:

WHEREAS, CITY desires to obtain Construction Management Engineering Services for the 2023 Akard & Van Ness Street Rehabilitation Project, hereinafter referred to as “Project;”

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

WHEREAS, the CITY has found CONSULTANT qualified and experienced in the performance of said services;

WHEREAS, the CITY is desirous of engaging the services of CONSULTANT to perform said services; and

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

### ARTICLE I - SERVICES

- A. CITY agrees to retain and does hereby retain CONSULTANT to perform the professional 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.
- B. CONSULTANT 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 services.
- C. CONSULTANT 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 CITY. CONSULTANT shall undertake performance of services as independent contractor and shall be wholly responsible for the methods of performance and for their performance.
- D. CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work.

## ARTICLE II - SCOPE OF SERVICES

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

## ARTICLE III - COMPENSATION

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

B. Compensation to the CONSULTANT shall be on the basis of time and materials as set forth in Exhibit A per the Fee Schedule as set forth in Exhibit B which are attached hereto and incorporated herein by this reference.

C. Payments shall be made by the CITY based on itemized invoices from the CONSULTANT which lists costs and expenses. Costs not listed in Exhibits A or B will not be paid.

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

E. The not-to-exceed budget for the services authorized by this Agreement is the sum of \$543,135.00 and shall not be exceeded without written authorization of the CITY. 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. CONSULTANT 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

A. CONSULTANT will commence the services as described immediately following the Notice to Proceed provided to the CONSULTANT by the CITY and will proceed with such services in a diligent manner as provided for in Exhibit A. CONSULTANT will not be responsible for delays caused by factors beyond CONSULTANT'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.

## ARTICLE V - ASSIGNMENT OF AGREEMENT

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

## ARTICLE VI- OWNER'S RESPONSIBILITY

A. CITY shall provide any information in its possession that is requested by CONSULTANT and is necessary to complete the Project. CITY shall assist CONSULTANT in obtaining access to public and private lands to allow the CONSULTANT to perform the work under this Agreement.

## ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

## ARTICLE VIII - NOTICE

A. 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 CONSULTANT:  
Shawn Jenkins, P.E  
Project Manager  
Eastern Sierra Engineering  
4515 Towne Drive  
Reno, NV 89521-9696

To CITY:  
Kerrie Koski, P.E.  
Director of Public Works  
City of Reno  
If by personal service  
1 East First Street  
Reno, NV 89501  
If by mail  
P.O. Box 1900  
Reno, NV 89505

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

## ARTICLE IX - UNCONTROLLED FORCES

A. Neither CITY nor CONSULTANT 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

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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 its 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 CITY or CONSULTANT under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. CONSULTANT shall be paid for services performed prior to the delay.

B. 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 CONSULTANT or CITY 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

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

#### ARTICLE XI - SUCCESSORS AND ASSIGNS

A. CITY and CONSULTANT 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 - INDEMNIFICATION

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

B. CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnatee or other consultants of indemnatee.

C. 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.

D. If CITY's personnel (consultants or other professionals) are involved in defending such legal action, CONSULTANT shall also reimburse CITY 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 CONSULTANT, her legal representatives, heirs, successors and permitted assigns.

E. If CONSULTANT does not so defend the CITY and the CONSULTANT is adjudicated to be liable, reasonable attorney's fees and costs shall be paid to CITY in an amount proportionate to the liability of CONSULTANT.

#### ARTICLE XIII - INTELLECTUAL PROPERTY INDEMNITY

A. To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY'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 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.

#### ARTICLE XIV – PAYMENT OF TAXES

A. 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).

#### ARTICLE XIV - INSURANCE

##### A. GENERAL REQUIREMENTS.

1. 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.

**B. INDUSTRIAL INSURANCE (WORKERS' COMPENSATION & EMPLOYER'S LIABILITY).**

1. 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 complies with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the CITY a certificate of insurance from the Worker's Compensation Insurer certifying that the CONSULTANT and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CITY and approve written approval of such self-insurance prior to the signing of a Contract. The CITY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

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

**C. MINIMUM SCOPE OF LIABILITY INSURANCE.** Coverage shall be at least as broad as:

1. **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO 01 04 13 and ISO CG 20 37 04 13, or equivalent forms.. 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.

2. **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 nonowned 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.

3. **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.

D. MINIMUM LIMITS OF INSURANCE. CONSULTANT 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.

2. 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 which 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.

E. DEDUCTIBLES OR SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the 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 Risk Manager.

F. OTHER INSURANCE PROVISIONS

1. 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 or employees.

2. 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 or employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

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

4. 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.

5. 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 CONSULTANT'S production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."

6. 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 mail has been given to the CITY.

#### G. ACCEPTABILITY OF INSURERS

1. 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.

#### H. VERIFICATION OF COVERAGE

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

#### I. SUBCONSULTANTS

1. 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 subjected to all of the requirements stated herein unless modified by the City Attorney or Risk Management.

#### J. MISCELLANEOUS CONDITIONS

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



2. 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 under her.

3. 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.

## ARTICLE XVI - LITIGATION

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

## ARTICLE XVII - TERMINATION OF WORK

A. 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, CITY may terminate the Agreement for any one of the following causes: performance by CONSULTANT which CITY deems unsatisfactory in CITY's sole judgment; and CITY's lack of funds to complete the work. Cause for CONSULTANT may include, failure of CITY to make timely payment to CONSULTANT without good cause, following a demand for payment.

B. In addition, CITY may terminate any or all of the work covered by this Agreement by notifying CONSULTANT in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then CONSULTANT 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 CITY pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order, then CONSULTANT and CITY shall need to determine what, if any additional services should be performed by CONSULTANT in order to close out the work in progress and provide any such unfinished materials to CITY. CONSULTANT and CITY shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by CITY 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 XXII.

C. In the event the Agreement is terminated by CITY for cause, including performance deemed unsatisfactory by CITY, or CONSULTANT failure to perform, or other cause created by CONSULTANT, CITY may withhold and offset against any payments otherwise due and/or seek recovery from CONSULTANT for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; value

of CITY'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, CONSULTANT will be paid for services performed prior to termination.

D. 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.

## ARTICLE XVIII - PROFESSIONAL SERVICES

A. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT 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, CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in their services.

B. CONSULTANT and their subconsultants retained pursuant to this Agreement are considered by CITY to be skilled in their profession to a degree necessary to perform the services and duties contained in this Agreement, and CITY hereby relies upon those skills and the knowledge of CONSULTANT and their subconsultants. CONSULTANT 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 and under similar conditions. CONSULTANT makes no warranty, either expressed or implied, as to their findings, recommendations, specifications or professional advice other than as provided herein.

C. Neither CITY'S' 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 CITY'S' rights under of this Agreement. The rights and remedies of CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

D. Project information including but not limited to reports, written correspondence, and verbal reports will be prepared for the use of the CITY. The observations, findings, conclusions and recommendation made represent the opinions of the CONSULTANT. Reports, records, and information prepared by others will be used in the preparation of the report. The CONSULTANT 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 CONSULTANT make any certifications or assurances except as explicitly provided in writing. No responsibility is assumed by the CONSULTANT for use of reports for purposes of facility design by others.

## ARTICLE XIX – PROPERTY: COPYRIGHTS

A. The CONSULTANT shall furnish to the CITY 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 CITY.

B. All of such Documents shall be deemed to be “works made for hire” prepared for the CITY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the CITY when any such is subject to copyright. The CONSULTANT agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The CONSULTANT 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 CONSULTANT shall place a conspicuous notation upon each Document which indicates that the copyright thereto is owned by the CITY.

C. 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 CITY for the longest term allowed by law. Notwithstanding the foregoing, the CONSULTANT may retain copies of such Documents and such copies shall remain the property of the CONSULTANT. The CONSULTANT shall have the right to use such copies as it may desire, but the CONSULTANT may not sell, license, or otherwise market such Documents.

D. Documents, including drawings and specification prepared by CONSULTANT pursuant to this Contract, are not intended or represented to be suitable for reuse by CITY 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 CONSULTANT will be at the CITY’s sole risk without liability or legal exposure to CONSULTANT.

## ARTICLE XX - RIGHTS OF CONSULTANTS AND EMPLOYEES

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

## ARTICLE XXI - SERVICES BY CITY

A. It is understood and agreed that the CITY shall, to the extent reasonable and practicable, assist and cooperate with the CONSULTANT in the performance of CONSULTANT’s services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, environmental approval, right of access to work sites; providing material available from the

CITY'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 XXII - DISPUTE RESOLUTION PROCEDURE

A. 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.

B. Unless otherwise provided for herein, each party shall bear its own attorney's fees and court costs regardless of the outcome of any proceeding brought to enforce or interpret this Agreement. In no event shall any prevailing party be entitled to an award of attorney's fees.

#### ARTICLE XXIII - NO UNFAIR EMPLOYMENT PRACTICES

A. In connection with the performance of work under this Agreement, CONSULTANT 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.

B. CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

C. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

D. As used in this Article, race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

E. Any violation of these provisions by CONSULTANT shall constitute a material breach of contract.

#### ARTICLE XXIV - AMERICANS WITH DISABILITIES ACT

A. CONSULTANT 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 to the extent applicable to the Project.

Eastern Sierra Engineering - 2023 Akard & Van Ness Street Rehabilitation Project

## ARTICLE XXV - GENERAL PROVISIONS

A. 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.

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

C. 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.

D. No Third Party Benefit. This Agreement is a contract between CITY and CONSULTANT and nothing herein is intended to create any third party benefit.

E. 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 XXVI - DUE AUTHORIZATION

A. 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.

B. 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-

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

CITY OF RENO

ATTEST:

By: \_\_\_\_\_  
Hillary L. Schieve, Mayor

By: \_\_\_\_\_  
Mikki Huntsman, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Susan Ball Rothe  
Deputy City Attorney

CONSULTANT

By: \_\_\_\_\_  
  
Shawn Jenkins, P.E., Principal

## EXHIBIT A - SCOPE OF SERVICES

### CONSTRUCTION SERVICES 2023 AKARD & VAN NESS STREET REHABILITATION PROJECT

July 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, inspection, constructing staking and materials testing services during construction.
- d. Construction Services Manager (CSM): The Consultant's CSM is responsible for services performed as described in this Scope of Services and is responsible to the PM for the quality of these services. The CSM reviews and recommends monthly progress and final payments from the contractor and all changes to the Contracts for all Consultants and Contractors. The CSM certifies that all the work is done in general conformance with the Construction Contract Documents and City's standard practices.
- e. Project Engineer (PE): The individual(s), firm or Corporation contracting with the City to provide construction design support during construction.
- f. Consultant Inspector (CI): The Consultant's employee(s) who perform daily field inspection under the responsible charge of the Consultant's CSM.
- g. Owner's Representative: The City employee(s) who perform daily field inspection under the responsible charge of the PM.
- h. Consultant Materials Tester (MT): The Consultant's employee(s) 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 executed 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, Materials Testing, and Surveying during construction on the 2023 Akard & Van Ness Street 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 July 31, 2023. The Consultant work duration is one-hundred fifteen (115) calendar days from the NTP, which includes pre-construction and project closeout activities described herein. The contract duration may be adjusted based upon the award of the contract and the completion of the work by the Contractor. Work will be required night and/or day, on weekends, holidays, and/or on a split shift basis. 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. Misc 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 CSM.

## **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 furnish each worker with a suitable vehicle registered in the State of Nevada. The Consultant shall furnish all personnel the following:



1. Each with 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. Four foot (4') carpenters 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. A surveyor's level (with tripod) capable of reading a distance of at least four-hundred feet (400');
  - m. A twenty-five foot (25') level rod (measures to the nearest tenth of a foot); and
  - n. Adequate office supplies, such as: calculator, paper, notepad, computer, writing utensils, etc.
3. The Consultant will furnish all materials, tools, and equipment necessary to complete the work required for material testing. Materials testing equipment shall include (but not limited to):
  - a. Nuclear asphalt content gauge;
  - b. Nuclear moisture-density gauge;
  - c. Concrete air meter;
  - d. Slump cone;
  - e. Other necessary concrete testing equipment;
  - f. Soil sieves and sieve shaker;
  - g. Electronic scale(s);
  - h. Asphalt sample containers and small hand tools;
  - i. Proctor compaction testing equipment;
  - j. Casagrande cup (Atterberg);
  - k. Rice value testing equipment;
  - l. Sand equivalent equipment;
  - m. Material oven;
  - n. Concrete cylinder molds (6" x 12"); and
  - o. Miscellaneous equipment for performing the required soils, asphalt and concrete tests.
- 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 of Nevada 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 index;
  - f. As-built notes;
  - g. Material sampling identifications; and
  - h. Material testing reports.

## **VIII. Contact 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, 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 and 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 selected 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 transfer protocol (FTP) site for joint use of document and file storage, transfer and transmittal. 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 FTP site.
9. **Daily Reports and Photo Documentation:** The Consultant shall keep a detailed photograph log of construction progress, including detailed photographs and a video recorder (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 photo log 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. The complete log along with photo index 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. **Utility Coordination:** The Consultant shall be actively involved in the coordination of all temporary and permanent utility relocation. The Consultant will review each utility's plan for relocation prior to their installation and coordinate each utility's requests with the Contractor and the City. The Consultant shall provide information or clarification whenever requested. The Consultant will coordinate such review with the design team and with the PM as appropriate. The Consultant shall verify the vertical and horizontal placement of each utility relocated (temporary and/or permanent) is not in conflict with any items required to be placed by the Contractor.
14. **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.
15. **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.
16. **Permit Compliance:** The Consultant shall ensure the Contractor is 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.

17. **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.
18. **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 investigate the subsurface or physical conditions shall not be considered an Additional Service.

**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.
19. **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.
  20. **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) calendar days after receiving such payment request.

21. **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.
22. **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 markups of the revisions throughout the duration of the project made available to City via the FTP site.
  - 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 develop a complete set of record drawings. The as-built report shall be completed within thirty (30) calendar days of construction completion, be wet stamped by the PE, and address the following items:
    - Final closed-circuit television (CCTV) videos have been reviewed, and the pipes have been installed in conformance with the requirements of the contract documents;
    - Manholes and catch basins are all raised to grade and verified they are grouted and free of debris;
    - Survey monuments were replaced and punched and Corner Record has been filed at Washoe County;
    - Testing met or exceeded the minimum requirements and noted exceptions;
    - Pedestrian access ramps are constructed and meet the American Disabilities Act (ADA) requirements;
    - Striping and signage was completed as per plan or with noted exceptions;
    - Striping thickness was monitored and measured during placement and meets or exceeds the mil thickness specified in the contract documents;
    - 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;
    - Traffic signal infrastructure has been installed per the projects plans and specifications and is fully functional;
    - Identify warranty period; and
    - A hard copy and an electronic copy (PDF) of the Documentation Manual containing chronological record of construction activities on a compact disc (CD).
  - c. The record drawings shall be in the format listed and include:
    - Compiled list of GPS coordinates for manholes, pipe laterals, taps, angle points, and cleanouts;

- One (1) set of originals record drawings (hard copy), wet stamped; and
- A CD containing PDFs of the stamped 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 will 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. **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 to remedy any safety concerns that are observed. 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.
3. **Daily Photos and Log:** The Consultant's inspection staff will take daily photographs and maintain a photo log with photo index of the work in progress by the Contractor. Photo log 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 photo's are accurately labeled with time and date and location of photo.
  4. **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.
  5. **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.
  6. **Performance and Witness Inspection / Testing Manhole Coatings:** The Consultant will attend and witness field and factory performance tests, as specified in the Contract.
  7. **Performance and Witness Inspection CCTV:** The CSM 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. Submittal of final pipe videos and logs shall include cover letter with State of Nevada Professional Civil Engineering Seal stating that the pipes have been constructed in conformance with the requirements in contract construction documents.
  8. **Daily Field Revisions (as-built field set):** The CI shall properly document all field conditions including, but not limited to: existing vertical and horizontal locations of all existing utilities and services encountered during construction, changes in horizontal and vertical alignment of proposed improvements, location of newly installed laterals, locations of abandoned laterals, location and limits of abandoned in-place grouted pipe, location of abandoned in-place manholes, locations of slurry backfills and pipe encasements, and depth of existing asphalt and base sections. The CSM shall be responsible for review and transmittal to the PM as each area of construction is complete.



9. **Utility Inventory:** The CI will verify and inventory, all existing and/or new utility valves, vaults, and manholes within the project area. The inventory shall be stored in the Documentation Manual. The Consultant will use this information to supplement the referencing requirements of the owning utility. The Consultant shall ensure and verify that the Contractor creates a utility reference log with a list of all utilities lowered. Verify that the utility reference log contains the type of utility lowered, street name, station location, depth, two reference point distances (also known as swing ties), date lowered, date raised, final elevation, and notes. The CI shall also verify that a waterproof set of the utility log is available on-site and the list is emailed to all utility owners and the PM. The inventory assembled by the Consultant does not relieve the Contractor of their responsibility for referencing and documentation of utilities per the owning utilities requirements.
10. **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 (eg. 1 test per 100 cy);
  - 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:** The Consultant shall sample, test, and document all materials incorporated into the project. This includes materials delivered to the project that are listed in the Schedule of Prices or referred to in the Improvement Plans and Specifications. The Consultant shall also provide any other services as requested by the City:
  - a. Provide Material Testing for compliance with the project Specifications and the Standard Specifications for Public Works Construction, 2012 Edition (Orange Book) testing requirements as amended. Materials to be tested will include bedding material, soil backfill, hot mix asphalt, aggregate base, cement treated 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).
  - b. Provide on-site nuclear gauge testing and sampling during the placement of bedding and backfill, aggregate base, fill materials, and road base placement. Provide laboratory testing, including: moisture density curves (Proctor), plasticity index (PI), and gradation (sieve analysis). Provide laboratory compressive strength tests of

roadway modified base material Test frequency shall comply with the latest amendment of the Specifications for Public Works Construction (Orange Book). Provide verbal results at the time of testing to the CI and written Test Reports to the PM and the Contractor, on a weekly basis; Test Reports shall be stamped by a State of Nevada licensed Professional Engineer (PE).

- c. Provide on-site thin-lift nuclear gauge testing and sampling for hot mix asphalt (HMA) placement, on-site Portland cement concrete (PCC) testing and sampling for PCC placement, and pipe grout compression test. Test frequency shall comply with the 2012 edition of the Orange Book. Provide verbal results at the time of testing to the CI and written Test Reports to the PM and the Contractor, on a weekly basis; Test Reports shall be stamped by a State of Nevada licensed Professional Engineer (PE).
- d. Provide on-site concrete testing and sampling during the placement of concrete. Provide tests including: air content, slump and compressive strength of 6-inch by 12-inch molded cylinders with sulfur caps and maximum / minimum thermometer readings for field curing. Testing will meet the requirements specified in Section 336 of the Supplemental Specifications. Test frequency shall comply with the latest amendment of the Specifications for Public Works Construction (Orange Book). Provide verbal results at the time of testing to the CI and written Test Reports (including max. & min. temperatures) to the PM and the Contractor, on a weekly basis. Test cylinders will be prepared in accordance with ASTM C31/C31M.
- e. Provide HMA plant sampling and laboratory aggregate testing for each paving day. Provide laboratory tests consisting of: sieve analysis, fracture faces, liquid limit, plasticity index, percentage of wear (500 Rev.), soundness (coarse and fine aggregate) and absorption (coarse aggregate). Provide written Test Reports to the PM and the Contractor, on a weekly basis; testing of aggregates will be performed on a maximum of two (2) samples.
- f. Provide asphalt oil testing by randomly taking samples from three (3) paving days. Three (3) oil samples will be taken by the plant operator with the Consultant present. Each sample will be properly labeled and signed-off by the Consultant and the plant operator. One (1) daily sample will be left with the plant operator, one (1) sample will be used for specification verification and one (1) sample will be stored at the Consultant's laboratory for dispute resolution. The remaining sets of daily samples shall be stored at the Consultant's laboratory through the Contractor's one (1) year warranty period in the event additional testing is requested by the City. One (1) test is anticipated for the asphalt binder (PG 64-28NV). Provide written Test Reports to the City PM and Contractor, on a weekly basis.
- g. Provide HMA tests per five-hundred (500) tons placed. Laboratory tests shall include: asphalt content, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. All hot mix samples are to be tested same-day (reheating will not be allowed); Test Reports will also include voids in total mix. Provide written Test Reports to the City PM and Contractor within twenty-four (24) hours of sampling.

- h. Provide HMA coring and laboratory testing including: core unit weight and percent compaction and in place air voids. Provide written Test Reports to the City PM and Contractor within twenty-four (24) hours of sampling. All cores shall be backfilled with a DOT rated rapid set grout. The grout shall match the finished grade of the proposed roadway surface and shall match the asphalt color. Final acceptance of the core locations shall be at the discretion of the City.
- i. Provide plant inspection ensuring the proper use of lime (marination method) in the aggregates used in the HMA. Inspection shall include:
  - i. Collection and review of lime and aggregate receipts/tickets: verify stockpile marination time is no less than forty-eight (48) hours and no more than sixty (60) days;
  - ii. Mixing ratios: verify lime & aggregate quantities meet NDOT's Standard Specifications of Road and Bridge Construction, Section 401.03.08 – Preparation of Aggregates;
  - iii. Provide verification of lime treated aggregates prior to each planned paving day. A phenolphthalein indicator solution may be used to determine if the lime mineral filler is present.

#### **XI. Construction Surveying:**

The CSM or the Consultant's representative will attend the pre-construction meeting and necessary progress meetings during construction. Consultant shall provide (at a minimum) staking at intervals necessary to ensure proper layout of curbs, gutters, driveways, sidewalks, pedestrian ramps (ADA compliant), alley ways, valley gutters, sanitary sewer piping, storm drain piping, manholes, catch basins, and monuments.

After the curb and gutter has been replaced and prior to the roadway removal, the Consultant will verify lip of gutters and prepare cut sheets at the City's request for areas of special concern. Roadway monuments shall be referenced in four directions and punched and described as per contract documents. No monuments were identified during the original design survey and are not anticipated to be encountered during the construction period.

Additional surveying controls shall be as follows:

1. **Supplemental Control:** Recover survey control and extend the existing project control as necessary for construction staking.
2. **Right-of Way and Survey Monuments:** Locate and reference all existing survey monuments and provide "straddles" offsets for monument reinstallation. Monument cap shall include Professional Land Surveyor number and be field punched after installation. A corner record of all reinstalled monument shall be filed at the Washoe County and a copy of the record sent to the City.
3. **Gravity Pipes:**
  - a. One (1) offset stake and one (1) line stake to each sewer manhole with cut/fill to rim and all pipe invert elevations.

- b. One (1) offset stake for grade and one (1) line stake for each catch basin and drain inlet (DI) with cut/fill to rim and all pipe invert elevations.
  - c. Sewer line stakes at a one-hundred foot (50') intervals, with cut/fill to pipe invert elevation.
  - d. One (1) set of offset stakes with horizontal and vertical control for sewer lateral installations including one (1) alignment and offset stake at the project right-of-way, including offsets stakes at any taps, bends, tees and services.
- 4. **Roadway Stationing:** Offset stakes with horizontal control for stationing as per the Improvement Plans; final grades for asphalt shall be designated at the appropriate stationing on high-side curb line to crown.
  - 5. **Curb and Gutter:** Offset stakes with horizontal and vertical control at 25' intervals and at centerline of driveways. Additional staking will be provided at grade breaks in the curb and gutter as noted on the Improvement Plans.
  - 6. **Pedestrian Ramps:** One (1) set of offset stakes at 1/4 points around curb returns for horizontal control with cut/fill to top of curb elevation at the returns and one (1) line only stake for centerline of ramp.
  - 7. **Additional Points:** Provide additional staking at the discretion of the City.

## **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.

### **FEES:**


- a. Eastern Sierra Engineering 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".
- b. Prevailing wage rates – The Consultant agrees to comply with NRS 338.
- c. Overtime charges – All Consultant and sub-consultant overtime charges have been included in the standard hourly rate.
- d. Misc. 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.

The time and material fees will not exceed the following amounts for each of the major tasks outlined in the table below.		
<b>Task</b>	<b>Task Description</b>	
<b>8.0</b>	<b>Contract Administration/ Project Management</b>	<b>\$149,180.00</b>
<b>9.0</b>	<b>Construction Inspection</b>	<b>\$161,600.00</b>
<b>10.0</b>	<b>Material Testing</b>	<b>\$117,400.00</b>
<b>11.0</b>	<b>Construction Surveying</b>	<b>\$94,955.00</b>
<b>12.0</b>	<b>Project CM Contingency</b>	<b>\$20,000.00</b>
<b>TOTAL:</b>		<b>\$543,135.00</b>

### **KEY PERSONNEL**

The key personnel assigned to this project include the following:

- Project Manager(s) – Shawn Jenkins, P.E., Dave Edgington, P.E.
- Project Engineer(s) – Debbie Jenkins, P.E., Brian Fitzgerald, P.E.
- Inspector(s) – Mike Phelps, Andrew Bradley
- Material Tester(s) – Bill Caraway, Scott Lazear



Shawn Jenkins, P.E.  
Principal Engineer

Date: 7/5/23

Encl: Exhibit B – Eastern Sierra Engineering's 2023 Standard Rates for Technical Services

## EXHIBIT B

### 2023 STANDARD RATES FOR TECHNICAL SERVICES

#### I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

##### Professional Services

Principal Engineer	\$180.00/hour
Senior Engineer	\$150.00/hour
Project Manager	\$140.00/hour
Project Engineer	\$130.00/hour
Staff Engineer/Designer	\$120.00/hour
Senior Drafter	\$110.00/hour
Administration	\$95.00/hour

#### B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage*)	\$100.00/hour
Senior Technician/Inspector (Regular Wage)	\$120.00/hour
Technician/Inspector (Regular Wage)	\$100.00/hour

#### II. Expenses

##### A. Expenses

Travel	Current IRS Standard Mileage Rate
Subsistence (Food) *	\$30.00 per day
Subsistence (Room) *	Cost plus 15%
Supplies & Shipping	Cost plus 15%

\* Applicable for employees required to travel more than 50 miles from their home office to the project site.

#### III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

#### V. Laboratory Testing

##### Tests

##### Unit Price/Test

##### *Index Tests*

Moisture Content of Soil (ASTM D2216, AASHTO T265)	\$25
Moisture Content and Dry Density of Soil	\$40
Atterberg Limits (ASTM D4318, AASHTO T89/90)	\$130

##### *Particle Size Analysis*

Sieve Analysis (ASTM C136, AASHTO T27)	\$115
Sieve Analysis w/ Recycled AC (ASTM C136, AASHTO T27)	\$165

Sieve Analysis Large Aggregate (ASTM C136, AASHTO T27)	\$180
Minus No. 200 Determination (ASTM D1140, AASHTO T11)	\$75
Hydrometer Analysis (ASTM D422, AASHTO T88)	\$290

#### ***Specific Gravity***

Soils (AASHTO T100)	\$150
Fine Aggregate w/Absorption (ASTM C128, AASHTO T84)	\$100
Coarse Aggregate w/Absorption (ASTM C127, AASHTO T85)	\$90

#### ***Moisture-Density Relations***

Standard Proctor (ASTM D698, AASHTO T99)	\$275
Modified Proctor (ASTM D1557, AASHTO T180)	\$305
Compaction Check Point	\$85
Rock Correction per Test	\$125

#### ***Aggregate Testing***

Clay Lumps and Friable Particles (ASTM C142, AASHTO T112)	\$120
Flat and Elongated (ASTM D4791)	\$100
Fractured Faces (ASTM D5821, AASHTO T335)	\$100
Sand Equivalent (ASTM D2419, AASHTO T176))	\$90
Organic Impurities (ASTM C40, AASHTO T21)	\$100
Unit Weight of Aggregate (ASTM C29, AASHTO T19)	\$80
Sodium Soundness (ASTM C88, AASHTO T104)	\$75 per fraction
Los Angeles Abrasion (ASTM C131, AASHTO T96)	\$180
Durability Index (ASTM D3744, AASHTO T210)	\$260
Cleanness Value (CT 227)	\$160
Fine Aggregate Angularity (ASTM C1252, AASHTO T304)	\$120

#### ***Other Testing***

R-Value (ASTM D2844, AASHTO T190)	\$375
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#### ***Concrete Testing***

Compression of 4x8 Concrete Cylinder (ASTM C39)	\$30
Compression of 6x12 Concrete Cylinder (ASTM C39)	\$40
Compression of Grout Cylinder (UBC 24-28)	\$29
Compression of Mortar Cylinder (UBC 24-22)	\$29
Hold Cylinder (cured not tested)	\$15
Concrete Mix Design	upon request

#### ***Asphalt Concrete Testing***

Bitumen Content by Ignition	\$150
Bitumen Content by Solvent Extraction	\$250
Mechanical Analysis of Extracted Aggregate	\$115
Preparation of Aggregate Sample (Lab batching)	\$50
Lab Mixing of HMA (per point)	\$45
Maximum Theoretical Specific Gravity (Rice)	\$130
Bulk Specific Gravity of HMA Specimen – each	\$75
Moisture Content of Asphalt Mixture	\$50
Effects of Moisture on AC Mixtures (TSR) (ASTM D4867, AASHTO T283)	
Lab Produced HMA Sample	\$1380
Plant Produced HMA Sample	\$930
Lab Produced RHMA-G Sample	\$1900

Plant Produced RHMA-G Sample	\$1500
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	
Lab Produced HMA Sample	\$1500
Plant Produced HMA Sample	\$1100
Lab Produced RHMA-G Sample	\$2000
Plant Produced RHMA-G Sample	\$1600
Gyratory Compaction and Air Voids (AASHTO T312/T166)	
Lab Produced HMA Sample, Set of 3 Briquettes	\$630
Plant Produced HMA Sample, Set of 3 Briquettes	\$345
Lab Produced RHMA-G Sample, Set of 3 Briquettes	\$960
Plant Produced RHMA-G Sample, Set of 3 Briquettes	\$675
Marshall Compaction with Stability, Flow & Volumetrics	
Lab Produced HMA Sample, Set of 3 Briquettes	\$590
Plant Produced HMA Sample, Set of 3 Briquettes	\$305
Hveem Compaction with Stability & Volumetrics	
Lab Produced HMA Specimen – each	\$210
Plant Produced HMA Sample, Set of 3 Briquettes	\$345
RAP Testing (Caltrans LP-9/CT384)	\$2160
Ignition Oven Calibration (Variable depending on number of specimens)	Variable
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 15%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory. There is 2-hour minimum charge for services.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday