

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2023, by and between the City of Reno and the City of Sparks, hereinafter referred to as the “CITY”, and Jacobs Engineering Group Inc., hereinafter referred to as “CONSULTANT”:

WITNESSETH:

WHEREAS, CITY desires to obtain consulting services for the Truckee Meadows Water Reclamation Facility (TMWRF) Dewatering 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 Attachment 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 Exhibits 1 and 2 which are incorporated herein by this reference. Any costs not included in Exhibits 1 and 2 will not be paid.

C. Payments shall be made by the CITY based on itemized invoices from the CONSULTANT which lists costs and expenses. Such payments shall be for the invoice amount.

D. 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 \$4,066,496.00 and shall not be exceeded without written authorization of the CITY. The City of Reno's share is the sum of \$2,790,836.21 and the City of Sparks's share is the sum of \$1,275,659.79. 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 set forth in Attachment 1. 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. CITY shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT. CONSULTANT may reasonably rely on the technical accuracy of documents and information furnished by the CITY.

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:
Jacobs Engineering Group Inc.
John Schoonover
Manager of Projects
2525 Airpark Drive
Redding, CA 96001

To CITY:

Trina Magoon, P.E.
Utility Services Director
City of Reno
1 East First Street
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

John Martini, P.E.
Assistant City Manager
City of Sparks
431 Prater Way
Sparks, NV 889431
PO Box 857
Sparks, NV 89432

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 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 Washoe County, 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, to the extent caused by the negligent acts, 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 indemnitee or other consultants of indemnitee.

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’ 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 canceled or non-renewed by either party, 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. CONSULTANT shall notify CITY if its insurance is reduced in coverage or in limits.

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. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificate and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

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 subject to all of the requirements stated herein. The City Attorney or Risk Manager may modify the requirements as to subconsultants at its discretion upon request of the CONSULTANT.

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 CITYS' 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 CITYS' 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. Except as otherwise provided 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. 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.

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 to follow]

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.

JACOBS ENGINEERING GROUP INC.

By: _____
John Schoonover
Manager of Projects

CITY OF SPARKS

By: _____
Ed Lawson, Mayor

ATTEST:

By: _____
Lisa Hunderman, City Clerk

APPROVED AS TO FORM:

By: _____
Wes Duncan
City Attorney

CITY OF RENO

By: _____
Hillary L. Schieve, Mayor

ATTEST:

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

By: _____
Susan Ball Rothe
Deputy City Attorney

Attachment A
To
Agreement for Professional Services for the
TMWRF Dewatering Project
Detailed Design and Bidding Support Services

This attachment is for the Agreement, between the City of Reno (City) and Jacobs (Consultant), for engineering and consulting services related to the design and bidding of a new dewatering building to be located at the Truckee Meadows Water Reclamation Facility (TMWRF) as described in the TMWRF Dewatering Predesign Report (Draft, May 2023).

SCOPE OF SERVICES

The following is a scope of services for professional engineering services to be provided during the detailed design and bidding phases of the TMWRF Dewatering Project.

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Background

As the populations of the Cities of Reno and Sparks continue to grow, the Truckee Meadows Water Reclamation Facility (TMWRF) must identify ways to expand capacity to accommodate growth. The most critical of these is for solids dewatering.

TMWRF, City of Reno, and Consultant staff recently completed the draft TMWRF Dewatering Predesign Report (PDR). The PDR described several deficiencies with the Existing Dewatering Building which limits its use in the future and defined the improvements and implementation plan necessary for a New Dewatering Building designed to meet TMWRF and future capacity needs. The PDR also considered and identified the necessary improvements for the Existing Dewatering Building to maintain

ongoing and continuous operation for the next 3-5 years while the New Dewatering Building is being designed and constructed.

Facilities improvements to be designed and bid as part of the Project are:

- Codigested biosolids dewatering process, polymer feed system, odor control, cake storage and loadout, housed within a New Dewatering Building,
- Site, civil, electrical, instrumentation, and other ancillary improvements required to support the New Dewatering Building, and
- Rehabilitated Centrate Sump located in the Existing Dewatering Building.

The scope of this Project includes detailed design, specific Construction Management at Risk (CMAR) support services, and submission of deliverables for 30%, 60%, and 90% Submittals. A future contract is anticipated for the Final Submittal and Construction Management and Engineering Services During Construction (CM/ESDC).

Basis of Scope and Fee Development

The following key assumptions were used for developing this scope of work and level of effort. These assumptions are in addition to those included in the Scope of Services.

- 1) Consultant has made their best effort to negotiate a budget that is amenable with the City of Reno. Consultant is not obligated to perform work beyond agreed upon level of effort and/or fee estimate.
- 2) The duration of the detail design and CMAR support services is anticipated to be 19 months. This timeline assumes 2 months for Construction Management at Risk (CMAR) Guaranteed Maximum Price review and approval.
- 3) The work and associated budgets for geotechnical services, ground surveying and utility location, and CMAR request for qualifications, integration and communication process support services shall be provided by the City of Reno and Jacobs Dewatering Pre-Design and Evaluation Services Agreement dated May 8, 2022.
- 4) Design will be based on the federal, state and local codes and standards in effect on the effective date of the authorization to proceed for the proceeding pre-design services phase of May 8, 2022. Any changes to these codes may necessitate a change in scope.
- 5) TMWRF and the City of Reno staff will furnish requested information, examine deliverables submitted by Consultant, and render decisions and approvals in a timely manner.
- 6) Consultant will reasonably rely upon the accuracy, timeliness, and completeness of existing information.
- 7) Consultant will attempt to submit notes from each workshop and submittal review meeting no later than 5 working days following each respective meeting or workshop. TMWRF and City of Reno staff review comments will be received within 5 working days from receipt of draft meeting and workshop notes. If required, written responses to the comments will be provided by Consultant.

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- 8) The Consultant will use the 49 Division format master specifications.
 - 9) TMWRF and the City of Reno will provide Division 0 and 16 specifications in MS Word format and Consultant will provide Division 1 and technical specifications for Project use with TMWRF and City of Reno review and comment.
 - 10) Deliverable submittals to the City of Reno and TMWRF will be provided in electronic PDF format. Hardcopies of the 90% submittal will also be provided for City of Sparks Building Department, Nevada Department Environmental Protection and Washoe County Health, and City of Reno grading/site improvement permit reviews.
 - 11) Drawings (11-inch by 17-inch) will also be provided in electronic PDF format.
 - 12) Consultant' standard CAD software (Microstation) will be used to produce the drawings, in conformance with Consultant AutoCAD drafting standards which are based on US National CAD standard.
 - 13) The elements of the proposed facility will be included in 3D model developed during design, models will be shared with Owner during workshops to allow a more detailed review of the facility and component layout and sizing.
 - 14) Workshops and submittal review meetings are assumed to be held at the TMWRF Training Room or Administration Building Conference Room, unless noted otherwise. Meetings may be held in the Training Room, Administration Building Conference Room and/or via MS Teams.
 - 15) The site for the New Dewatering Building, site piping and other improvements are free of any hazardous wastes, asbestos, lead paint or other types of contamination that might require remediation.
 - 16) Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted by others or as a separate contract.
 - 17) Billing rates shall escalate at a rate of 3 percent per year, starting in January of each year and the labor rates incorporated into the Consultant fee estimate table have this escalation included.
 - 18) Site security and other security systems within the Project site are assumed to be adequate and do not require improvement or upgrades.
 - 19) No fire sprinkler systems will be required in any facilities. If permitting agency requires sprinklers, such design will be authorized separately in a future contract amendment or as part of Owner's Directed Services.
 - 20) Related to events beyond the control of Consultant, schedule extensions shall be discussed and a reasonable and mutually agreeable extension of time for performance of its Services under this Agreement shall be granted.
 - 21) Any cost opinions or project economic evaluations provided by Consultant will be on a basis of experience and judgement, but since Consultant has no control over market or bidding conditions, Consultant cannot warrant that estimates, bids, ultimate construction cost, or project economics will not vary from these opinions.

City and TMWRF Tasks

- 1) TMWRF and the City of Reno will provide to Consultant all known data in their possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by TMWRF and the City of Reno.
- 2) TMWRF and the City of Reno will make its facilities accessible to Consultant as required for Consultant's performance of its services.
- 3) TMWRF and the City of Reno will give prompt notice to Consultant when TMWRF or City of Reno staff observes or becomes aware of developments that affect the scope or timing of Consultant's services, or of defects in the work of Consultant.

Task 1 - Project Management

The purpose the Project Management task is to coordinate and collaborate with City of Reno and TMWRF staff and establish and monitor compliance with project scope, budget and schedule requirements.

Consultant will provide project management services consisting of planning, organizing, staffing and coordinating work efforts. The Consultant's project manager will also be responsible for preparing monthly status reports, invoices, discussing status with TMWRF and City of Reno project management, scheduling and ensuring quality control reviews are conducted and comments addressed prior to deliverable submission, and delivering project within agreed upon schedule and budget as described in more detail below.

Task 1.1 - Project Management Plan

The purpose of this task is to prepare a Project Management Plan (PMP) that will be used during the execution of this project work. Specific elements of the plan will include definition of TMWRF, City of Reno and Consultant project organization, scope, schedule, tasks and activities, deliverables, responsible team members, communication, cost control procedures, document control, health and safety plan, change management and other project management requirements.

Task 1.2 – Monthly Progress Reports, Invoices, Cost and Schedule Control

The Consultant's project manager will manage, administer, coordinate, and integrate work of the Consultant's team as required to deliver the Project within the agreed upon budget and schedule.

Consultant's project manager will prepare and submit to the TMWRF and City of Reno's project management team on a monthly basis, an invoice, a brief cost and schedule status report and updated summary project schedule showing actual versus projected. The progress report will be transmitted via email along with the invoice and include a narrative description of progress to-date, actual costs for each major task, estimates of percent complete, and potential cost variances.

Task 1.3 - Progress Meetings and Updates

Consultant's project manager will routinely meet with TMWRF and the City of Reno's project management team to review progress and discuss upcoming activities.

Consultant's project manager will provide monthly email summaries of work completed, upcoming activities and unresolved issues.

Task 1.4 - Decision Log

The Consultant's project manager will prepare and keep current a decision log documenting key decisions. Consultant's project manager and Owner's project management team will routinely review and update this decision log during progress meetings.

Deliverables

Project Management Plan; email progress reports and invoices; Decision Log; Monthly status reports and invoices.

Task 2 – Workshops

It is anticipated that the Consultant will schedule, facilitate, and meet with City and TMWRF staff to conduct the following workshops within the first 3 months from notice to proceed:

1. Workshop 1. Instrumentation and Controls
2. Workshop 2. Listing of Acceptable Manufacturers
3. Workshop 3. Open, To Be Determined

Deliverables

Consultant will prepare and distribute draft and final workshop agenda, materials and notes to City and TMWRF staff via email.

Task 3 – Centrifuge and Equipment Selection Coordination

Consultant shall collaborate with City, TMWRF and CMAR staff to pilot dewatering centrifuges and to make recommendations regarding other equipment with long lead times (e.g., variable frequency drives, control panels, motor control centers) that may adversely impact the project construction duration. For this task the Consultant shall work with City and TMWRF staff to make recommendations regarding the number and selection for centrifuge pilot testing and equipment purchase for the CMAR to execute.

The CMAR shall be responsible for obtaining detailed centrifuge equipment proposals and quotes, pilot testing multiple (e.g., 3-5) centrifuges, and comparing performance and estimated life cycle costs using predetermined criteria defined by the Consultant, City, and TMWRF staff. Consultant shall be responsible for reviewing pilot testing plan, performance comparison, and estimated life cycle costs prepared by CMAR and providing comments and recommendations to be addressed by the CMAR.

The CMAR shall be responsible for meeting the minimum performance criteria defined by the Consultant, City and TMWRF and installing the best performing centrifuge based on the performance and life cycle cost criteria.

Task 4 – Permitting Support

TMWRF and the City of Reno staff shall coordinate, complete all forms and identify requirements, prepare permitting applications, pay all associated fees, etc. for permitting review with the appropriate authorizing agency or agencies, which shall include at a minimum, review by the City of Sparks Building Department to obtain a Building Permit, Nevada Department Environmental Protection, Washoe County Health Department and City of Reno grading/site improvement permit.

Other permits, including special use permits associated with staging areas and material processing yards, may be required and would be the responsibility of the construction contractor.

Task 4 Assumption:

Except for the potential preparation of a brief grading/site improvement technical memorandum, it is anticipated that the Consultant's submittals described in Tasks 4-7 (i.e., 30, 60, and 90%) shall be sufficient for agency and permit review and approval; no additional submittals beyond the grading/site improvement technical memorandum and those described in Tasks 4-7 shall be required or developed.

Deliverables

Grading/site improvement technical memorandum, if required, and full size drawings and specifications of the 90% Submittal will be provided for City of Sparks Building Department, Nevada Department Environmental Protection and Washoe County Health, and City of Reno grading/site improvement permit reviews.

Task 5 - 30% Design Submittal

Consultant will further the design of the New Dewatering Building described in the PDR to a 30% level of completion and prepare 30% Design Submittal depicting the following major work elements:

- Refine site plan, building and street layout, utility routing and finalize vehicle circulation, truck cake loading, and bulk polymer offloading routes and locations
- Set preliminary finished floor levels for New Dewatering Building and establish preliminary finished grades.
- Refine equipment layout and floor plans; confirm room sizes and architectural theme for building exterior
- Coordinate code requirements for egress, and required separation of spaces, as well as determining classification for NFPA 820 requirements
- Coordinate with local fire marshal to determine local requirements
- Develop New Dewatering Building foundation and structural concepts
- Investigate and develop design for rehabilitation of Existing Dewatering Building Centrate Sump¹
- Update and finalize design data summary and process flow diagrams

¹ Level of degradation and improvement assumed for budget purposes: Assumed to be limited to 1.5-inch paste loss over all surface areas, coat with Raven 405, includes concrete restoration. No provisions for piping or rebar rehabilitation or replacement.

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- Develop preliminary process control narratives
 - Prepare equipment list with sizing for major equipment and budgetary pricing from vendors, solicit preferred equipment feedback from TMWRF and City of Reno staff
 - Identify process sequencing constraints for required demolition and construction
 - Finalize selection and size of all major process equipment and valves
 - Develop preliminary piping schedule and general piping configuration, including identifying preliminary routing requirements for all major process equipment.
 - Evaluate, size and recommend odor control process to treat odorous air from New Dewatering Building. Design criteria will be based on good industry practice for similar facilities, no air dispersion modeling is assumed to be required
 - Develop equipment/instrument tag numbering, naming, and abbreviation conventions
 - Define programming, instrumentation, and controls roles and responsibilities
 - Develop network system block diagram
 - Prepare draft process and instrumentation diagrams (P&IDs) for each unit process
 - Select type of HVAC equipment to be used and develop preliminary airflow schematics
 - Evaluate space heating and options for hot water utilization from plant hot water systems
 - Prepare preliminary overall electrical one-line diagram
 - Determine redundancy requirements for power supply and distribution
 - Prepare preliminary electrical load calculations
 - Size electrical room
 - Prepare Class 4 Estimate of Probable Construction Cost
 - Refine Preliminary List of Specifications
 - Refine Drawing List

Consultant will schedule and conduct a 3-hour meeting at approximately the mid-point of this task to review progress of work with City and TMWRF staff. Consultant's project manager, design manager, lead process engineers will attend the meeting.

Consultant will also conduct a 3-hour review meeting following submission of the 30% Design Submittal to discuss and review deliverables, obtain TMWRF and City of Reno comments and feedback, and discuss proposed resolutions to TMWRF and City comments and feedback.

Deliverables

30% Design Submittal; estimate of probable construction cost; progress and review meeting agenda and notes.

Task 6 – 60% Design Submittal

The purpose of this task is to utilize the conceptual decisions made in the PDR and 30% Design Submittal and develop the design in sufficient detail to convey the design intent to TMWRF and City of Reno staff to a 60% level of completion. The 60% Design Submittal

drawings and specifications depict the final location and size of all major components and systems. Design development will include the following major work elements:

- Update and finalize process flow diagrams
- Finalize equipment selection and develop equipment data sheets
- Update and finalize P&ID's
- Preliminary sizing of all pipes and valves
- Prepare electrical one-line and typical control diagrams
- Finalize line size calculations
- Develop detailed drawings
- Standard details for each required discipline
- Develop draft specifications, see Preliminary Listing of Specifications for further details
- Update Estimate of Probable Construction Cost to reflect the 60% Design Submittal
- Develop preliminary construction sequence and schedule

Early Procurement Design Support. Consultant will advance up to ten (10) Specifications and/or up to five (5) Drawings to 90% complete in support of an early procurement package if determined to be needed by the City and Construction Manager at Risk (CMAR) to support the CMAR's construction schedule. These advanced documents will be integrated into the 60% Design Submittal.

Consultant will conduct 3-hour mid-point progress meeting to discuss the Project status. Consultant's project manager, design manager, lead process engineers will attend the progress meeting.

Consultant will also conduct a 3-hour review meeting following submission of the 60% Design Submittal to discuss and review deliverables, obtain TMWRF and City of Reno comments and feedback, and discuss proposed resolutions to TMWRF and City comments and feedback.

Deliverables

60% Design Submittal; estimate of probable construction cost; progress and review meeting agenda and notes.

Task 7 - 90% Design Submittal (Draft Contract Documents)

The purpose of this task is to develop the 90% Design Submittal. The following activities will be completed under this task:

- Coordinate with TMWRF and City of Reno program manager on plan reviews by outside agencies
- Coordinate with TMWRF and City of Reno on advertising
- Finalize Division 0 and 1 specifications, including General Condition, General Requirements documents, and bonds
- Prepare all drawings.
- Prepare all specifications
- Prepare final calculations

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- Complete final checking and coordination review
 - Update Estimate of Probable Construction Cost
 - Update construction sequence and schedule

The 90% Design Submittal will be submitted for permitting review and approval.

Consultant will conduct 3-hour mid-point progress meeting to discuss the Project status. Consultant's project manager, design manager, lead process engineers will attend the progress meeting.

Consultant will also conduct a 3-hour review meeting following submission of the 90% Design Submittal to discuss and review deliverables, obtain TMWRF and City of Reno comments and feedback, and discuss proposed resolutions to TMWRF and City comments and feedback.

Deliverables

90% Design Submittal, estimate of probable construction cost, and progress and review meeting agenda and notes in pdf.

Task 8 – Quality Management

Consultant will carry out a quality assurance program (QAP) in accordance with Consultant internal requirements. The purpose of this QAP is to monitor the quality of the Project through the use of internal quality assurance/quality control (QA/QC) reviews as described herein. The Consultant will manage multidiscipline internal QA/QC review activities with a senior review team. Formal internal QA/QC reviews will be performed prior to submission of the 30%, 60%, and 90% Design Submittals to TMWRF and the City.

Engagement of QA/QC personnel will be managed by QC Manager.

A Quality Management Plan (QMP) will be prepared for the Project. Key features of the QMP will include:

- A single point of contact responsible for all quality management
- Independent quality review performed by discipline-specific quality reviewers to provide critical analysis without bias
- Procedures for engineers including detailed checks of reports, calculations, drawings and specifications

Audits by QA personnel will be conducted to verify conformance with the approved QMP and confirm that required checking and review functions are completed.

Quality review documentation will demonstrate that quality review process is complete and review comments are acceptably addressed as a component of the overall records management system. The following documentation will be prepared, collected and properly stored in the Project records system:

- Quality review forms used during internal quality reviews and issue tracking forms used to document those issues.

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- Project discipline QC checklists and Technical Verification Forms, signed by the reviewer and the appropriate Project staff
 - Review-related correspondence with City and TMWRF staff and other external agencies or entities
 - Audit correspondence, including results and corrective action documentation

Deliverables

Quality Management Plan; copies of technical verification forms will be provided to Client upon request.

Task 9 – CMAR Support Services

The purpose of this task is to support the City with CMAR-related tasks as the project progresses. The scope and budgets assumes the City selects a qualified CMAR for preconstruction services and has completed request for qualifications, integration and communication processes approach definition tasks as part of the pre-design project. For this contract, CMAR support activities include the following:

- CMAR Administration. Consultant will initiate and moderate periodic CMAR coordination meetings with the City to discuss ongoing project progress, next steps, risks, and other project topics.
- General Conditions Management. Consultant will assist the City and CMAR review of the General Conditions and General Requirements portions of the specifications.
- CMAR Cost Model Review. Consultant will moderate cost model reviews for each cost model developed by the CMAR. For budgeting purposes, the CONSULTANT assumes the CMAR will develop a cost model to coincide with each contract document deliverable.
- CMAR Design Review Coordination. Consultant will coordinate CMAR review of milestone design submittals. Consultant assumes the CMAR review of milestone submittals will align with and be combined with the City review.
- Guaranteed Maximum Price (GMP) Assistance. Consultant will attend CMAR bid opening and subsequent bid evaluations of the various bid packages developed by the CMAR. Consultant may represent the City at these meetings when the City does not attend.

Deliverables:

Meeting agendas and minutes submitted electronically. Written comments to CMAR deliverables as needed.

Task 10 – City of Reno (Owner) Directed Services

This task is established to cover costs of unforeseen work items that may arise and may be used by Owner to address unforeseen conditions. A task budget of \$430,000 is incorporated into this Contract. Labor effort will be charged to this task only when authorized in writing by Owner and in accordance with the Rate Schedule (Exhibit 1).

Assumptions:

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- \$430,000 contingency allocation for Owner-directed services.
 - Requires Owner's written authorization to proceed.

Cost of Services

This work is to be performed on a time and materials basis using the rate schedule provided in Exhibit 1. A labor and cost breakdown for the Project is provided in Exhibit 2.

Exhibit 1. Rate Schedule

JACOBS
EXHIBIT 4. Professionals and Technicians
Hourly Billing Rate Schedule

<u>Classification</u>	<u>2023 Rate</u>	<u>2024 Rate</u>
Sr. Principal Technologist*/Sr. Principal/ Principal Technologist*/Principal Project Manager	\$283	\$291
Sr. Technologist*/Sr. Project Manager	\$268	\$276
Senior Project Engineer*/Project Manager	\$251	\$259
Construction Administrator	\$230	\$237
Project Engineer*	\$207	\$213
Associate Engineer*	\$207	\$213
Staff Engineer 2*	\$184	\$190
Staff Engineer 1 and GDC Engineer *	\$164	\$169
Engineering Tech 5	\$138	\$142
Engineering Tech 4	\$164	\$169
Engineering Tech 3	\$148	\$152
Engineering Tech 2	\$134	\$138
Engineering Tech 1 and GDC Technician	\$121	\$125
Office/Clerical/Accounting	\$106	\$109
	\$98	\$101

* includes engineering, consulting, planner, and scientist disciplines

Notes:

1. Travel lodging, meals, and mileage shall be reimbursed in accordance with U.S. General Services Administration rates obtained for Reno, Nevada.
2. Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: the direct costs of mail, subcontracts, and outside services; special client-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies and (2) Consultant's charges for direct use of printing and reproduction services and certain field equipment.
3. A markup of 10% will be applied to all Direct Costs and Expenses.
4. Rate increases equal to 3% per year will go into effect for all work performed beyond December 31, 2023.
GDC is Global Design Center

Exhibit 2. Fee Estimate

Exhibit 2. TMWRF Dewatering Detailed Design and CMAR Support Services

	Total Labor	Escalation (2% per year)	Tool Charges	Travel / Misc Expense	Subconsultant	Markup (10% of Travel & Subconsultants)	TOTAL
TASK 1 PROJECT MANAGEMENT							
1.1 Project Management Plan	40	\$10,312	\$228	\$240	\$600	\$60	\$11,440
1.2 Monthly Progress Reports, Invoices, Cost and Schedule Control (19 status reports with invoice each month)	95	\$18,354	\$406	\$670	\$2,500	\$250	\$22,080
1.3 Progress Meetings and Updates	119	\$26,843	\$593	\$714	\$600	\$60	\$28,810
1.4 Decision Log	64	\$13,786	\$305	\$384	\$600	\$60	\$15,135
Subtotal	318	\$69,295	\$1,532	\$1,908	\$4,300	\$430	\$77,465
TASK 2 WORKSHOPS							
Workshop 1 - Instrumentation and Controls	230	\$43,428	\$1,380	\$2,350		\$235	\$47,393
Workshop 2 - Listing of Acceptable Manufacturers	232	\$46,908	\$1,392	\$2,350		\$235	\$50,885
Workshop 3 - To Be Determined	224	\$45,280	\$1,344	\$2,350		\$235	\$49,209
Subtotal	686	\$135,616	\$4,116	\$7,050		\$705	\$147,487
TASK 3 CENTRIFUGE AND EQUIPMENT SELECTION COORDINATION							
Coordination - internal	30	\$7,768	\$180				\$7,948
Coordinate draft specs and evaluation criteria with City and TMWRF	64	\$13,608	\$384				\$13,992
Prepare draft centrifuge dewatering specs	158	\$35,226	\$948				\$36,176
Internal review of centrifuge dewatering specs	22	\$5,490	\$132				\$5,622
Review TMWRF front-end specs	24	\$4,092	\$144				\$4,236
Coordinate final centrifuge specs and evaluation criteria with City and TMWRF	46	\$9,306	\$276				\$9,582
Review centrifuge packages obtained from CMAR	112	\$23,948	\$672				\$24,620
Subtotal	456	\$99,440	\$2,736				\$102,176
TASK 4 PERMITTING SUPPORT							
Subtotal	120	\$26,320	\$813	\$720			\$27,853
TASK 5 30% DESIGN SUBMITTAL							
Subtotal	3,442	\$668,371	\$20,051	\$20,652	\$3,000	\$300	\$712,374
TASK 6 60% DESIGN SUBMITTAL							
Subtotal	5,428	\$1,047,518	\$31,426	\$32,568	\$3,000	\$300	\$1,114,812
TASK 7 90% DESIGN SUBMITTAL							
Subtotal	5,087	\$994,398	\$29,832	\$30,522	\$3,000	\$300	\$1,058,052
TASK 100% DESIGN SUBMITTAL - FUTURE CONTRACT AMENDMENT							
Subtotal							
TASK 8 QUALITY MANAGEMENT							
Subtotal	952	\$255,136	\$5,712				\$260,848
TASK 9 CMAR SUPPORT SERVICES							
CMAR Administration	112	\$23,216	\$696	\$672	\$2,000	\$200	\$26,784
General Conditions Management	96	\$18,792	\$564	\$576	\$2,000	\$200	\$22,132
CMAR Cost Model Review	140	\$35,480	\$1,064	\$840	\$2,000	\$200	\$39,584
CMAR Design Review Coordination	76	\$16,832	\$505	\$456			\$17,793
GMP Assistance	96	\$25,592	\$768	\$576	\$2,000	\$200	\$29,136
Subtotal	520	\$119,912	\$3,597	\$3,120	\$8,000	\$800	\$135,429
TASK 10 CITY OF RENO (OWNER) DIRECTED SERVICES							
Subtotal							\$430,000
TOTAL	17,009	\$3,416,006	\$87,251	\$102,054	\$28,390	\$2,835	\$4,066,496