

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Reno and the City of Sparks, hereinafter referred to as the “CLIENT”, and Stantec Consulting Services, Inc., hereinafter referred to as “ENGINEER”:

**WITNESSETH:**

**WHEREAS**, CLIENT desires construction engineering and administration support services for the TMWRF Septage Receiving Project hereinafter referred to as “Project”;

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

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

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

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

**ARTICLE I - SERVICES**

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

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

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

**ARTICLE II - SCOPE OF SERVICES**

The Scope of Services is set forth in Exhibit A as attached hereto and incorporated herein by this reference which consists of 7 pages setting forth tasks and the schedule of tasks.

### **ARTICLE III - COMPENSATION**

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

A. Compensation to the ENGINEER shall be on the basis of time and expense as set forth in Exhibits A and B attached hereto and incorporated herein by this reference.

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

C. CLIENT shall pay ENGINEER within 30 days of receipt by CLIENT of ENGINEER's invoice. If CLIENT disputes only portions of an invoice, CLIENT agrees to pay for undisputed items on that invoice within the time provided herein. Payment by CLIENT of invoices or request for payment shall not constitute acceptance by CLIENT of work performed under the Agreement by the ENGINEER. ENGINEER shall invoice the City of Reno for the full amount. The City of Reno will invoice the City of Sparks for reimbursement of their share of fees and costs.

D. The budget for total charges for services authorized by this Agreement is \$298,600.00 and shall not be exceeded without authorization of the CLIENT. The City of Reno's share is the sum of \$204,929.18 and the City of Spark's share is the sum of \$93,670.82. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. ENGINEER is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

### **ARTICLE IV - SCHEDULE OF WORK**

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

### **ARTICLE V - ASSIGNMENT OF AGREEMENT**

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

## **ARTICLE VI- OWNER'S RESPONSIBILITY**

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

## **ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

## **ARTICLE VIII - NOTICE**

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

To ENGINEER:  
John P. Enloe, P.E.  
Principal  
Stantec Consulting Services, Inc.  
6980 Sierra Center Parkway, Suite 100  
Reno, NV 89511

To: CLIENT  
Neil C. Krutz, P.E.  
Community Services Director  
City of Sparks  
If by personal service  
431 Prater Way  
Sparks, NV 89431  
If by mail  
PO Box 857  
Sparks, NV 89432

To CLIENT:  
John Flansberg, 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 1500  
Reno, NV 89505

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

## **ARTICLE IX - UNCONTROLLED FORCES**

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

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

## **ARTICLE X- GOVERNING LAW**

This Agreement shall be governed by and construed pursuant to the laws of the State of Nevada. In the event suit is commenced hereunder 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**

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

## **ARTICLE XII - ASSIGNMENT**

Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any rights under interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

ENGINEER from employing such independent consultants, associates, and subconsultants as she may deem appropriate to assist her in the performance of the Services hereunder.

### **ARTICLE XIII - INDEMNIFICATION**

To the fullest extent permitted by law, ENGINEER shall defend, indemnify and hold harmless CLIENT and its officers, employees and agents (collectively "Indemnitees") from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER or employees or agents of the ENGINEER in the performance of this Agreement.

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

ENGINEER'S indemnification obligations for claims involving Professional Liability (claims involving acts, error, or omissions in the rendering of professional services and Economic Loss Only (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of ENGINEER'S negligence or other breach of duty.

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

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

### **ARTICLE XIV - INTELLECTUAL PROPERTY INDEMNITY**

To the fullest extent permitted by law, ENGINEER shall defend, protect, hold harmless, and indemnify CLIENT and the CLIENT'S related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CLIENT in writing. If ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, ENGINEER shall be responsible for such loss unless such information is promptly given to CLIENT. This Indemnity Covenant shall survive the termination of this Agreement.

## **ARTICLE XV – PAYMENT OF TAXES**

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

## **ARTICLE XVI - INSURANCE**

### *GENERAL REQUIREMENTS*

The CLIENT requires that ENGINEER purchase Industrial Insurance, General Liability, and Engineer's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by ENGINEER unless otherwise agreed.

### *INDUSTRIAL INSURANCE*

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ENGINEER or any Subconsultant by the CLIENT and in view of NRS 616.280 and 617.210 requiring that ENGINEER complies with the provisions of Chapters 616 and 617 of NRS, ENGINEER shall, before commencing work under the provision of this Agreement, furnish to the CLIENT a certificate of insurance from the Worker's Compensation Insurer certifying that the ENGINEER and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors.

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

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

### *MINIMUM SCOPE OF LIABILITY INSURANCE*

Coverage shall be at least as broad as: \*

Insurance Services office Commercial General Liability Coverage Occurrence form CG0001 11/85 or Insurance Services Office Comprehensive General Liability form CG0002 Ed 01/73 with the Board Form Comprehensive General Liability Endorsement GL0404.

Insurance Services Office Business Auto Coverage form number CA00 01 12/90 covering Automobile Liability code 1 any auto with changes in Business Auto and Trucker's Coverage forms - Insured Contract Endorsement form number CA00 29 12/88.

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

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

#### *MINIMUM LIMITS OF INSURANCE*

ENGINEER shall maintain limits no less than:

1. General Liability: \$2 million combined single limit per occurrence for bodily injury, personal injury and property damage and \$2 million annual aggregate.
2. ENGINEER's Errors and Omissions Liability: \$2 million per claim and \$2 million as an annual aggregate during the term of this Agreement and for six years after the completion of the project, with each subsequent renewal having a retroactive date which predates the date of this Agreement. The ENGINEER may purchase project insurance or obtain a rider on her normal policy in an amount sufficient to bring ENGINEER's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CLIENT. Should the CLIENTS' Risk Managers require project insurance, project insurance shall be purchased and premium costs shall be borne by the CLIENT. CLIENT retains option to purchase project insurance through the ENGINEER's insurer or through its own source.

#### *DEDUCTIBLES*

Any deductibles must be declared to and approved by the CLIENT Risk Management Divisions. The CLIENT reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles. Any changes to the deductible made during the term of this Agreement or during the term of any policy, must be approved by the CLIENTS' Risk Managers.

#### *OTHER INSURANCE PROVISIONS*

##### *General Liability Coverages*

The CLIENT, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER including the insured's general supervision of the ENGINEER; products and completed operations of the

ENGINEER; or premises owned, occupied or used by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the CLIENT, its officers, officials, employees or volunteers.

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

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

The ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The ENGINEER's insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CLIENT.

#### *ACCEPTABILITY OF INSURERS*

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

#### *VERIFICATION OF COVERAGE*

ENGINEER shall furnish the CLIENT with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed resident agent in this state. The certificates are to be on forms approved by the CLIENT. All certificate and endorsements are to be received and approved by the CLIENT before work commences. The CLIENT reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### *SUBCONSULTANTS*

ENGINEERS shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subjected to all of the requirements stated herein.



### *Miscellaneous Conditions*

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

ENGINEER shall be responsible for and remedy all damage or loss to any property, including property of CLIENT, caused in whole or in part by the ENGINEER, any subconsultant, or any employee, directed or supervised by ENGINEER, except damage of loss attributable to faulty drawings or specifications.

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

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

### **ARTICLE XVII - LITIGATION**

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

### **ARTICLE XVIII - TERMINATION OF WORK**

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

In addition, CLIENT may terminate any or all of the work covered by this Agreement by notifying ENGINEER in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then ENGINEER shall be entitled to receive compensation for all work satisfactorily completed and performed through the conclusion of that task order. No other changes or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by CLIENT pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order, then ENGINEER and CLIENT shall need to determine what, if any additional services should be performed by ENGINEER in order to close out the work in progress and provide any such unfinished materials to CLIENT. ENGINEER and CLIENT shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by

CLIENT for such work. In the event that the parties cannot otherwise agree on the amount to be paid pursuant to this provision, then the matter may be referred to the Dispute Resolution Procedure in ARTICLE XXII.

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

ENGINEER expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

#### **ARTICLE XIX - PROFESSIONAL SERVICES**

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

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

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

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

responsibility is assumed by the ENGINEER for use of reports for purposes of facility design by others.

## **ARTICLE XX - RIGHTS OF ENGINEERS AND EMPLOYEES**

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

## **ARTICLE XXI - SERVICES BY CLIENT**

It is understood and agreed that the CLIENT shall, to the extent reasonable and practicable, assist and cooperate with the ENGINEER in the performance of ENGINEER's services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, environmental approval, right of access to work sites; providing material available from the CLIENT's files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal requirements in connection therewith; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

## **ARTICLE XXII - DISPUTE RESOLUTION PROCEDURE**

1. If disputes arise under this Agreement, the parties agree to attempt to resolve such disputes through direct negotiations or if such negotiations are not successful, by non-binding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.
2. The prevailing party in an action to enforce the Agreement shall be entitled to recover its reasonable attorney's fees and costs. It is specifically agreed that a reasonable attorney's fee shall be \$125 per hour.

## **ARTICLE XXIII - NO UNFAIR EMPLOYMENT PRACTICES**

1. In connection with the performance of work under this Agreement, Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such Agreement shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. ENGINEER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Any violation of these provisions by ENGINEER shall constitute a material breach of contract.

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

#### **ARTICLE XXIV - AMERICANS WITH DISABILITIES ACT**

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

#### **ARTICLE XXV - GENERAL PROVISIONS**

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

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

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

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

5. Governing Law and Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of Nevada. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

#### **ARTICLE XXVI - DUE AUTHORIZATION**

Each party represents that all required authorizations have been obtained to execute this grant and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

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.

*[Signatures on following page]*

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

CITY OF RENO

ATTEST:

By: \_\_\_\_\_  
Robert A. Cashell, Sr., Mayor

By: \_\_\_\_\_  
Lynnette Jones, City Clerk

APPROVED AS TO FORM:

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

CITY OF SPARKS

ATTEST:

By: \_\_\_\_\_  
Geno Martini, Mayor

By: \_\_\_\_\_  
Sparks City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chet Adams, Sparks City Attorney

ENGINEER

By: \_\_\_\_\_  
John P. Enloe, P.E., Principal



**Stantec Consulting Services Inc.**  
6995 Sierra Center Parkway, Suite 200  
Reno NV 89511-2279  
Tel: (775) 850-0777  
Fax: (775) 850-0787

**EXHIBIT A**

April 18, 2014

**Attention: Glen Daily, PE**  
City of Reno  
1 East First Street  
Reno NV 89501

Dear Glen,

**Reference: Scope of Work for TMWRF Septage Receiving Project Construction Engineering and Construction Administration**

## **INTRODUCTION**

This Agreement for Consultant Services with Stantec provides construction administration and engineering services for the TMWRF Septage Receiving Facility. The scope of services includes project management, basic engineering services during construction, and construction administration and observation. This scope also includes additional special services such as Building Code Special Inspections, an Operations & Maintenance Manual, and costs associated with re-bidding the project. A contingency for additional work at the City's request is also included. The total fee is estimated at \$298,600.00. A detailed staff hour and cost estimate spreadsheet for each task is attached along with a fee schedule. The staff assignments and budgets for individual sub-tasks are estimates only and may be adjusted by the CONSULTANT as needed as long as the overall budget is not exceeded.

### **1.0 PROJECT MANAGEMENT**

This task includes administration, coordination, and office support services to manage the project.

### **2.0 BASIC ENGINEERING SERVICES DURING CONSTRUCTION**

Stantec's design team will coordinate with the City and Construction Manager to answer questions, explain/interpret the construction documents, and discuss construction related issues as they arise. Stantec will provide the following basic engineering services during construction:

1. Review Contractor Submittals

Contractor submittals will be reviewed for compliance with the contract documents and



**Reference: Scope of Work for TMWRF Septage Receiving Project Construction Engineering and Construction Administration**

design intent. Submittals with appropriate marks and/or comments will be returned to the Contractor and the City. Stantec estimates a maximum of 60 submittals.

2. Respond to Requests for Information and Field Change Clarifications

Requests for Information (RFIs) by the Contractor will be answered in a timely manner. As needed, clarifications and/or explanations of the contract documents will be provided to the Contractor in the form of a Field Change Notice (FCN). Stantec estimates a maximum of 30 formal and informal RFI's and FCN's will be required. The number of RFI's and FCN's often depends on the competency and management approach of the contractor, which is beyond the control of Stantec or the City of Reno. RFI's and FCN's in excess of 30 can be provided on a time and materials basis.

3. Assist in the Preparation and Review of Change Orders

Stantec's design team will assist the City and Construction Manager in the preparation of requests for quotation (RFQs) and change orders. STANTEC's design team will evaluate the RFQs and make appropriate recommendations to the City for required change order language or backup information.

4. Payment Applications

Stantec's staff will review Contractor payment applications and provide recommendations for payment to the City. Stantec estimates a maximum of eight payment applications.

5. On-Site Meetings & Field Visits

Stantec will conduct on-site meetings as requested by the City and/or the Contractor. It is assumed that there will be one Preconstruction Meeting and a maximum of 20 regular project meetings, typically conducted every 2 weeks. Stantec will prepare and distribute discussion notes for the preconstruction meeting and regular progress meetings. Notes will include a brief documentation of key decisions and a summary of action items, rather than detailed minutes. It is anticipated that Stantec's out-of-town Electrical Engineer will attend 2 project meetings via telephone and make two site visits during construction.





**Reference: Scope of Work for TMWRF Septage Receiving Project Construction Engineering and Construction Administration**

### **3.0 CONSTRUCTION ADMINISTRATION**

Stantec's Construction Administration team in our Reno office will provide the following services:

#### **1. Construction Observation Services**

The purpose of this task is to provide observation to monitor job progress and compliance with the contract documents. The overall construction observation effort will be part-time, with limited periods of full-time observation and coordination. Parties to this Agreement acknowledge that due to the nature of part-time observation not all work will be visually observed. Stantec will prioritize field observation based on the Contractor's phases of work, with a higher priority placed on observing the installation of underground utilities. This task includes the following activities:

- a. Part-time observation of construction activities. Construction activities will be monitored for compliance with the project plans, specifications, and approved project submittals.
- b. Construction Observers will prepare daily field reports complete with digital photo documentation and submit electronic PDF copies to the City on a monthly basis.
- c. Construction Observers will coordinate materials testing and inspection operations by Stantec's material testing and inspection subconsultant.

#### **2. Construction Management**

The purpose of this task is to provide for the Construction Management services for the City, which will include the following tasks:

- a. Provide a part-time Construction Manager to act as an agent of the City in its relations with the Contractor.
- b. Process and distribute letters, submittals, RFIs, and RFQs.
- c. Prepare change orders; coordinate review of each change order with the City and assist in negotiating prices with the Contractor.
- d. Review pay estimates and provide payment recommendations to City staff.
- e. Review Contractor's construction schedule and coordinate schedule updates to be prepared by the Contractor.
- f. Conduct progress meetings with the Contractor to discuss current work, schedule and other factors affecting work progress. Prepare and distribute meetings notes to key participants.





**Reference: Scope of Work for TMWRF Septage Receiving Project Construction Engineering and Construction Administration**

3. Staffing Levels

Staffing levels for Construction Management services are based on the following assumptions:

- a. Construction Manager averaging 2 hours per day for field and office work for 145 working days.
- b. Construction Observer averaging 8 hours per day for field and office work for 50 working days.
- c. Construction Observer averaging 4 hours per day for field and office work for 95 working days.

Staffing levels and staffing budgets are estimates and are based on a competent Contractor with a qualified work force completing the contract within 145 working days. It is understood that the levels of effort may increase or decrease depending on the Contractor work force and field conditions. Upon request by the City, Stantec can provide a higher level of construction management and observation services to the City on time and materials basis.

#### **4.0 PROJECT CLOSEOUT**

Stantec will provide the following services for project closeout:

1. Final Inspection

Upon substantial completion of the project and written request from the Contractor, the Construction Manager will coordinate a final inspection project walkthrough with representatives of the Contractor, Stantec designers, City staff, and TMWRF staff and will prepare a list of corrective items not in conformance with the contract drawings.

2. Prepare Record Drawings

Based on construction details and changes recorded by the Contractor, Stantec will prepare final record drawings. One set of full size final record drawings will be provided to the City in PDF format.

3. Project Closeout Documentation & Filing

Stantec will coordinate with the Contractor and Special Inspection firm to finalize the Building Permit and provide closeout documentation to the City.



**Reference: Scope of Work for TMWRF Septage Receiving Project Construction Engineering and Construction Administration**

## **5.0 SPECIAL SERVICES**

Stantec will provide the following special services:

1. Materials Testing and ICC Special Inspections

Materials testing and special inspections will be provided by Construction Materials Engineers (CME) as a subconsultant to Stantec. CME will perform the inspections required by the City of Sparks and the Structural Engineer for compliance with the Building Permit. Specific materials testing and special inspections will include soils compaction, asphaltic pavement, structural masonry, reinforced concrete, and structural bolting. A wet-stamped and signed final report of special inspections will be provided to the building official at the end of the project.

2. Factory Tests

Stantec's design team will witness the factory testing of key electrical equipment, at the discretion of the Engineer.

3. Construction Staking

Stantec will provide one set of construction survey baseline controls near the construction site and a surveyed elevation of the septage receiving building pad elevation after construction. Surveying does not include grade staking or individual structure surveying to be provided by the Contractor. The Contractor shall provide all other surveying necessary for completion of the construction.

4. Operation and Maintenance Manual

Stantec will prepare a stand-alone operations and maintenances manual for the septage receiving facility and provide one copy in PDF format.

5. Septage Design Structural Code Revisions

The City of Sparks adopted the 2012 International Building Code in August 2013, after the structural calculations and structural drawings had already been prepared under the 2006 International Building Code. Structural calculations and drawings had to be modified as a requirement of the City of Sparks Building Department as part of their building permit review. This task is for calculations and design revisions associated with Sparks adopting the new code.



April 18, 2014  
Glen Daily, PE  
Page 6 of 6

**Reference: Scope of Work for TMWRF Septage Receiving Project Construction Engineering and Construction Administration**

6. Septage Project Re-bid

The original project bid was protested. The City Council rejected all of the original bids and re-bid the project on April 8, 2014. This subtask included the costs to re-bid the project including revising drawing sets, additional coordination with the Sparks Building Department, and attending the new pre-bid and bid opening meetings.

**5.0 CONTINGENCY**

A \$10,000 contingency is included for additional services requested at the discretion of the City of Reno. These funds will be expended on a time and materials basis only upon approval by the City.

**SCHEDULE AND BUDGET**

Services under this agreement will begin immediately after approval of this contract by the City. The attached staff hour and cost estimate budget spreadsheet assumes a construction schedule of 145 working days. Additional costs for construction management services may be required for construction work that extends beyond this schedule.

Stantec's 2014 Fee Schedule is attached, with a 5% discount off standard rates for City of Reno work. Stantec appreciates the opportunity to provide this Scope of Work to the City.

Regards,

**STANTEC CONSULTING SERVICES INC.**

Roy Johnson, P.E.  
Senior Engineer / Construction Manager  
Phone: 775-722-6334  
roy.johnson@stantec.com

John Enloe, P.E.  
Principal  
Phone: 775-398-1284  
john.enloe@stantec.com

Attachment: Staff & Hour Estimate

c. Ray Kruth  
John Enloe

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**Exhibit B**



**Stantec**

**STANTEC CONSULTING SERVICES INC. - Reno Office  
STANDARD FEE SCHEDULE**

**2014**

**(Discounted 5% for City of Reno 2014 Projects)**

Listed herein is a schedule of fees for engineering, planning and surveying services most frequently performed by Stantec Consulting Services Inc.

Invoices will be submitted on completion of a project and become due on presentation. For jobs lasting longer than four weeks, monthly progress invoices will be submitted and become due on presentation. Overtime and weekend work will be charged at time and one-half.

**STAFF BILLING LEVELS**

**RATE / HOUR**

PROFESSIONAL

Levels 17 – 19 .....	\$214.00 - \$295.00
Levels 14 – 16 .....	\$153.00 - \$202.00
Levels 11 – 13 .....	\$125.00 - \$166.00
Levels 8 – 10 .....	\$101.00 - \$129.00
Levels 5 – 7.....	\$79.00 - \$101.00
Levels 1 – 4.....	\$50.00 - \$76.00
Expert Witness (Research & Meetings, Etc.) .....	\$285.00
Expert Witness (Depositions, Testifying, Etc.) .....	\$380.00

TECHNICAL

Two-Man Survey Crew.....	\$152.00
Levels 8 - 11 .....	\$99.00 - \$131.00
Levels 4 – 7 .....	\$68.00 - \$92.00
Levels 1 – 3 .....	\$49.00 - \$63.00

**OTHER DIRECT COSTS**

ATV Quad .....	\$95.00 / day
Safety Instrumentation .....	\$14.00 / hour
GPS Receivers (Resource Grade).....	\$48.00 unit/ day
GPS Receivers (Geodetic Grade).....	\$95.00 unit / day
Mileage (current IRS rate).....	\$0.565 / per mile
Supplies .....	Cost + 10%
Outside Services.....	Cost + 10%
Per Diem.....	Expenses

TMWRF Septage Receiving Construction Management

	Staff Hours at indicated Rate											Cost, \$					
	John Enloe	Ray Kruth	Roy Johnson	Senior Cmt	Jason Barnes	Phyltosh Ray	Luke Barnett	Jamie Kattenbach	Long Hoang	Inspector	Drafter	Surveying	Estimated Man Hours	Labor	Expenses	Subconsultants	Total
<b>Task 1 - Project Management</b>																	
Coordination & Billing	\$ 194.00	\$ 466.00	\$ 406.00	\$ 152.00	\$ 133.00	\$ 134.00	\$ 97.00	\$ 73.00	\$ 176.00	\$ 100.00	\$ 105.00	\$ 144.00					
Admin, Reproduction & Filing	8	20	20	0	0	0	0	20	0	0	0	0	28	\$ 4,872	\$ 500.00		\$ 4,872
<b>Subtotal Task 1</b>	8	20	20	0	0	0	0	20	0	0	0	0	48	\$ 6,332	\$ 500.00		\$ 6,830
<b>Task 2 - Office Administration &amp; Meetings</b>																	
Submittal Review (assume 60)		24			60		20		16				140	\$ 20,600			\$ 20,600
FCNS / RFIs (assume 30)		15			15		15		24		40		124	\$ 18,309			\$ 18,309
FWO / Change Orders (assume 10)		20			20		20		16				40	\$ 5,880			\$ 5,880
Payment Applications (assume 8 apps)		2			2		2		8				16	\$ 2,656			\$ 2,656
Preconstruction Meeting		2			2		2		4				8	\$ 2,870			\$ 2,870
Project Meetings & Minutes (assume 20 mtgs)		20			20		20		32				144	\$ 21,964			\$ 21,964
Electrical - Engineer Site Visits		61			117		35		84		22		32	\$ 5,632	\$ 700.00		\$ 6,332
<b>Subtotal Task 2</b>	61	135	135	0	117	0	84	22	40	0	0	0	514	\$ 78,011	\$ 700.00		\$ 78,700
<b>Task 3 - Field Construction Observation (145 Working Day Contract)</b>																	
Inspector 60 days @ 8 hours / day					400					400			400	\$ 40,000			\$ 40,000
Inspector 95 days @ 4 hours / day					380					380			380	\$ 38,000			\$ 38,000
Construction Manager @ 10 hours / week				250									290	\$ 43,500			\$ 43,500
<b>Subtotal Task 3</b>	0	0	0	250	0	0	0	0	0	780	0	0	1,070	\$ 121,500	\$ -	\$ -	\$ 121,500
<b>Task 4 - Project Closeout</b>																	
Final Inspection		4			4				8				20	\$ 3,268			\$ 3,268
Record Drawings		4			4				2		60		78	\$ 8,648	\$ 300.00		\$ 8,948
Project Closeout Documentation & Filing		4			4				10				20	\$ 2,948			\$ 2,948
<b>Subtotal Task 4</b>	0	4	4	0	8	0	0	4	10	8	60	0	118	\$ 14,864	\$ 300.00	\$ -	\$ 15,200
<b>Task 5 - Special Services</b>																	
Subcontractor - Material Testing & ICC Inspection									8				0	\$ -		\$ 30,000	\$ 30,000
Electrical - Equipment Factory Testing Observation									8			46	46	\$ 1,408			\$ 1,408
Surveying													92	\$ 13,292			\$ 13,292
O&M Manual		24			60		26						26	\$ 5,044			\$ 5,044
Septage Design Drawing Code Revision		15			36		6						78	\$ 10,126			\$ 10,126
Septage Project Re-bid		40			96		6		8		20	46	250	\$ 36,494	\$ -	\$ 30,000	\$ 66,500
<b>Subtotal Task 5</b>	0	40	8	0	96	26	6	0	8	0	20	46	250	\$ 36,494	\$ -	\$ 30,000	\$ 66,500
<b>Task 6 - Project Contingency</b>																	
Services at the City's request		20			20						6		66	\$ 9,930			\$ 9,930
<b>Subtotal Task 6</b>	0	20	20	0	20	0	0	0	0	0	6	0	66	\$ 9,930	\$ -	\$ -	\$ 9,930
<b>Total</b>	8	125	207	250	241	126	26	24	102	810	126	46	2,066	\$267,131	\$1,500	\$30,000	\$298,600