

## AGREEMENT

This Agreement, by and between the City of Reno, hereinafter referred to as the "CLIENT", and Brown and Caldwell, hereinafter referred to as "ENGINEER" effective February 25, 2013 is agreed to as follows:

### WITNESSETH:

WHEREAS, CLIENT desires design engineering and construction management support services for the Truckee Meadows Water Reclamation Facility Emergency Force Main Rehabilitation Project hereinafter referred to as "Project";

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

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

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

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

### ARTICLE I - SERVICES

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

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

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

## 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 4 pages setting forth tasks.

## ARTICLE III - COMPENSATION

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

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

D. The budget for total charges for services authorized by this Agreement is \$567,000.00 and shall not be exceeded without authorization of the CLIENT. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. ENGINEER is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

## ARTICLE IV - SCHEDULE OF WORK

ENGINEER will commence the services as described promptly 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. Notwithstanding the foregoing, this section shall not apply to information that:

1. Becomes generally available to the public other than as a result of disclosure by the recipient party or its agents or employees;
2. Was available to the recipient party on a non-confidential basis prior to its disclosure for purposes of preparation of the work proposal;
3. Becomes available to the recipient party from a third party who is not, to the knowledge of the recipient party, bound to retain such information in confidence.

## 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:  
Brown and Caldwell  
Ronald L. Ablin, P.E.  
Vice President  
201 East Washington, Suite500  
Phoenix, AZ 85004

To CLIENT:  
John Flansberg  
Director of Public Works  
City of Reno  
If by personal service  
1 East First Street  
Reno, NV 89501  
If by mail  
P.O. Box 1900  
Reno, NV 89505

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 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 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 of 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) for ENGINEERS' 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 616B.627 and 617.210 requiring that ENGINEER complies with the provisions of Chapters 616B 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 12/04 or an equivalent form.

Insurance Services Office Business Auto Coverage form number CA00 01 10/01 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto."

\*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: \$1 million combined single limit per claim for bodily injury, personal injury and property damage and \$2 million annual aggregate.
2. ENGINEER's Errors and Omissions Liability: \$1 million per occurrence 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 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 and each certificate shall contain no statement no special limitations on the scope of protection afforded to the named insureds. The policy shall bear a thirty (30) day written notice of cancellation to the certificate holder.

### ACCEPTABILITY OF INSURERS

Insurance is to be placed with an A.M. Best and Company rating level of A - Class VIII 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 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.

### Asbestos/Hazardous Materials

Engineer and Engineer's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or at the project site at any time.

In the event Engineer encounters asbestos or hazardous materials at the jobsite, Engineer may, at its option and without liability for damages, suspend the performance.

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 if the defaulting party fails to cure the default within the notice period. 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 by written notice if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired. ENGINEER will be paid for services properly performed prior to termination.

#### 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.

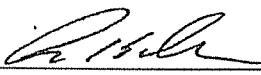
ARTICLE XXVI - DUE AUTHORIZATION

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.

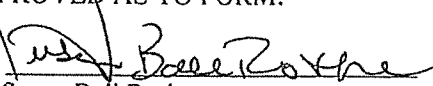
Duplicate originals. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

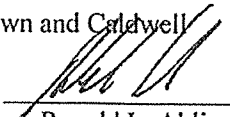
IN WITNESS WHEREOF, CLIENT has caused this Agreement to be executed by the City of Reno and ENGINEER have caused this Agreement to be executed, all as of the day and year first above written.

CITY OF RENO

By:   
Andrew Clinger, City Manager

APPROVED AS TO FORM:

By:   
Susan Ball Rothe  
Deputy City Attorney

Brown and Caldwell  
By:   
Ronald L. Ablin, P.E. Vice President



**Exhibit A Scope of Work**  
**City of Reno**  
**Emergency Force Main Rehabilitation**  
**February 25, 2013**

### Project Overview

The City of Reno (City) has assumed control of the Truckee Meadows Water Reclamation Facility (TMWRF) Emergency Force Main Rehabilitation Project. The scope of work for this Project provides design and construction management services for the rehabilitation/replacement of the existing raw wastewater system and bypass pumping monitoring while the rehabilitation work is performed.

Design services scope of work includes working with TMWRF, City of Reno, City of Sparks, and onsite contractors to complete the design and construction documents for the rehabilitation of the raw wastewater piping between the pumps and a re-connection point to the existing 24-inch reinforced concrete force main pipes. Brown and Caldwell (BC) will work with the onsite contractors to modify the design to fit existing site conditions and restraints. The construction services scope of work for this project includes construction administration, inspection, document control, and material testing. This proposal includes staffing on a time and material (T&M) basis during the design, construction, start-up, bypass tear-down, and final cleanup. Services are anticipated between February 25, 2013 and completed no later than August 1, 2103.

#### Phase 1.0 Design Phase Project Management and Quality Assurance/Quality Control (QA/QC)

##### Phase 1.0.1 Project management

Management of the overall project including staff resources, subconsultants, and client correspondence to make reasonable effort of timely project completion. Detailed monthly invoices will be provided to document work performed.

##### Phase 1.0.2 Project Deliverables Review and QA/QC

Monitor project approach and development of project deliverables for conformance with the City's requirements and technical quality. A quality control review and check will be provided on each work product for consistency, clarity, and constructability prior to City submittal.

#### Phase 2.0 Preliminary Design

##### Phase 2.0.1 Design Criteria

Develop design criteria for the rehabilitation. Where applicable, the City standard design criteria will be used as the basis for design. Additional criteria shall be developed and recommended by BC to fit the current site conditions.

##### Phase 2.0.2 Construction Requirements and Limitations

Identify the construction related issues that may be incurred during the rehabilitation/replacement process including bypass pumping, staging area requirements, construction sequencing, other local construction activities, and other issues.

##### Phase 2.0.3 Review Meetings

Conduct review meetings with the City of Reno, City of Sparks, TMWRF personnel, and contractors to review the Preliminary Design recommendations.

### Phase 30 Construction Documents

#### Phase 30.1 Detailed Design

For the purposes of this scope, it assumed that the detailed design will be based on removal and replacement and open-cut replacement of the existing raw wastewater system between the raw wastewater pumps and the connection to existing concrete force mains. The detailed design will include site specific identification and design of valves, piping header assembly, utility vault, pipe alignment, and other miscellaneous details.

#### Phase 30.2 Construction Documents

Prepare and submit plans and technical specifications for the project. Work with the onsite contractors to develop a design that will fit the current site configuration and existing pipeline alignment while providing the operational flexibility required.

#### Phase 30.3 Final Construction Documents

Prepare final plans and technical specifications for the Contractor's use. The City will supply necessary front-end contract documents to the contractors. Electronic copies of the plans and technical specifications will be provided in any format the City requests and as requested during the course of the project.

### Phase 100 Construction Administration

#### Phase 100.1 Meeting Agendas and Minutes

Attend weekly construction progress meetings with the City of Reno, City of Sparks, TMWRF personnel, Stantec personnel, and contractors to coordinate site work.

#### Phase 100.2 Daily Contractor T&W Work Efforts Review and Recommendations

Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to City. Review contractor invoices including fueling cost invoices with the bypass contractor to verify accuracy of the amount of fuel being delivered to the site.

#### Phase 100.3 Scheduling

Review the progress schedule, schedule of Contractor's submissions, and consult with City concerning their acceptability. Coordinate scheduling of work within the project, with the Southeast Connector Project and the SAK 2013 Sewer Rehabilitation - Phase II Project.

#### Phase 100.4 Change Order Review, Processing and Tracking

Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report them with recommendations to the City. Notify the City's representative of changes or alterations believed to be in the City's best interest. Provide the City's representative with supporting details of proposed changes. Prepare drawings, details and specifications needed to describe and justify the change. Prepare an estimate of the cost and time impact of the change and conduct the negotiations with the Contractor. Generate a change order log to track and manage all change orders. BC will maintain Requests for Information (RFIs) and Change Order Logs to be reviewed at the weekly construction meetings.

#### Phase 100.5 Punch List Generation and Management

Before issuing a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction in accordance with the requirements of the construction documents. After the Contractor has completed the work of the list described above and upon request of the Contractor, conduct final inspection in the company of the City and Contractor. Prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents. After the Contractor has completed the work of the final list and upon written notice from

the Contractor, review and determine that items on the final list have been completed or corrected and make recommendations to the City concerning acceptance.

**Phase 100.6 Requests For Information**

Respond to the City's representative and/or Contractor to clarify and/or interpret technical, design related questions. Assist the City, as required, in resolution of these issues. Respond to issues raised during construction regarding interpretation and clarification of the contractual, administrative, and technical requirements of the construction documents.

**Phase 100.7 Shop Drawings and Submittals**

Receive, review, evaluate, and distribute shop drawings, samples, test results and other data that Contractor is required to submit. The reviews shall only be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. Receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, pre and post Closed Circuit Television inspection data, guarantees, bonds and certificates of inspection which are to be assembled by Contractor in accordance with the construction documents. Reviews will be conducted in accordance with the contract documents.

**Phase 100.8 Coordination and Problem Resolution**

Provide coordination and problem resolution with the City of Reno, City of Sparks, Contractor personnel, TMWRF personnel and other contractors working on the site.

**Phase 200 Inspection**

**Phase 200.1 Daily Inspections and Reports**

Conduct onsite inspection of the work (coincident with and to the extent of the construction requirements) in progress to determine if the work is proceeding in accordance with the construction documents, and that completed work conforms to the construction documents. Notify the City whenever it is believed Contractors work is unsatisfactory, faulty or defective and does not conform to the construction documents, or does not meet the requirements for inspection. Advise City when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. Consultant will prepare daily inspection reports and submit to the City on a monthly basis.

Verify that tests, equipment and systems startup and operating are conducted as required by the construction documents and in the presence of the required personnel, and that Contractor maintains required records thereof; observe, record and report to City appropriate details relative to the test procedures and startups. During bypass pumping operations, and all structure coating activities, a representative from BC will verify proper procedures and safe-guards are being followed.

**Phase 300 Document Control**

**Phase 300.1 Change Order Review and RFI Processing and Tracking**

Track the progress of change orders and RFIs and supply City and Contractor with current logs. File all change orders and RFIs.

**Phase 300.2 Record Drawings and Document Archiving**

Compile all changes into record drawing documents, collect and file all correspondence and contract documentation during the project, and provide City with all project documentation within one (1) month of final completion of the project. Final record drawing submittals will be both a digital and bound paper copy.



### Phase 400 Startup and Operation

#### Phase 400.1 Start up and Operation

BC will monitor the startup and operation of the raw sewage pumps and new valving system. BC will monitor the removal of bypass system and repair/replacement of existing systems/equipment removed during construction. BC will inspect final paving and landscape restoration and final site cleanup.

### Compensation

BC will perform the scope of work described herein on a T&M basis in accordance with the rate table in Exhibit B for a not to exceed amount of \$567,000. All project expenses will be billed at cost.



## Exhibit B Schedule of Fees

City of Reno  
 Emergency Force Main Rehabilitation  
 February 25, 2013

Level	Engineering	Technical/Scientific	Administrative	Rate
A			Office/Support Services I	\$51
B	Drafter Trainee Student Trainee I	Field Service Technician I	Office/Support Services II Project Assistant Word Processor I	\$63
C	Assistant Drafter Student Trainee II	Field Service Technician II	Office/Support Services III Sr. Project Assistant Word Processor II	\$72
D	Drafter Engineering Aide Engineering Technician I Inspection Aide	Field Service Technician III	Office/Support Services IV Project Coordinator I Word Processor III Project Accountant I	\$83
E	Sr. Drafter Assistant Designer Engineer I Engineering Technician II Inspector I	Sr. Field Service Technician Geologist/Hydrogeologist I Scientist I Computer Programmer	Word Processor IV Project/Contract Coordinator Project Coordinator II Project Accountant II	\$99
F	Lead Drafter Designer Engineer II Engineering Technician III Inspector II	Geologist/Hydrogeologist II Scientist II Comp Sys Analyst/Programmer I	Executive Support Services II Supervising Word Processor Sr. Project Coordinator Technical Writer Project Accountant III	\$118
G	Supervising Drafter Sr. Designer Engineer III Sr. Engineering Technician Inspector III	Geologist/Hydrogeologist III Scientist III Comp Analyst/Program II	Contracts Administrator Sr. Tech Coordinator/Analyst Project Accountant IV	\$140
H	Chief Drafter Principal Designer Sr. Engineer	Sr. Geologist/Hydrogeologist Sr. Scientist Manager Computer Services	Project Control Manager Sr. Technical Writer Accounting Manager	\$159
I	Supervising Designer Principal Engineer	Principal Geologist/Hydrogeologist Principal Scientist Sr. IT Analyst/Developer	Corp. Contract Administrator Sr. Elect Media Specialist	\$181
J	Chief Designer Supervising Engineer	Supervising Geol/Hydrogeologist Supervising Scientist Sr. IT Analyst/Developer	Risk Manager	\$189
K	Managing Engineer	Managing Geol/Hydrogeologist Managing Scientist IT Program Manager Information Technology Director	Corp Health & Safety Director	\$211

SECTION 075 -- CONTRACT

**CONTRACT**

This agreement, made and entered into this 25<sup>th</sup> day of February, 2013, in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and

KG Walters Construction Co., Inc., hereinafter called the Contractor.

Witnesseth, that the Contractor agrees with the City, for the consideration and Agreements hereinafter mentioned and contained to be made and performed by the City, and under the conditions expressed in two (2) bonds bearing even date with these presents, approved by the City Attorney and hereunto annexed, that they, the Contractor, shall and will at their own proper cost and expense, do all the work and furnish all the materials, necessary for the substantial construction and completion and to the satisfaction of the City.

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY  
HEADWORKS & FORCE MAIN EMERGENCY REPAIR  
Contract Number – I100066  
PWP Number WA- 2013-157**

together with incidental items necessary to complete the work in strict conformity, in every part and particular, with the annexed plans, special provisions and technical specifications which are made a part hereof (Contract Documents), and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the unit prices and stated mark-up set forth in the rate schedules provided in Section 55 hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the City and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to complete all the work according to the terms and conditions herein contained and referred to, per the schedules set forth in Section 55, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

The Contractor further agrees that no monies payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor covenants and agrees to conform to and comply with all requirements contained in Wage, and Equal Opportunity Requirements hereto annexed and hereby made a part of this Agreement. The Contractor further agrees that they shall promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, during a one-year period subsequent to the date of final acceptance.

CITY OF RENO  
PROJECT NAME: TMWRF Headworks & Force Main Emergency Repair  
CONTRACT NUMBER: 1100066

CONTRACT

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the Proposal of said Contractor, then Contract Documents shall control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith.

Furthermore, the components of the Contract Documents shall be assigned the following hierarchy, with the items listed in order of decreasing control as follows:

- Executed Change Orders
- Contract
- Special Provisions or Technical Specifications
- General Provisions
- Standard Specifications for Public Works Construction

In the event of a conflict between the Specifications and the Drawings, the more restrictive shall prevail.

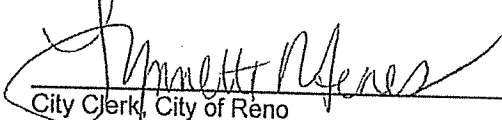
The Contractor hereby further agrees to receive and accept payment on a "Time and Material" basis per Section 55 of the Contract Documents but the total amount for said work shall not exceed the Contract Sum of

Three million \_\_\_\_\_ Dollars  
(\$ 3,000,000 \_\_\_\_\_), as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

And said Contractor hereby further agrees that the payment of the final amount due under this Contract shall release the City from any and all claims or liability on account of work performed under this Contract other than such claims, if any, as may be specifically excepted by the Contractor in writing at the time final payment is made.

In witness whereof, the parties to these presents have hereunto set their hands and seals the year and date first above written.

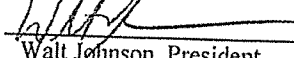
ATTEST:

  
\_\_\_\_\_  
City Clerk, City of Reno

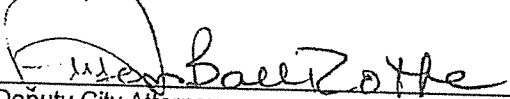
City of Reno, Nevada

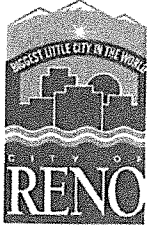
  
\_\_\_\_\_  
Andrew Clinger, City Manager

Contractor  
KG Walters Construction Co., Inc.

By:   
\_\_\_\_\_  
Walt Johnson, President

I hereby certify that I have examined the written contract and find the same to be in accordance with the Reno Municipal Code.

By:   
\_\_\_\_\_  
Deputy City Attorney



# PUBLIC WORKS DEPARTMENT

## MEMORANDUM

**DATE:** November 5, 2013

**TO:** Andrew Clinger, City Manager *Andy AC*

**THRU:** Bill Thomas, Assistant City Manager *BT*  
John Flansberg, Director of Public Works *JF*

**FROM:** Terri Svetich, Engineering Manager *Terri*  
David Kershaw, Associate Civil Engineer *DK*

**SUBJECT:** Approval of K.G. Walters Construction Co. Inc. Contract Change Order #1 for the Truckee Meadows Water Reclamation Facility (TMWRF) Headworks Emergency Response

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Please consider approval of the attached Change Order #1 in the amount of \$700,000 for K.G. Walters Construction Co. Inc. per the Contract I100066 to provide continued construction services associated with the TMWRF Headworks Emergency Project.

Near the end of January, the City of Sparks declared an emergency to authorize repairs of leaks that had developed in critical raw sewage piping at the Headworks structure. Two consulting engineers and two contractors were immediately engaged to assist in designing and constructing the needed emergency repairs. K.G. Walters Construction Co. Inc. was one of the selected contractors to assist with making repairs to the raw sewage piping and Headworks structure.

As the evaluation of critically needed repairs within the Headworks structure progressed during the early days of February, the understanding of the scope of the immediate needs for equipment and structural repairs became clearer. The City of Reno declared an emergency and accepted responsibility for managing the design and construction of the repairs at TMWRF under the provisions of the cost-sharing agreement with the City of Sparks. At the time the Contract with K.G. Walters was issued the exact extent and cost of the required repairs was not fully identified but the Contract was approved for a not to exceed amount of \$3,000,000. The current emergency project work is nearing completion and K.G. Walters is almost at the \$3,000,000 contract limit. Based on emergency work and tasks still to be completed by K.G. Walters, the attached Change Order has been developed to cover remaining K.G. Walters work items. The Change Order will increase the Contract amount to \$3,700,000.

If you have any questions, please do not hesitate to contact David Kershaw (334-3393) or Terri Svetich (334-3314).



CITY OF RENO  
TRUCKEE MEADOWS WATER RECLAMATION FACILITY  
HEADWORKS & FORCE MAIN REPAIR  
CONTRACT NO. 1100066  
PWP NO. WA-2013-157

CONTRACT CHANGE ORDER #1

OWNER/ENGINEER: City of Reno Public Works -- Sanitary Engineering  
CONTACT: David Kershaw, P.E.  
PHONE: (775) 334-3393

ADMINISTRATOR: Stantec Consulting Services, Inc.  
CONTACT: Roy Johnson, P.E.  
PHONE: (775) 827-2311

CONTRACTOR: KG Walters Construction Co., Inc.  
CONTACT: Walt Johnson, President  
PHONE: (707) 527-9968

*This document will become a supplement to the contract and all provisions will apply hereto.*

CHANGE REQUESTS:

This contract is a unit price contract. Change Order #1 will resolve the following:

1. Increase the Contract Amount by \$700,000.00 to account for additional emergency repair construction work. This applies only to emergency construction work to be performed at the Truckee Meadows Water Reclamation Facility. New contract amount is \$3,700,000.00.
2. There is no increase of Contract Time because this is a Change Order to an Emergency Repair Contract.

CITY OF RENO  
TRUCKEE MEADOWS WATER RECLAMATION FACILITY  
HEADWORKS & FORCE MAIN REPAIR  
CONTRACT NO. 1100066  
PWP NO. WA-2013-157

CHANGE ORDER #1 - ACCEPTANCE AND APPROVAL

ACCEPTED:

We the undersigned Contractor have given careful consideration of the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials except as may be otherwise noted, and perform all services necessary for the work specified, and will accept as full payment heretofore, the prices shown in Section 055 from KG Walters Construction Co., Inc. dated 2/25/13, incorporated herein by reference, and that this document will become a part of the Contract and all provisions of the Contract will apply hereto.

Contractor  
K.G. Walters Construction Co., Inc.

  
Its: President

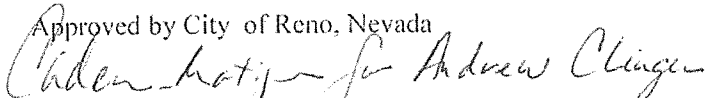
State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013  
personally appeared before me, a Notary Public in and for said County and State, known to me to  
be the \_\_\_\_\_ of \_\_\_\_\_, who  
acknowledged to me that he executed the above instrument.

see attached  
(Notary Public)

\_\_\_\_\_  
(Stamp/Seal)

Approved by City of Reno, Nevada  
  
Andrew Clinger, City Manager

  
Deputy City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sonoma

On October 28, 2013

before me,

Suzette Ransom, Notary Public

Date

Here, Insert Name and Title of the Officer

personally appeared

Walt Johnson

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name ~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~ ~~they~~ executed the same in his/~~her~~ ~~their~~ authorized capacity ~~(ies)~~, and that by his/~~her~~ ~~their~~ signature ~~on~~ the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Suzette Ransom*  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: City of Reno TMWRF Contract Change Order

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

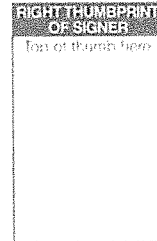
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



CITY OF RENO  
PROJECT NAME: TMWRF Headworks & Force Main Emergency Repair  
CONTRACT NUMBER: I100066

CONTRACT

SECTION 075 – CONTRACT

**CONTRACT**

This agreement, made and entered into this 25<sup>th</sup> day of February, 2013, in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and

MUNSDN PUMP SERVICES, hereinafter called the Contractor.

Witnesseth, that the Contractor agrees with the City, for the consideration and Agreements hereinafter mentioned and contained to be made and performed by the City, approved by the City Attorney and hereunto annexed, that they, the Contractor, shall and will at their own proper cost and expense, do all the work and furnish all the materials, necessary for the substantial construction and completion and to the satisfaction of the City.

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY  
HEADWORKS & FORCE MAIN EMERGENCY REPAIR**

**Contract Number – I100066**

**PWP Number WA- 2013-157**

together with incidental items necessary to complete the work in strict conformity, in every part and particular, with the annexed plans, special provisions and technical specifications which are made a part hereof (Contract Documents), and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the unit prices and stated mark-up set forth in the rate schedules provided in Section 55 hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the City and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to complete all the work according to the terms and conditions herein contained and referred to, per the schedules set forth in Section 55, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

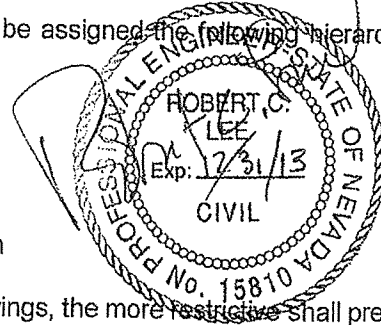
The Contractor further agrees that no monies payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor covenants and agrees to conform to and comply with all requirements contained in Wage, and Equal Opportunity Requirements hereto annexed and hereby made a part of this Agreement. The Contractor further agrees that they shall promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, during a one-year period subsequent to the date of final acceptance.

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the Proposal of said Contractor, then Contract Documents shall control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith.

Furthermore, the components of the Contract Documents shall be assigned the following hierarchy, with the items listed in order of decreasing control as follows:

- Executed Change Orders
- Contract
- Special Provisions or Technical Specifications
- General Provisions
- Standard Specifications for Public Works Construction



In the event of a conflict between the Specifications and the Drawings, the more restrictive shall prevail.

The Contractor hereby further agrees to receive and accept payment on a "Time and Material" basis per Section 55 of the Contract Documents but the total amount for said work shall not exceed the Contract Sum of

FOUR MILLION FIVE HUNDRED SEVENTY FOUR THOUSAND Dollars  
(\$ 4,574,074<sup>00</sup>), as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

And said Contractor hereby further agrees that the payment of the final amount due under this Contract shall release the City from any and all claims or liability on account of work performed under this Contract other than such claims, if any, as may be specifically excepted by the Contractor in writing at the time final payment is made.

In witness whereof, the parties to these presents have hereunto set their hands and seals the year and date first above written.

ATTEST:

Beverly A. Adams  
City Clerk, City of Reno

City of Reno, Nevada

Andrew Clinger  
Andrew Clinger, City Manager

Contractor

By: [Signature]

I hereby certify that I have examined the written contract and find the same to be in accordance with the Reno Municipal Code.

By: Wesley Baer Rother  
Deputy City Attorney

CITY OF RENO  
PROJECT NAME: TMWRF Headworks & Force Main Emergency Repair  
CONTRACT NUMBER: I100066

CONTRACT

SECTION 075 – CONTRACT

## CONTRACT

This agreement, made and entered into this 25<sup>th</sup> day of February, 2013, in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and

Q+D Construction Inc., hereinafter called the Contractor.

Witnesseth, that the Contractor agrees with the City, for the consideration and Agreements hereinafter mentioned and contained to be made and performed by the City, and under the conditions expressed in two (2) bonds bearing even date with these presents, approved by the City Attorney and hereunto annexed, that they, the Contractor, shall and will at their own proper cost and expense, do all the work and furnish all the materials, necessary for the substantial construction and completion and to the satisfaction of the City.

**TRUCKEE MEADOWS WATER RECLAMATION FACILITY  
HEADWORKS & FORCE MAIN EMERGENCY REPAIR  
Contract Number – I100066  
PWP Number WA- 2013-157**

together with incidental items necessary to complete the work in strict conformity, in every part and particular, with the annexed plans, special provisions and technical specifications which are made a part hereof (Contract Documents), and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the unit prices and stated mark-up set forth in the rate schedules provided in Section 55 hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the City and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to complete all the work according to the terms and conditions herein contained and referred to, per the schedules set forth in Section 55, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

The Contractor further agrees that no monies payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor covenants and agrees to conform to and comply with all requirements contained in Wage, and Equal Opportunity Requirements hereto annexed and hereby made a part of this Agreement. The Contractor further agrees that they shall promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, during a one-year period subsequent to the date of final acceptance.

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the Proposal of said Contractor, then Contract Documents shall control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith.

Furthermore, the components of the Contract Documents shall be assigned the following hierarchy, with the items listed in order of decreasing control as follows:

- Executed Change Orders
- Contract
- Special Provisions or Technical Specifications
- General Provisions
- Standard Specifications for Public Works Construction

In the event of a conflict between the Specifications and the Drawings, the more restrictive shall prevail.


The Contractor hereby further agrees to receive and accept payment on a "Time and Material" basis per Section 55 of the Contract Documents but the total amount for said work shall not exceed the Contract Sum of

two hundred fifty thousand Dollars  
(\$ 250,000 ), as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.


And said Contractor hereby further agrees that the payment of the final amount due under this Contract shall release the City from any and all claims or liability on account of work performed under this Contract other than such claims, if any, as may be specifically excepted by the Contractor in writing at the time final payment is made.

In witness whereof, the parties to these presents have hereunto set their hands and seals the year and date first above written.

ATTEST:

  
City Clerk, City of Reno

City of Reno, Nevada

  
Andrew Clinger, City Manager

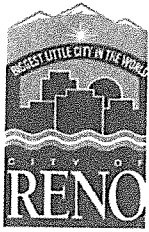
Contractor

By: 

I hereby certify that I have examined the written contract and find the same to be in accordance with the Reno Municipal Code.

By:

  
Deputy City Attorney



# PUBLIC WORKS DEPARTMENT

## MEMORANDUM

**DATE:** November 5, 2013

**TO:** Andrew Clinger, City Manager *AK*

**THRU:** Bill Thomas, Assistant City Manager *BT*  
John Flansberg, Director of Public Works *JF*

**FROM:** Terri Svetich, Engineering Manager *TS*  
David Kershaw, Associate Civil Engineer *AK*

**SUBJECT:** Approval of Q&D Construction Inc. Contract Change Order #1 for the Truckee Meadows Water Reclamation Facility (TMWRF) Headworks Emergency Response

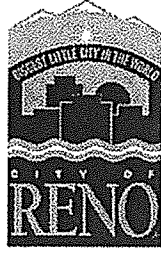
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Please consider approval of the attached Change Order #1 in the amount of \$250,000 for Q&D Construction Inc. per the Contract I100066 to provide continued construction services associated with the TMWRF Headworks Emergency Project.

Near the end of January, the City of Sparks declared an emergency to authorize repairs of leaks that had developed in critical raw sewage piping at the Headworks structure. Two consulting engineers and two contractors were immediately engaged to assist in designing and constructing the needed emergency repairs. Q&D Construction Inc. was one of the selected contractors to provide assistance in site grading for bypass pumping facilities, creek crossing, demolition in and around the Headworks, grading, and surface repair.

As the evaluation of critically needed repairs within the Headworks structure progressed during the early days of February, the understanding of the scope of the immediate needs for equipment and structural repairs became clearer. The City of Reno declared an emergency and accepted responsibility for managing the design and construction of the repairs at TMWRF under the provisions of the cost-sharing agreement with the City of Sparks. At the time the Contract with Q&D Construction was issued the exact extent and cost of the required repairs was not fully identified but the Contract was approved for a not to exceed amount of \$250,000. The current emergency project work is nearing completion and Q&D Construction is almost at the \$250,000 contract limit. Based on emergency work and tasks still to be completed by Q&D Construction, the attached Change Order has been developed to cover remaining Q&D Construction work items. The Change Order will increase the Contract amount to \$500,000.

If you have any questions, please do not hesitate to contact David Kershaw (334-3393) or Terri Svetich (334-3314).



**CITY OF RENO  
TRUCKEE MEADOWS WATER RECLAMATION FACILITY  
HEADWORKS & FORCE MAIN REPAIR  
CONTRACT NO. I100066  
PWP NO. WA-2013-157**

**CONTRACT CHANGE ORDER #1**

OWNER/ENGINEER: City of Reno Public Works – Sanitary Engineering  
CONTACT: David Kershaw, P.E.  
PHONE: (775) 334-3393

ADMINISTRATOR: Stantec Consulting Services, Inc.  
CONTACT: Roy Johnson, P.E.  
PHONE: (775) 827-2311

CONTRACTOR: Q&D Construction Inc.  
CONTACT: Lance Semenko, Senior Vice President  
PHONE: (775) 786-2677

*This document will become a supplement to the contract and all provisions will apply hereto.*

**CHANGE REQUESTS:**

This contract is a time and material contract. Change Order #1 will resolve the following:

1. Increase the Contract Amount by \$250,000.00 to account for additional emergency repair construction work. This applies only to emergency construction work to be performed at the Truckee Meadows Water Reclamation Facility. New contract amount is \$500,000.00.
2. There is no increase of Contract Time because this is a Change Order to an Emergency Repair Contract.

**CITY OF RENO**  
**TRUCKEE MEADOWS WATER RECLAMATION FACILITY**  
**HEADWORKS & FORCE MAIN REPAIR**  
**CONTRACT NO. I100066**  
**PWP NO. WA-2013-157**

**CHANGE ORDER #1 - ACCEPTANCE AND APPROVAL**

ACCEPTED:

We the undersigned Contractor have given careful consideration of the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials except as may be otherwise noted, and perform all services necessary for the work specified, and will accept as full payment heretofore, the prices shown in Section 055 from Q&D Construction Inc. dated 4/11/13, incorporated herein by reference, and that this document will become a part of the Contract and all provisions of the Contract will apply hereto.

Contractor

JEFF BEAN  
Its: Engr DEPT VP

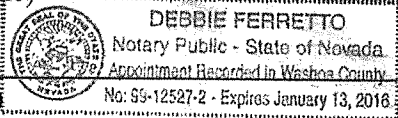
State of NEVADA

County of WASHOE

On this 31<sup>st</sup> day of OCTOBER, 2013  
personally appeared before me, a Notary Public in and for said County and State, known to me to be the DEPT VP of Q&D CONSTRUCTION INC, who  
acknowledged to me that he executed the above instrument.

[Signature]  
(Notary Public)

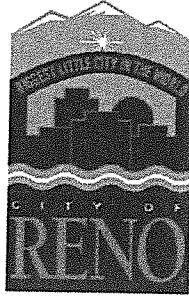
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Approved by City of Reno, Nevada

[Signature]  
Andrew Clinger, City Manager

[Signature]  
Deputy City Attorney





## PUBLIC WORKS DEPARTMENT

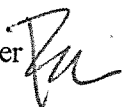
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### MEMORANDUM

DATE: April 10, 2013

TO: Andrew Clinger, City of Reno, City Manager

THROUGH: John Flansberg, City of Reno, Public Works Director   
E. Terri Svetich, City of Reno, P.E., Engineering Manager 

FROM: Robert Lee, Senior Civil Engineer 

SUBJECT: Approval of Amendment to Agreement with Stantec for TMWRF  
Headworks Emergency Response

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Near the end of January, the City of Sparks declared an emergency to authorize the repairs of leaks that had developed in the critical raw sewage piping at the Headworks structure. Two consulting engineers and three contractors were immediately engaged to assist in designing and constructing the needed repairs. Stantec was one of the selected engineering consultants, as the firm was already under contract with the City of Reno for the conduct of a condition assessment of the Headworks structure and to plan future improvements. By virtue of that work, Stantec possessed some knowledge of the Headworks facility capital improvement needs enabling them to immediately undertake design of the repairs.

As the evaluation of critically needed repairs within the Headworks structure progressed during the early days of February, the understanding of the scope of the immediate needs for equipment and structural repairs became clearer. The City of Reno declared an emergency and accepted responsibility for managing the design and construction of the repairs at TMWRF under the provisions of the cost-sharing agreement with the City of Sparks. Pending the development of contracts with contractors and agreements with engineers, the Reno Public Works Director issued instructions to the selected contractors and consultants to immediately begin work. Attached is an Amendment to the existing consulting agreement with Stantec. It adds an additional task assignment for providing design and construction management services associated with the needed emergency repairs. Staff requests approval of this amendment.



AMENDMENT TO AGREEMENT BETWEEN  
CITY OF RENO, CITY OF SPARKS  
AND  
STANTEC CONSULTING SERVICES, INC.

This Amendment, made this 29<sup>TH</sup> day of April, 2013, by and between Stantec Consulting Services, Inc., herein referred to as "ENGINEER" and CITY OF RENO and CITY OF SPARKS herein referred to as "CLIENT", hereby amends the Agreement between ENGINEER and CLIENT made and entered into on February 8, 2012, herein referred to as Basic Agreement:

WHEREAS, CLIENT and ENGINEER entered into an Agreement for services on February 8, 2012 for engineering support services for the TMWRF Septage Receiving/Headworks Preliminary Design Project, referred to as "Project";

WHEREAS, the CLIENT has requested additional engineering support services for design and construction management during the construction of the Project;

Now, therefore CLIENT and ENGINEER for considerations hereinafter set forth, mutually agree as follows:

ARTICLE II – SCOPE OF SERVICES is amended as follows:

The Scope of Services is set forth in Exhibit A which attached hereto and incorporated herein by this reference. Exhibit A consists of seven pages.

ARTICLE III – COMPENSATION is amended as follows:

- A. Compensation to the ENGINEER for the engineering services performed in accordance with Exhibit A and this Amendment is on a time and expense basis for a total sum not to exceed \$214,500.00. The City of Reno's share is the sum of \$147,211.00 and the City of Spark's share is the sum of \$67,289.00.
  
- D. The budget for total charges for services authorized by this Amendment to Agreement is \$592,384.00 and shall not be exceeded without authorization of the CLIENT. The City of Reno's share is the sum of \$396,614.00 and the City of Spark's share is the sum of \$195,770.00. The budget may be increased by amendment hereto if necessitated by a change in 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.

ARTICLE IV – SCHEDULE OF WORK -- is hereby amended as follows:

ENGINEER will proceed in accordance with the schedule of work as set forth in Exhibit A attached hereto and incorporated herein by this reference.

The terms of the February 8, 2012 Basic Agreement are incorporated herein by this reference, unless inconsistent with the terms set forth herein or unless otherwise stated. If there are any inconsistencies, the terms specified above shall prevail.

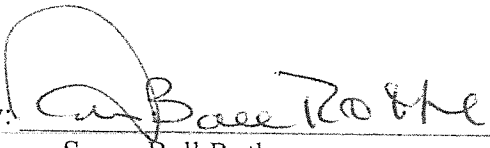
If there are any inconsistencies between the terms of this Amended Agreement and Exhibit A, the terms specified above shall prevail.

IN WITNESS WHEREOF, CLIENT has caused these presents to be executed by its officers hereunto duly authorized and the ENGINEER has subscribed same, all on the day and year first above written.

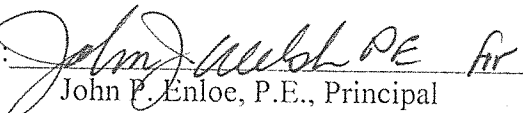
CITY OF RENO, NEVADA

By:   
Andrew Clinger, City Manager

APPROVED AS TO FORM:

By:   
Susan Ball Rothe  
Deputy City Attorney

STANTEC

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

CITY OF SPARKS, NEVADA

By: 

APPROVED AS TO FORM:

By:   
Sparks City Attorney

CITY OF SPARKS, NEVADA

By:   
Geno R. Martini, Mayor



**Stantec**

**Stantec Consulting Services Inc.**  
6980 Sierra Center Parkway Suite 100  
Reno NV 89511  
Tel: (775) 850-0777  
Fax: (775) 850-0787

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March 21, 2013  
File:205300113

Robert Lee  
Senior Civil Engineer  
City of Reno  
1 East First Street  
Reno, Nevada 89505

**Reference: Additional Scope of Work for Emergency Response at Headworks**

Dear Robert,

The purpose of this letter is to provide a scope of work for the investigation, design, and construction management services necessary for emergency construction improvements at the TMWRF headworks. These improvements became necessary due to two leaks in the force mains from the headworks that require bypass pumping, thus allowing access to the headworks without raw sewage being present. Our scope of work is divided into four tasks: inspection, design, and construction services, with a fourth task for as-requested force account items.

**Background**

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At TMWRF, in late January 2013, leaks developed on two of the raw sewage force mains that carry sewage from the headworks pumps to the grit chambers. In order to repair these pipes, the TMWRF staff and the City of Reno staff arranged for the influent sewage to be bypassed around the headworks by pumping directly from the influent manholes to the grit chambers. This emergency bypass allowed the headworks to be cleaned and inspected.

On February 7 and 8, Stantec staff, accompanied by TMWRF and City staff, were able to inspect the influent sluice gates, bar screens, and wet well structures. Stantec prepared a memo on February 12 detailing the conclusions from the inspection as well as recommending specific improvements. After discussion with the staff, a recommended improvement project that could be completed within the available 12 weeks of bypassing was developed:

1. Purchase three new stainless steel sluice gates – one 72", one 60", and one 48", for immediate installation within the influent chamber and wet well. The 60" and 72" gates would be attached to the west wall of the influent chamber, and the 48" attached to the south wall of the wet well dividing wall, opposite the leaking existing 48" gate.

## Stantec

March 21, 2013

Page 2 of 6

### Reference: Additional Scope of Work for Emergency Response at Headworks

2. Install new replacement thimbles for the 66" sluice gates in the influent chamber. The new thimbles could either be purchased commercially or fabricated locally. These would replace the existing badly corroded thimbles.
3. Remove, clean, and rehabilitate the two existing 66"x66", the 48"x72", and possibly the 48"x48" sluice gates. The existing gates would be removed from the influent chamber, cleaned, inspected, and reconditioned as necessary. The existing frames would also be removed from the 66" x 66" gates to facilitate replacement of the gate thimbles.

Following removal of the 66" gates, it has now been determined that the existing gates and frames are beyond repair. It has also been noted that by expediting order delivery, new 66" stainless steel gates can be obtained within the acceptable work period. As a result, the existing gates and thimbles will be replaced.

4. The existing sluice gate stems, support brackets, and steady bearings will be removed and replaced as necessary. It is anticipated that nearly all of the existing support brackets and steady bearings need to be replaced.
5. There is an existing overflow bypass pipe to Steamboat Creek that was installed in 1966. The entrance to this pipe is closed by a corroded 60" sluice gate. The existing 60" sluice gate will be removed, and the pipe plugged.
6. The project will include adjusting the wedges and stem guides for the four 36" pump suction sluice gates as well as the existing 48"x48" wetwell divider wall gate. The existing stem brackets for all these gates appear to be in reasonable shape, and can remain for now; they can be replaced in a future design/bid/build project if needed.
7. The existing concrete surfaces in the influent chamber will be cleaned, repaired, and coated with an epoxy corrosion-resistant coating. This work will probably be performed by the painting subcontractor within the current CIPP pipe lining contract, and may be completed via change order or under a separate construction task.
8. The broken handrail post bases in the wet well area will be replaced and the handrail reinstalled.
9. The two existing stop log frames for the 48" x 72" sluice gate will be removed and relocated. New stop log frames will be installed for the two 66" x 66" sluice gates. No stop logs will be procured at this time.

The following tasks have already been or will be performed by Stantec as part of the completion of this scope of work.

### Inspection Task

Stantec currently has a scope of work for tasks at TMWRF that includes an inspection of the existing headworks and preparation of a recommendation memo regarding improvements needed. The inspection that has been completed as part of the emergency project is generally within the original scope, however the inspection that was performed was more detailed than originally

## **Stantec**

March 21, 2013  
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### **Reference: Additional Scope of Work for Emergency Response at Headworks**

envisioned. Due to the increased access to the equipment afforded by the area being dewatered, additional time was required for structural and mechanical inspections. During the inspection it was noted that the extent of structural concrete corrosion damage, especially in the flume areas, was more severe than anticipated, thus requiring additional structural inspections. The wet well and influent chamber being dewatered also allowed additional field inspections that included operating the gates and observing the opening and closing operations. Approximately \$10,000 of the inspection is covered by the original scope, while the remainder of the inspection effort is additional or more detailed services that will be covered by this scope of work. The estimated additional cost for this work, including structural inspections, is \$21,200.

### **Design Preparation**

In order to accelerate the process of equipment ordering and installation, Stantec has already initiated and completed much of the design work needed to order the new gates and install the replacement thimbles. This work was not included in the original inspection scope of work, and includes preparation of detailed construction drawings as well as brief specifications.

In addition, how that it has been determined that the existing 66" sluice gates will be replaced, we are proceeding with design of a new concrete structural support beam designed to carry the load of the operators. The existing concrete beneath the hydraulic rams is not sound, and it was planned to replace this concrete with a beam in the next project. It has been determined that it will be feasible to install the beam at this time. It is also desired that the beam be installed flush with the existing concrete surface, and the design is proceeding for that construction.

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The total estimated cost for the design work required to complete the project as described above is \$71,300.

### **Inspection and Field Services**

It is anticipated that the construction of the above scope of work will require variable amounts of office and inspection effort during the next 12 weeks. Tasks required will include the following:

1. Submittal review and approval
2. Review of contractor daily work sheets, purchase orders, and pay requests
3. Field inspection on a part-time basis, including mechanical and structural services. We anticipate that approximately 4 hours per day, or half-time overall, will be required for the 12 week construction period.
4. Provide office response to questions, RFI's, and preparation of field directives as needed.
5. Preparation of punch lists and performance of a final inspection
6. Provide assistance with meeting coordination and minute preparation.

This scope of work is based on the following assumptions:

1. Inspection services for work other than the items listed above, including work in the dry well area, is not included.



Stantec Consulting Services Inc.  
6980 Sierra Center Parkway Suite 100  
Reno NV 89511  
Tel: (775) 850-0777  
Fax: (775) 850-0787

**Stantec**

**Stantec TMWRF Billing Rates**

<b>Name</b>	<b>Position Title</b>	<b>Discounted Billing Rate (\$ per hour)</b>
John Enloe	Principal, Environment	\$ 176.00
Priyatosh Ray	Manager Civil/Structural Engineering	\$ 176.00
Mike Wilkin	Senior Associate	\$ 163.00
Long Hoang	Senior Associate	\$ 163.00
Jerry Juarez	Survey Manager	\$ 167.00
Ray Kruth	Senior Engineer, Environment	\$ 154.00
Roy Johnson	Construction Manager	\$ 154.00
Eric Bolstad	Senior Engineer, Water	\$ 154.00
Ken Angst	Engineer, Environment	\$ 132.00
Chris Helotes	Survey Technician	\$ 113.00
Jason Barnes	Engineer, Environment	\$ 112.00
Judah Holland	CAD Designer	\$ 94.00
Rich Garcia	CAD Designer	\$ 94.00
Jamie Kaltenbach	Administrative Assistant	\$ 66.00

## Stantec

March 21, 2013  
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### Reference: Additional Scope of Work for Emergency Response at Headworks

2. Special inspections requiring ICBO or other certifications are not included. These might include structural welding, epoxy anchor bolts, or concrete sampling and testing. We anticipate that the Owner will contract directly with a local testing firm for these services.
3. Work will proceed such that significant overtime payment is not required for inspectors.
4. At this time, the inspection work will not include inspection and contract administration for coating the influent chamber (along with any preparatory concrete repair) that is expected to be performed by the CIPP project team, however we will coordinate with their work activities. This service could be provided by Stantec if desired.

The estimated cost for the inspection services is \$82,000

### Additional Services As Requested

It is anticipated that during the design and construction process additional items may arise that need to be addressed. We have added a fourth task for force account, or "as requested" services, to provide additional engineering or inspection services if requested. Work under this task will only be provided as specifically requested by the Owner.

### Summary Fee Estimate by Task

Tasks	Estimated Cost
Task 1 – Additional Inspection Services	\$21,200
Task 2 – Preparation of Construction Plans and Specifications	\$71,300
Task 3 – Construction Services	\$82,000
Task 4 – Additional Work as Requested	\$40,000
<b>Total</b>	<b>\$214,500</b>

### **Billing:**

In accordance with our original proposal for work at the TMWRF facility, our rates for this work will be based on our 2012 billing rates. A separate listing of the billing rates for the anticipated key personnel for this project is included as an appendix.

Billing will be on a time and materials basis, and broken out by task, with the stipulation that billing will not exceed the total agreed amount without written authorization.

Note: Stantec reserves the right to move funds between tasks 1, 2 and 3, as long as the overall budget is not exceeded.

**Stantec**

March 21, 2013  
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**Reference: Additional Scope of Work for Emergency Response at Headworks**

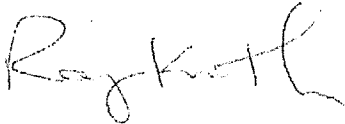
**Schedule**

The initial inspection and design portions of this scope are already proceeding. The construction inspection services will proceed as the contract work requires.

We appreciate the opportunity to propose this Scope of Work. Please feel free to contact me directly at 775-398-1206, or John Enloe at 775-398-1284, if you have any questions regarding this scope of work.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**



**Ray Kruth, P.E.**  
**Project Manager**



**John Enloe, P.E.**  
**Principal**

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Senior Engineer, Environment  
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