

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 12 day of November, 2020, by and between the CITY OF RENO and the CITY OF SPARKS, hereinafter referred to as "CITY" and Jacobs Engineering Group Inc., hereinafter referred to as "CONSULTANT."

### WITNESSETH

WHEREAS, the CITY wishes to secure engineering services for the TMWRF Effluent Pump Station Improvements, hereinafter referred to as "PROJECT."

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

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

2. Basic Services.

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

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

3. CITY Responsibility.

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

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

4. Authorization, Progress and Completion.

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

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on a time and expense basis in the not-to-exceed amount of \$636,434.00 per Exhibits 1 and

2 which are attached hereto and incorporated herein by this reference. The City of Reno's share is the sum of \$436,784.65 and the City of Sparks's share is the sum of \$199,649.35.

5.2 Invoices for services rendered shall be submitted monthly. Payment by the CITY will be made within thirty (30) calendar days of receipt.

6. Special Services.

6.1 No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". **The supplemental agreement must be executed prior to the commencement or performance of any additional work by the CITY.**

7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITY, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITY.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITY. The CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

8. Ownership of Documents.

8.1 Originals of all records, reports and other documents of service prepared by the CONSULTANT shall be property of the CITY. All said documents of service shall be made available to the CITY during the course of and for use in the performance of this Agreement.

9. Skill Level of Consultant.

9.1 Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

10.1 General Requirements. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the

CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

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

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

(a) **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO O1 04 13 or an equivalent form. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

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

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

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

the CONSULTANT goes out of business during the term of this Agreement or the six (6) year period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

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

(a) General Liability: \$1million minimum combined single limit per occurrence for bodily injury, personal injury and property damage, and \$2 million annual aggregate.

(b) CONSULTANT's Errors and Omissions Liability: \$2 million per claim and \$4 million as an annual aggregate during the term of this Agreement and for six years after the completion of the project, with each subsequent renewal having a retroactive date that predates the date of this Agreement. The CONSULTANT may purchase project insurance or obtain a rider on its normal policy in an amount sufficient to bring CONSULTANT's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CITY.

10.5 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the CITY Risk Manager. The CITY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles or self-insured retention. Any changes to the deductible or self-insured retention made during the term of this Agreement or during the term of any policy, must be approved by the CITY Risk Manager.

10.6 Other Insurance Provisions. General Liability Coverages

(a) The CITY, its officers, officials, and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT including the insured's general supervision of the CONSULTANT; products and completed operations of the CONSULTANT; or premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

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

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, and employees.

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

(e) The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium, by certified mail, return receipt requested, has been given to the CITY.

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

10.8 Verification of Coverage. CONSULTANT shall furnish the CITY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificate and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to obtain copies of all required insurance policies.

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

10.10 Miscellaneous Conditions.

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

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

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

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

11. Indemnification.

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

11.2 The CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

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

12. Intellectual Property Indemnity.

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

13. Taxes.

13.1 CONSULTANT shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT's performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. Independent Contractor.

14.1 The parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 333.700. The parties agree that CONSULTANT is not a CITY employee and there shall be no:

- (a) Withholding of income taxes by the CITY;
- (b) Industrial insurance provided by the CITY;
- (c) Participation in group insurance plans which may be available to employees of the CITY;
- (d) Participation or contributions by either the independent contractor or CITY to any public employees' retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by CITY if the requirements of NRS 612.085 for independent contractors are met.

15. Business License.

15.1 CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

16. Compliance with Legal Obligations.

16.1 CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work. CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively “ADA”) in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

17. Employment Opportunity.

17.1 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, gender identity, gender expression, veteran status, sexual orientation or age, or any other protected class status applicable under federal, state or local law, rule, or regulation. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Any violation of this provision by consultant shall constitute a material breach of contract.

18. Notices.

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

CITY:                      City of Reno  
                                 John Flansberg, P.E.  
                                 Director of Public Works  
                                 If by personal service  
                                 1 East First Street. 7<sup>th</sup> Floor  
                                 Reno, NV 89501  
                                 If by mail  
                                 P.O. Box 1900  
                                 Reno, NV 89505

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

CONSULTANT:          Jacobs Engineering Group Inc.  
                                 Lisa Alliger, P.E.  
                                 Designated Manager  
                                 2525 Airpark Drive  
                                 Redding, CA 96001

19. Assignment.

19.1 This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either party without prior written consent of the other.

20. Integration.

20.1 This agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.



21. Governing Law and Jurisdiction.

21.1 This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

22. Suspension of Work.

22.1 Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 23 of this Agreement.

23. Termination of Work.

23.1 The CITY may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITY fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

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

24. Dispute Resolution.

24.1. All claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action.

24.2 Unless the parties mutually agree otherwise, mediation will be in accordance with the Commercial Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

25. Attorneys' fees.

25.1 If either party breaches this Agreement, the prevailing party in any litigation is entitled to recover its court costs and reasonable attorneys' fees.

26. Severability.

26.1 If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

27. Due Authorization.

27.1 Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. A facsimile signature on this Agreement shall be treated for all purposes as an original signature. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

-SIGNATURE PAGE FOLLOWS-

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

CONSULTANT



\_\_\_\_\_  
Lisa Alliger, P.E.  
Designated Manager

CITY OF SPARKS

By: \_\_\_\_\_  
Ed Lawson, Mayor

ATTEST:

By: \_\_\_\_\_  
Lisa Hunderman, City Clerk

APPROVED AS TO FORM:

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

CITY OF RENO

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

ATTEST:

By: \_\_\_\_\_  
Ashley D. Turney, City Clerk

APPROVED AS TO FORM:

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

## DETAILED DESIGN & BIDDING SUPPORT FOR TMWRF ERPS IMPROVEMENTS

This attachment is for the Agreement, between Jacobs, and the City of Reno (City), for engineering and consulting services related to the design of the specific improvements listed in Table 1 for the Effluent Reuse Pump Station (ERPS) located at the Truckee Meadows Water Reclamation Facility (TMWRF). The official name of the project will be the Truckee Meadows Water Reclamation Facility Effluent Reuse Pump Station Improvement Project, hereinafter referred to as the "Project."

### Project Purpose

The purpose of the Project is to prepare detailed design and bid documents for the recommended surge system, access and other relate ERPS improvements described below in Table 1 and in further detail in the Preliminary Design Report (PDR) and provide bidding support services.

Table 1. Recommended ERPS Improvements

No.	Description of Recommended Improvement	Estimated Construction Cost (\$)
1	Surge System w/air compressor	780,000
2	Building and Electrical Room	1,258,558
3	Heating, Ventilation & Air Conditioning	64,041
4	Demolition – Substructure C-Can	59,987
5	Yard Piping	499,629
6	30" Flow Meter w/Vault and Access Panel	125,705
7	Access Configuration	349,140
8	Instrumentation and Controls	26,000
9	Concrete Support Repair	13,000
10	Redundant Sump	26,000
11	Repair Concrete Floor	13,000
12	Air Compressor (Pad & Enclosure Only)	26,147
13	Mobilization & Demobilization	162,060
14	Misc. Site Constraints Allowance	102,098
Total Estimated Construction Cost		3,505,365
See Preliminary Design Report – Facility Condition Assessment and Recommendations DRAFT, dated 9/14/2020 for further details.		

### Basis of Scope and Fee Development

The following assumptions were made for the development of this scope of work, schedule and estimated level of effort.

- 1) Jacobs has made their best effort to negotiate a budget that is amenable with the City of Reno. Jacobs is not obligated to perform work beyond agreed upon level of effort and/or fee estimate.
- 2) Project duration of 6 months, October 2020 through March 2021. This timeline includes a 2 month bid period.
- 3) Budget for potholing and/or location of existing utilities are not included in the fee estimate at this time. These services to be added if needed via Task 4 Owner-directed services or to be provided by Owner.
- 4) Additional geotechnical work will be required as part of the Project because the existing data is only available to a depth of 16 feet below the existing ground surface.
- 5) Surveying work limiting to locating the new proposed building, surge tank and pipeline will be required as part of the Project.
- 6) A drainage report will not be required for this work, as site grading should not be appreciably changed.
- 7) Billing rates shall escalate at a rate of 3 percent per year, starting in January of each year and the labor rates incorporated into our cost tables have this escalation included.
- 8) Site security and other security systems within the Project site are assumed to be adequate and do not require improvements or upgrades.
- 9) Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of existing information.
- 10) Design will be based on the federal, state and local codes and standards in effect on the effective date of the authorization to proceed for the proceeding preliminary design effort of May 15, 2020. Any changes in these codes may necessitate a change in scope.
- 11) Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted by others or as a separate contract.
- 12) Related to events beyond the control of Consultant, schedule extensions shall be discussed and a reasonable and mutually agreeable extension of time for performance of its Services under this Agreement shall be granted.
- 13) Any cost opinions or project economic evaluations provided by Jacobs will be on a basis of experience and judgement, but since Jacobs has no control over market or bidding conditions, Jacobs cannot warrant that estimates, bids, ultimate construction cost, or project economics will not vary from these opinions.

## Proposed Scope of Services

### Task 1.0 Project Administration

Jacobs will provide project management services consisting of planning, organizing, staffing and coordinating work efforts. The Jacobs project management will also be responsible for preparing monthly status reports, invoices, discussing status with the TMWRF project management, scheduling and ensuring quality control reviews are conducted and comments addressed prior to deliverable submission, and delivering the project within agreed upon schedule and budget.

### Task 1.1 Project Management

Project Execution Plan. A project execution plan (PEP) will be prepared describing scope, schedule, tasks and activities, responsible team members, deliverables, budget, quality assurance, health and safety.

Monthly Progress Report (up to 6). Jacobs will prepare and submit a monthly progress reports and invoices which will include descriptions of project status, costs, remaining budget, conformance to schedule, reasons for any deviation from the work plan, and a listing of critical items and needs anticipated to occur the following month.

Deliverables: Jacobs will prepare and submit up to six (6) monthly progress reports with invoices.

### Task 1.2 Project Meetings

It is anticipated that Jacobs will conduct remote meetings via MS Teams with City and TMWRF staff on four (4) separate occasions, including a Kick-Off and 30%, 60% and 90% Submittal Review Meetings.

Deliverables: Jacobs will prepare and distribute draft and final meeting agenda and notes to the team via email.

### Task 1.3 Quality Assurance

Senior staff will review the work plan, provide input to project management and will also review deliverables for quality assurance and quality control prior to submission to City and TMWRF staff.

## Task 2.0 Detailed Design

Detailed design services to be conducted in support of the Project include the geotechnical surveying, permitting and detailed design services required for bidding construction of the proposed new building, surge tank and pipeline.

### Task 2.1 Geotechnical Services

Jacobs will develop geotechnical design recommendations for proposed new building. Design recommendations will be developed based on use of existing available data, supplemental field explorations, and soil sampling and laboratory testing.

Jacobs will engage a geotechnical subcontractor to drill one (1) soil boring in the vicinity of the new building, take soil samples, and perform laboratory testing of soil samples. The boring will be drilled to a depth of 45 feet below the existing ground surface using hollow stem auger methods. Jacobs will coordinate with City and TMWRF staff to locate the boring in a location that avoids underground utilities and minimizes impacts to landscaping. Samples will be collected at 2.5-foot intervals with a Standard Penetration Test sampler (ASTM D1586) until the clay soil that was encountered in a previous investigation is observed. The boring will be drilled 6 inches below the sample where clay was encountered, and a sample of the clay will be collected by pushing a Shelby tube 30 inches into the clay, if possible. Soil sampling will be a minimum of every 5 feet thereafter, with additional Shelby tube samples where other clay layers are

encountered. Soil samples for laboratory testing will be preserved in sealed bags for the split spoon samples and in the Shelby steel tube with wax and end caps.

A detailed log of materials and conditions encountered will be kept in general accordance with the visual-manual classification procedure (ASTM D2488). The logs will be updated in accordance with the Unified Soil Classification System (ASTM D2487) following receipt of laboratory testing. The depth at which water is first observed will be noted, along with the depth to water after reaching final depth.

Jacobs subcontractor will log the soil boring and retain a soil laboratory to test soil samples and provide geotechnical properties of the site soil for evaluation. Jacobs will direct the subcontractor as to specific laboratory tests to perform depending on the materials logged. For the purposes of cost estimating we have assumed the type and maximum number of tests as identified in Table 2.

**Table 2. Proposed Soil Laboratory Testing**

Test	Quantity
Gradation ASTM D6913 and D1140	4
Atterberg ASTM D4318	3
Water Content, ASTM D-2216	3
Consolidation ASTM D2435	1
Consolidated-Undrained Triaxial Shear ASTM D4767	1
Unconsolidated-Undrained Triaxial Shear Test ASTM D2850	2

Note: Actual number and type of tests may vary in accordance with field conditions encountered.

Jacobs subcontractor will prepare a Geotechnical Data Report to summarize subsurface conditions and provide geotechnical data for Jacobs to design foundations for the proposed structure. The Geotechnical Data Report will serve as a reference document and will be included in the Contract Documents for the Project.

Assumption: An allocation of \$15,000 has been estimated for this work.

### Task 2.2 Surveying

Ground surveying to be limited to identification of specific locations for new building and surge system.

Assumption: An allocation of \$10,000 has been estimated for this work.

### Task 2.3 Permitting

City and TMWRF staff shall be responsible for and coordinate permitting review with the appropriate authorizing agency or agencies.

Assumption: It is anticipated that the submittals described in Task 3 shall be sufficient for permit review and approval; no additional submittals beyond those described in Task 3 shall be required or developed.

### Task 2.4 Detailed Design

The following describes the tasks proposed for detailed design of the recommended improvements described in Table 1. Table 3 describes the drawings to be included in the various design submittals.

Table 3. Proposed Drawing List

No.	Drawing Description	30% Submittal	60% Submittal	90% Submittal
1	COVER SHEET, VICINITY AND LOCATION MAPS	X	X	X
2	DRAWING INDEX	X	X	X
3	GENERAL ABBREVIATIONS	X	X	X
4	CIVIL LEGEND AND ABBREVIATIONS	X	X	X
5	ARCHITECTURAL LEGEND	X	X	X
6	ARCHITECTURAL BUILDING CODE DATA AND LIFE SAFETY PLANS	X	X	X
7	ARCHITECTURAL SCHEDULES		X	X
8	STRUCTURAL NOTES 1		X	X
9	STRUCTURAL NOTES 2		X	X
10	STRUCTURAL SPECIAL INSPECTION 1		X	X
11	STRUCTURAL SPECIAL INSPECTION 2			X
12	STRUCTURAL SPECIAL INSPECTION 3			X
13	MECHANICAL LEGEND AND NOTES	X	X	X
14	HVAC LEGEND	X	X	X
15	ELECTRICAL LEGEND	X	X	X
16	INSTRUMENTATION AND CONTROL LEGEND	X	X	X
17	P&ID EFFLUENT PUMPS & SURGE CONTROL SYSTEM	X	X	X
18	NETWORK BLOCK DIAGRAM	X	X	X
19	SWITCHGEAR COMMUNICATION		X	X
20	MCC & AFD COMMUNICATION		X	X
21	CONTROL PANEL TYPICAL WIRING DIAGRAMS 1		X	X
22	CONTROL PANEL TYPICAL WIRING DIAGRAMS 2			X



23	SITE PLAN – DEMOLITION	X	X	X
24	OVERALL SITE PLAN AND SURVEY CONTROL		X	X
25	SITE PLAN	X	X	X
26	GRADING PLAN		X	X
27	SECTIONS			X
28	DEMOLITION - ELECTRICAL ENCLOSURE	X	X	X
29	DEMOLITION - PUMP ROOM	X	X	X
30	DEMOLITION – DETAILS		X	X
31	GROUND FLOOR PLAN	X	X	X
32	ROOF PLAN	X	X	X
33	EXTERIOR ELEVATIONS		X	X
34	SECTIONS AND DETAILS			X
35	FLOOR PLAN	X	X	X
36	ROOF FRAMING PLAN	X	X	X
37	SECTIONS		X	X
38	FRAMING ELEVATIONS		X	X
39	DETAILS 1		X	X
40	DETAILS 2		X	X
41	DETAILS 3			X
42	DETAILS 4			X
43	HVAC FLOOR PLAN	X	X	X
44	HVAC ROOF PLAN	X	X	X
45	HVAC SCHEDULE AND DETAILS		X	X
46	PLAN – SURGE SYSTEM	X	X	X
47	SECTION – SURGE SYSTEM		X	X
48	DETAILS – SURGE SYSTEM		X	X
49	ONE-LINE DIAGRAM 1		X	X
50	ONE-LINE DIAGRAM 2		X	X
51	ELECTRICAL SITE PLAN	X	X	X
52	ELECTRICAL ROOM POWER PLAN	X	X	X
53	PUMP ROOM POWER PLAN	X	X	X
54	SWITCHGEAR ELEVATIONS		X	X
55	AFD ELEVATIONS		X	X
56	MCC ELEVATIONS		X	X
57	CONTROL DIAGRAMS		X	X
58	STANDARD DETAILS 1		X	X
59	STANDARD DETAILS 2		X	X
60	STANDARD DETAILS 3		X	X
61	STANDARD DETAILS 4		X	X

#### Task 2.4.1 30% Design

Our team will prepare 30% preliminary design drawings and compile a draft technical specification table of contents for the Project. The TMWRF Effluent Reuse Pump Station Surge Analysis and Preliminary Design Report (PDR) will serve as the basis for detailed 30, 60, 90% and final design submittals.

Upon completion of the 30% design submittal, senior members of our team will review design and construction methodology, drawings, calculations, project design report, and the overall integrity of the design per our quality assurance/quality control (QA/QC) program. Internal reviews by senior engineers will be performed on all deliverables.

Comments received from the quality control reviewers will be reviewed and adjudicated by the design team, with changes and additions incorporated into the design documents prior to delivery to City and TMWRF staff.

Following review of the submittal, Jacobs will meet with the City and TMWRF staff to discuss the submittal and review comments.

Deliverables: Electronic copies (pdf format) of half-size drawings (11-inch by 17-inch), table of contents of technical specifications, and construction cost estimate derived from the previous version in the PDR. 30 % Submittal Review Meeting Agenda and Notes (Draft and Final).

#### TASK 2.4.2 60% Design

Our team will further the design described by the 30% submittal and prepare 60% complete design drawings and compile a draft version of technical specifications for the Project. Draft bidding requirements, contract documents, and technical specifications will also be prepared along with a construction cost estimate.

Upon completion of the 60% design, senior members of our team review design and construction methodology, drawings, calculations, project design report, and the overall integrity of the design per our QA/QC program. Internal reviews by senior engineers using quality review forms are performed on all deliverables.

Comments received from the quality control reviewers will be reviewed and adjudicated by the design team, with changes and additions incorporated into the design documents prior to submission to City and TMWRF staff.

Following review of the submittal, JACOBS will meet with City and TMWRF staff to discuss the submittal and review comments.

Deliverables: Electronic copies (pdf format) of half-size drawings (11-inch by 17-inch), a draft version of the bidding requirements, contract documents, technical specifications, and updated construction cost estimate.

#### TASK 2.4.3. 90% DESIGN

Our team will further the design described by the 60% submittal and prepare 90% complete bid documents for the Project. Responses to review comments from the 60% design review will be

incorporated. This will be the final review submittal and will include the bidding requirements, contract documents, technical specifications, and drawings necessary for bidding the construction contract. The 90% review submittal is intended to be essentially bid-ready.

The final engineer's estimate of construction cost will be prepared and delivered within two weeks after submission of the drawings and specifications.

Upon completion of the 90% design, senior members of our team will review design and construction methodology, drawings, calculations, and the overall integrity of the design per our QA/QC program. Internal reviews by senior engineers are performed prior to delivery to TMWRF.

Comments received from the quality control reviewers will be reviewed and adjudicated by the design team, with changes and additions incorporated into the design documents prior to submission to TMWRF.

Following review of the submittal, JACOBS will meet with TMWRF to discuss the submittal and review comments.

Deliverables: Electronic copies (pdf format) of half-size drawings, project specifications (complete bid documents), final construction cost estimate, and the final PDR.

#### TASK 2.4.4. FINAL DESIGN

Comments from the 90% design review meeting will be reviewed by the Jacobs team and responses incorporated for the final design submittal.

Jacobs will prepare final submittal complete biddable construction documents including bidding requirements, contract documents, technical specifications, and drawings. All portions of the biddable contract documents will be final.

Deliverables: Electronic files (pdf format) of sealed and signed half-size and full-size (22-inch by 34-inch) drawings and project specifications (complete bid documents).

#### TASK 3.0 BID SUPPORT SERVICES

Jacobs will assist the City and TMWRF during the bidding process, which begins at the time final construction documents are approved and continues until TMWRF awards a construction contract. Anticipated activities are as follows:

- Response to bidders' technical questions and requests for additional information, when requested by the City.
- Furnish technical interpretation of the bid documents.
- Prepare draft for City review and final responses to questions for inclusion in addenda prepared by Jacobs and distributed by the City and TMWRF. Jacobs will not answer questions directly received from bidders; but refer these questions to the TMWRF per the instructions to bidders.
- Conduct one pre-bid conference and site walk-through that has been scheduled by the TMWRF.

- Develop the agenda and content of the pre-bid conference and site walk-through with input from the TMWRF.
- Record all questions and requests for additional information.
- Coordinate with the City for issuing responses and additional information.

The City will review all bids, checking references make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.

Deliverables: Response to bidder questions and addendum or addenda.

#### TASK 4.0 OWNER-Directed Services

This task is established to cover cost for unforeseen project work items that may arise and may be used by Owner to address unforeseen conditions. A task budget of \$60,000 is incorporated into this Contract. Labor effort will be charged to this task only when authorized in writing by Owner and in accordance with Rate Schedule (Exhibit 1).

Assumption:

- \$60,000 contingency allocation for Owner-directed services.
- Requires Owner written authorization to proceed.

### Schedule

Estimated Notice to Proceed (NTP)	September 30, 2020
Kick-Off Meeting	NTP + 1 weeks
Geotechnical Study (Draft)	NTP + 4 weeks
Survey Data (Draft)	NTP + 4 weeks
Detailed Design Submittals	
30% Design Submittal	NTP + 4 weeks
60% Design Submittal	NTP + 8 weeks
90% Design Submittal	NTP + 12 weeks
Final Submittal	NTP + 16 weeks
Notice to Bidders	NTP + 18 weeks
Pre-Bid Meeting / Project Job Walk	NTP + 20 weeks
Project Bid Opening	NTP + 22 weeks

### Cost of Services

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



**EXHIBIT 1. Professionals and Technicians  
Hourly Billing Rate Schedule**

<u>Classification</u>	<u>2020 Rate</u>
<b>Sr. Principal Technologist*/Sr. Principal Project Manager</b>	<b>\$245</b>
<b>Principal Technologist*/Principal Project Manager</b>	<b>\$245</b>
<b>Sr. Technologist*/Sr. Project Manager</b>	<b>\$230</b>
<b>Senior Project Engineer*/Project Manager</b>	<b>\$210</b>
<b>Project Engineer*</b>	<b>\$189</b>
<b>Associate Engineer*</b>	<b>\$169</b>
<b>Staff Engineer 2*</b>	<b>\$149</b>
<b>Staff Engineer 1*</b>	<b>\$126</b>
<b>Engineering Tech 5</b>	<b>\$150</b>
<b>Engineering Tech 4</b>	<b>\$136</b>
<b>Engineering Tech 3</b>	<b>\$123</b>
<b>Engineering Tech 2</b>	<b>\$110</b>
<b>Engineering Tech 1</b>	<b>\$97</b>
<b>Office/Clerical/Accounting</b>	<b>\$90</b>

\* includes engineering, consulting, planner, and scientist disciplines

**Notes:**

1. Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts, and outside services; special client-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Consultant's charges for direct use of Consultant's vehicles, computing systems, laboratory test and analysis, word processing, printing and reproduction services, and certain field equipment; and (3) Consultant's project charges for special health and safety requirements of Occupational Safety and Health Administration (OSHA) services.
2. Consultant's rates for the following direct expenses shall be: Computer charges of \$6.00 will be applied to all labor hours for office staff.
3. A markup of 10% will be applied to all other Direct Costs and Expenses.
4. An additional premium of 25% will be added to the above rates for Expert Witness and Testimonial Services.
5. Rate increases equal to 3% per year will go into effect for all work performed beyond December 31, 2020.

**EXHIBIT 2. City of Reno  
TMWRF Effluent Reuse Pump Station Detailed Design and Bidding Support  
Jacobs Fee Estimate**

TASKS	Billing Rate (\$/hr)	Project Manager, Kevin Kennedy	Design Manager - Kasra Spanvi	Surge, Daniel Morse	Structural Engineer, Sean Troyan	Jamshid Bayandor - Architect	Nicole Lapp - Site Civil	Mechanical Engineer, Michael Reiss	Cost Estimating (KRV)	Electrical Engineer, Steve Parker	Instrumentation and Controls, Dennis Thomas	Geotechnical - Mark Twede, RDD	Health and Safety, Scott Billings	Project Automation Lead - Dave Cave	CAD-RDD (Elect, I&C)	CAD-KRV (Arch, Site/Civil, Struct & HVAC)	Office/Clerical/Accounting	Quality Assurance/Quality Control	Total Labor		Expense	Geotechnical Subconsultant	Surveying Subconsultant	Markup (10% of Expenses and Subconsultants)	TOTAL
		\$245	\$245	\$189	\$210	\$149	\$126	\$210	\$149	\$189	\$245	\$210	\$210	\$189	\$123	\$97	\$90	\$245	Hours	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
<b>1 1. Project Administration</b>																									
Project Execution Plan		2	4										2				2			10	\$2,070	\$60			\$2,130
Monthly Progress Reports (6 status reports with invoice for each month)		6	2														8			16	\$2,680	\$96			\$2,776
Project Meetings (4 meetings, Kick-off Meeting; 30, 60 and 90% Submittal Review Meetings)		16	16	4	8	4	4	6		6	4						8			76	\$15,470	\$1,811		\$136	\$17,417
Project Management (Schedule, Resource Planning, Earned Value, Action Item & Decision Log, Client Correspondance & Communication)		10	10																	20	\$4,900	\$120			\$5,020
<b>Subtotal</b>		<b>34</b>	<b>32</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>6</b>		<b>6</b>	<b>4</b>		<b>2</b>				<b>18</b>		<b>122</b>	<b>\$25,120</b>	<b>\$2,087</b>			<b>\$136</b>	<b>\$27,343</b>
<b>2 2.0 Detailed Design</b>																									
30% Submittal		60	63	22	127	46	35	73	23	40	50	18		33	90	241	51	52	1,023	\$172,402	\$6,136	\$16,700	\$10,000	\$2,670	\$207,908
60% Submittal		52	54	19	109	39	30	62	20	34	43	15		28	77	207	44	44	877	\$147,773	\$5,260				\$153,032
90% Submittal		43	45	16	91	33	25	52	17	28	36	13		23	64	172	36	37	731	\$123,144	\$4,383				\$127,527
Final Submittal		17	18	6	36	13	10	21	7	11	14	5		9	26	69	15	15	292	\$49,258	\$1,753				\$51,011
<b>Subtotal</b>		<b>172</b>	<b>181</b>	<b>64</b>	<b>362</b>	<b>130</b>	<b>99</b>	<b>208</b>	<b>67</b>	<b>113</b>	<b>144</b>	<b>50</b>		<b>93</b>	<b>257</b>	<b>689</b>	<b>145</b>	<b>148</b>	<b>2,922</b>	<b>\$492,576</b>	<b>\$17,532</b>	<b>\$16,700</b>	<b>\$10,000</b>	<b>\$2,670</b>	<b>\$539,478</b>
<b>3 3.0 Bidding Support Services</b>																									
Pre-Bid Conference		6			4															10	\$2,310	\$290		\$23	\$2,623
Bid Period Clarifications, Reponses and Addenda (up to 2)		2	6	2	6		2	4	2	4	2						6			36	\$6,774	\$216			\$6,990
<b>Subtotal</b>		<b>8</b>	<b>6</b>	<b>2</b>	<b>10</b>		<b>2</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>2</b>						<b>6</b>		<b>46</b>	<b>\$9,084</b>	<b>\$506</b>			<b>\$23</b>	<b>\$9,613</b>
<b>4.0 Owner-Direct Services</b>																									<b>\$60,000</b>
<b>TOTAL</b>		<b>214</b>	<b>219</b>	<b>70</b>	<b>380</b>	<b>134</b>	<b>105</b>	<b>218</b>	<b>69</b>	<b>123</b>	<b>150</b>	<b>50</b>	<b>2</b>	<b>93</b>	<b>257</b>	<b>689</b>	<b>169</b>	<b>148</b>	<b>3,090</b>	<b>\$526,780</b>	<b>\$20,125</b>	<b>\$16,700</b>	<b>\$10,000</b>	<b>\$2,829</b>	<b>\$636,434</b>