

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2020, by and between the City of Reno and the City of Sparks, hereinafter referred to as the "CITY", and AECOM, hereinafter referred to as "CONSULTANT":

WITNESSETH:

WHEREAS, CITY desires to obtain construction management services for the TMWRF Raw Sewage Pump Station Switchgear and Switchboard Rehabilitation Project hereinafter referred to as "Project;"

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

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

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

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

ARTICLE I - SERVICES

- A. CITY agrees to retain and does hereby retain CONSULTANT to perform the professional services hereinafter more particularly described, with such services to commence on the date of the execution of this Agreement and to continue until the completion of the work provided for herein.
- B. CONSULTANT hereby agrees to perform the professional services as set forth herein and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of said services.
- C. CONSULTANT has the status of an independent contractor as defined in NRS 333.700 and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of CITY. CONSULTANT shall undertake performance of services as independent contractor and shall be wholly responsible for the methods of performance and for their performance.
- D. CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work.

ARTICLE II - SCOPE OF SERVICES

A. The Scope of Services is set forth in Attachment 1 as attached hereto and incorporated herein by this reference.

ARTICLE III - COMPENSATION

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

B. Compensation to the CONSULTANT shall be on the basis of Time and Materials Basis as set Attachment 1 and per the 2020 Rate Schedule which are hereto and incorporated herein by this reference.

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

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

E. The not-to-exceed budget for the services authorized by this Agreement is the sum of \$298,200.00 and shall not be exceeded without written authorization of the CITY. The City of Reno's share is the sum of \$204,654.66 and the City of Spark's share is the sum of \$93,545.34. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. CONSULTANT is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

ARTICLE IV - SCHEDULE OF WORK

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

ARTICLE V - ASSIGNMENT OF AGREEMENT

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

ARTICLE VI- OWNER'S RESPONSIBILITY

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

ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE VIII - NOTICE

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

To CONSULTANT:
AECOM
Thomas Guinn, P.E.
Associate Vice President
1 East First Street, Suite 1411
Reno, NV 89501

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

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

If by mail
PO Box 857
Sparks, NV 89432

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

ARTICLE IX - UNCONTROLLED FORCES

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

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

ARTICLE X- GOVERNING LAW

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

ARTICLE XI - SUCCESSORS AND ASSIGNS

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

ARTICLE XII - INDEMNIFICATION

- A. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless CITY and its officers, employees and agents (collectively "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 employees or agents of the CONSULTANT in the performance of this Agreement.
- B. CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.
- C. CONSULTANT'S indemnification obligations for claims involving Professional Liability (claims involving acts, error, or omissions in the rendering of professional services and Economic Loss Only (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT'S negligence or other breach of duty.
- D. If CITY's personnel (consultants or other professionals) are involved in defending such legal action, CONSULTANT shall also reimburse CITY for the time spent by such personnel at the rate charged for such services by private professionals. These provisions shall survive termination of this agreement and shall be binding upon CONSULTANT, her legal representatives, heirs, successors and permitted assigns.
- E. If CONSULTANT does not so defend the CITY and the CONSULTANT is adjudicated to be liable, reasonable attorney's fees and costs shall be paid to CITY in an amount proportionate to the liability of CONSULTANT.

ARTICLE XIII - INTELLECTUAL PROPERTY INDEMNITY

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

ARTICLE XIV – PAYMENT OF TAXES

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

ARTICLE XIV - INSURANCE

A. GENERAL REQUIREMENTS.

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

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

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

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

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

1. **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO 01 04 13 and ISO CG 20 37 04 13, or equivalent forms.. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

2. **Automobile Coverage** at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy. the City may agree to accept Auto Liability

covered in the General Liability Policy, if nonowned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

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

D. **MINIMUM LIMITS OF INSURANCE.** CONSULTANT shall maintain limits no less than:

1. General Liability: \$2 million minimum combined single limit per occurrence for bodily injury, personal injury and property damage and \$4 million annual aggregate.

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

E. **DEDUCTIBLES OR SELF-INSURED RETENTIONS**

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

F. **OTHER INSURANCE PROVISIONS**

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

2. The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by the

CITY, its officers, officials or employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

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

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

5. Endorsements for General Liability, Auto, and Excess/Umbrella Liability listing all additional insureds are required. The endorsement for Excess/Umbrella Liability can be accomplished by the CONSULTANT'S production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."

6. The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be canceled or non-renewed by either party except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium mail has been given to the CITY. CONSULTANT further agrees that the limits will not be reduced during the term of this agreement.

G. ACCEPTABILITY OF INSURERS

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

H. VERIFICATION OF COVERAGE

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

I. SUBCONSULTANTS

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

J. MISCELLANEOUS CONDITIONS

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

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

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

ARTICLE XVI - LITIGATION

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

ARTICLE XVII - TERMINATION OF WORK

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

B. In addition, CITY may terminate any or all of the work covered by this Agreement by notifying CONSULTANT in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then CONSULTANT shall be entitled to receive compensation for all work satisfactorily completed and performed through the conclusion of that task order. No other changes or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by CITY pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order, then CONSULTANT and CITY shall need to determine what, if any additional services should be performed by CONSULTANT in order to close out the work in progress and provide any such unfinished materials to CITY. CONSULTANT and CITY shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by CITY for such work. In the event that the parties cannot otherwise agree on the amount to be paid pursuant to this provision, then the matter may be referred to the Dispute Resolution Procedure in ARTICLE XXII.

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

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

ARTICLE XVIII - PROFESSIONAL SERVICES

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

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

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

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

ARTICLE XIX – PROPERTY: COPYRIGHTS

A. The CONSULTANT shall furnish to the CITY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Director, design computations, design sketches and review drawings) prepared pursuant to this Contract (hereinafter collectively referred to as “Documents”). The originals of such Documents shall be and remain the property of the CITY.

B. All of such Documents shall be deemed to be “works made for hire” prepared for the CITY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the CITY when any such is subject to copyright. The CONSULTANT agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The CONSULTANT further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Reno City Council. The CONSULTANT shall place a conspicuous notation upon each Document which indicates that the copyright thereto is owned by the CITY.

C. Should it be finally determined, by a court or to her tribunal of competent jurisdiction, that any of such Documents is not a “works make for hire,” it is agreed that the provisions of this section shall be termed an assignment, sale, and transfer of the copyright in or to such Documents to the CITY for the longest term allowed by law. Notwithstanding the foregoing, the CONSULTANT may retain copies of such Documents and such copies shall remain the property of the CONSULTANT. The CONSULTANT shall have the right to use such copies as it may desire, but the CONSULTANT may not sell, license, or otherwise market such Documents.

D. Documents, including drawings and specification prepared by CONSULTANT pursuant to this Contract, are not intended or represented to be suitable for reuse by CITY or others on extensions of the services provided for the Project or any other project. Any use of completed Documents for other projects and/or any use of uncompleted Documents without specific written authorization from CONSULTANT will be at the CITY’s sole risk without liability or legal exposure to CONSULTANT.

ARTICLE XX - RIGHTS OF CONSULTANTS AND EMPLOYEES

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

ARTICLE XXI - SERVICES BY CITY

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

information; serving all notices, holding all hearings, and fulfilling legal requirements in connection therewith; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

ARTICLE XXII - DISPUTE RESOLUTION PROCEDURE

A. If disputes arise under this Agreement, the parties agree to attempt to resolve such disputes through direct negotiations or if such negotiations are not successful, by non-binding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.

B. 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

A. In connection with the performance of work under this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, veteran status, or any other protected class status applicable under federal, state or local law, rule or regulation. Such Agreement shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

D. 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

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

ARTICLE XXV - GENERAL PROVISIONS

A. Integration. This Agreement, including the Exhibits and the Recitals, all of which are true and correct and are incorporated by reference as a part of this Agreement, constitutes the

complete and integrated Agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

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

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

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

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

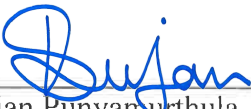
ARTICLE XXVI - DUE AUTHORIZATION

A. Each party represents that all required authorizations have been obtained to execute this 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.

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

-SIGNATURE PAGE FOLLOWS-

CONSULTANT

By: 
Sujan Punyamurthula, Ph.D., P.E.
Senior Vice President

CITY OF RENO

Dated this ___ day of _____, 2020

By: _____
Hillary L. Schieve, Mayor

ATTEST:

Ashley D. Turney, Reno City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney

CITY OF SPARKS

Dated this ___ day if _____, 2020

By: _____
Ronald E. Smith, Mayor

ATTEST:

Lisa Hunderman, Sparks City Clerk

APPROVED AS TO FORM:

Chet Adams, City Attorney

January 20, 2020

Mr. Matt Smith, P.E.
City of Reno Public Works
Truckee Meadows Water Reclamation Facility
8500 Clean Water Way
Reno, NV 89502

**Subject: City of Reno Contract No. I100097-2745
TMWRF Raw Sewage Pump Station Switchgear and
LVDC-1A Switchboard Rehabilitation Project
Proposal for Construction Management Services**

Dear Matt:

AECOM Technical Services, Inc. ("AECOM") is pleased to provide the City of Reno ("City") this proposal for professional construction management, inspection and administrative services for the Truckee Meadows Water Reclamation Facility ("TMWRF") Raw Sewage Pump Station Switchgear and LVDC-1A Switchboard Rehabilitation Project.

The City is seeking a qualified Construction Manager (CM) to manage and support the TMWRF Raw Sewage Pump Station Switchgear and LVDC-1A Switchboard Rehabilitation Project construction activities. The CM consultant will act as the City's representative and perform full contract administration and construction management responsibilities the Substation Rehabilitation project. The scope is based on part time Construction Manager Services for a period of 12 months.

AECOM's proposal includes a separate updated detailed scope of services work and estimate of expenditures provided as the following appendices:

Attachment 1 – Scope of Services

Attachment 2 – Estimate of Expenditures

SCOPE OF SERVICES

AECOM will assist the City by performing the following:

Construction Services

The TMWRF Raw Sewage Pump Station Switchgear and LVDC-1A Switchboard Rehabilitation Project CM project scope of services is included in Attachment 1:

- A. AECOM has included Tom Guinn, PE to serve as the project CM to oversee the project construction activities.
- B. Raul Aviles Jr PE will serve as the Engineering & Construction Technical Specialist to be on site following the scheduled key project milestones. Mr. Aviles will provide technical support, outage planning and start-up and commissioning services as described in the scope of services.
- C. A part time resident engineer will support Mr. Guinn with the day to day activities and will assist with the on-site coordination of the construction activities and required inspections.

Assumptions:

- Qualifications for Services performed will be as per the 2018 Unranked Engineering Companies for the Water Reclamation Facility Electrical Power Distribution.

- Services will be provided on a time and materials not to exceed basis (T&M NTE).

PROPOSED FEE

AECOM is proposing to conduct the scope of services identified on a time-and-materials basis not to exceed of \$298,200 and will not exceed the total indicated without your approval. The detail breakdown of the proposed fee is included in Attachment 2 - Estimate of expenditures.

Thank you for the opportunity to provide you with this proposal and should you have any further questions or comments, please do not hesitate to contact Thomas Guinn at 775-722-5095 (tom.guinn@aecom.com).

Sincerely,



Thomas Guinn, P.E.
Construction Manager

Sujan Punyamurthula, Ph.D., P.E.
Senior Vice President, Project Director

Attachment 1

City of Reno Contract No. I100097-2745

Truckee Meadows Water Reclamation Facility

Raw Sewage Pump Station Switchgear and

LVDC-1A Switchboard Rehabilitation Project

Construction Management Scope of Services

The following scope of services provides Construction Management Services for the Truckee Meadows Water Reclamation Facility (TMWRF) Raw Sewage Pump Station Switchgear and LVDC-1A Switchboard Rehabilitation project.

In order to accomplish these goals, the CONSULTANT will perform the following tasks:

1.0 Construction Management Services

CONSULTANT will provide Construction Management services to assist OWNER in management of the selected Contractor.

The Scope of Work for the CONSULTANT shall be in accordance with the following:

1. CONSULTANT to provide construction management services during project construction consisting of:
 - 1.1 Construction Management Schedule
 - 1.2 Safety Management
 - 1.3 Project Administration
 - 1.4 Reporting and information management
 - 1.5 Construction Meetings
 - 1.6 General Services
 - 1.7 Resident Engineer
 - 1.8 Resident Inspection
 - 1.9 Submittal Review
 - 1.10 Extra Work Order Management
 - 1.11 Non-Shop Drawing Submittals
 - 1.12 Scheduling Service
 - 1.13 Clarifications and Interpretations
 - 1.14 Construction Administration Assistance
 - 1.15 Record Drawings Management
 - 1.16 Project Documentation Management
 - 1.17 Field Equipment Tests
 - 1.18 Substantial Completion Inspection
 - 1.19 Final Inspection
 - 1.20 O&M Manual and Staff Training
 - 1.21 Commissioning and Start-up
 - 1.22 Subconsultant Management Services

2. CONSULTANT to provide Project Management/Administration for the effective management of the above tasks.

1.1 Construction Management Schedule

CONSULTANT estimated project schedule is based on the construction schedule developed by AECOM and the OWNER during the design phase. Baseline milestone information are the following

Contractor Notice to Proceed	2/12/2020
Project Start Date	2/12/2020
Project Finish Date	2/7/2021
Schedule duration	360 calendar days

1.2 Safety Management

CONSULTANT staff will act on behalf of OWNER to safeguard project site during the construction period. CONSULTANT will provide the following Services:

- Job Safety walkthroughs and safety observation reports
- Safety topic selection and toolbox discussion for all Construction Management (CM) project meetings
- Reinforce culture of safety – work with Contractor to make sure all safety policies and procedures are followed
- Outage safety coordination – work with OWNER and CONTRACTOR to make sure all outages are properly coordinated and the required LOTO and safety procedures are followed.
- Report all safety near misses and incidents to OWNER
- Coordinate safety issues with Plant Safety Manager
- CONSULTANT will prepare Safety plan to be reviewed and approved by OWNER.

1.3 Project Administration

Due to the complexity of the project, the phased construction sequence, the need to maintain existing plant operations and the number of multiple outages and temporary power required, the CONSULTANT will closely coordinate work among the OWNER, TMWRF staff and the Contractor to facilitate the coordinated and timely completion of the work. Work under this task includes management and administration of the Construction Management including internal tracking of submittals, change orders and RFIs.

CONSULTANT will provide a part time Engineering & Construction Technical Specialist (ECTS) who will travel to the site for meetings (7 trips maximum). CONSULTANT will provide a local Resident

Engineer who will manage the day to day activities of the Construction Phase of the project. The Construction management services will be provided for a period of 360 calendar days.

1.4 Reporting and Information Management

CONSULTANT understands the critical importance of keeping all parties informed throughout the life of the project. CONSULTANT will provide the template for the communication plan and will require a monthly report be developed by the CM to provide the OWNER with a complete understanding of the project status and issues. CONSULTANT will provide an Electronic Web Based collaboration software to manage and store all key and relevant information including data, submittals, schedules, forms, photos and relevant construction information.

At a minimum the monthly report will include the following items by contract:

- Project Status Report
- Monthly Progress with progress photos
- Two week look ahead including CPM Schedule
- Meeting minutes
- Budget Status including certified payrolls and payment requisitions
- Significant Issues and mitigation plans
- Action required by the OWNER
- Action required by TMWRF Staff
- The following logs/reports:
 - Shop Drawing
 - RFI
 - Daily reports
 - Correspondence
 - Testing
 - Startup and commissioning
 - Special Inspections
 - Other Information pertinent to the project
 - Construction Observation Report
 - Project Photos

To develop the monthly report, the CONSULTANT will track, maintain, and review a significant amount of information. The use of the Electronic File Sharing System will allow this tracking and maintenance to be accomplished in an efficient and organized manner.

1.5 Construction Meetings

Monthly Status meetings will be coordinated and managed by the Construction Manager provided by the CONSULTANT. A Resident Engineer provided by CONSULTANT will attend bi-weekly coordination meetings and specialty meetings (outage coordination), starting with the preconstruction meeting. The budget has assumed a total of 12 Construction Management Meetings (monthly basis) lead by CONSULTANT's CM and 15 meetings lead by the CONSULTANT'S Resident Engineer. CONSULTANT will provide meeting minutes, and updated submittal and issues log to the CM team following each meeting.

1.6 General Services

CONSULTANT will coordinate and monitor the contractor's progress of the work, monitor the General Conditions for each contract, communicate and coordinate with the City and TMWRF O&M staff. We will endeavor to avert the installation of work, material or equipment which has not been approved or does not conform with the requirements of the contract documents. Any such finding will be promptly communicated to the OWNER and others as appropriate and we follow-up to confirm that any deficient work is properly corrected. Other routine services include:

- Develop and maintain the project contact list.
- Review the contractor as-built drawings
- Monitor the development of the draft O&M manual to conform with plant specifications and confirm its completion prior to start-up and testing of equipment and facilities.
- Assist the City in determining and documenting the dates of partial utilization and beneficial use of all facilities and equipment.
- Collect and maintain schedule and other items to be reviewed and turned over to the City
- Extra Work Order (EWO) Assistance

1.7 Resident Engineer

The CONSULTANT will provide a Resident Engineer (RE) who will prepare a Daily Inspection Report (DIR) of construction completed each day of the two continuous weeks the RE is on site. The scope includes RE services for two continuous weeks every month and during major outages. The RE will be responsible to ascertain that the inspection staff is observing the work in accordance with the contract documents and appropriately reporting project activities. Specific responsibilities include the following:

- Monitor safety, health and environmental project compliance
- Conduct monitoring of the construction work for conformance with the contract documents and approved shop drawing submittals.
- Compile Non Compliance Reports (NCR) for any installed work found to be deficient or not conforming to the contract documents
- Assist Construction Manager with review of contractor payment requests.
- Review material deliveries for conformance with approved submittals.

- Coordinate interpretations of the contract documents with the contractor's.
- Oversee all code required inspections & testing and provide written documentation of the results.
- Witness, coordinate and document all required field testing activities.
- Analyze and provide recommendations on EWOs.
- Collect and maintain field record information for use in reviewing the contractor's record drawings.
- Prepare "punch lists" and conduct contract close-out inspections.
- Monitor and keep the City informed of construction progress, potential or pending change orders, EWOs, schedule status and any areas of concern on a continuing basis.
- Maintain accurate records to document costs associated with time and material change orders.
- Monitor use of site, storage, daily cleanup activities of the contractor's to determine conformance with the requirements of the contract documents.

Resident Engineering services will be provided locally for a period of 6 months.

1.8 Resident Inspection

CONSULTANT will provide a Resident Engineer (RE) to inspect the installation of all facets of the work described in the construction contract documents for included in this CM project. All field inspection documentation recorded by the RE will be uploaded into Electronic File Share System.

1.9 Submittal Review

The objective of this task is to review up to forty (40) submittals. CONSULTANT will review the contractor(s) submittals to ensure that the materials and equipment furnished for this project conform to the design intent and contract requirements. This includes four (4) additional shop drawings, shop test information, and Maintenance of Plant Operations (MOPO) plans as required in addition to the original contract scope of services items.

All contractor submittals will be initially transmitted to the field office for logging-in. The CM staff will then forward the submittals to the CONSULTANT's engineer for review. Submittal review time will generally be limited to three (3) weeks after receipt from the field office, except for: 1) the review of submittals from non-base bid manufacturers or 2) the review of certain complex submittals.

CONSULTANT has assumed a total of 18 initial submittals, 9 resubmittals and 2 O&M manuals to review in developing our cost for this task.

Review of shop drawings is for the limited purpose of checking for conformance with the design concepts expressed in the bid documents. The CONSULTANT shall not be responsible for completeness and accuracy of other details such as dimensions and quantities, for safety precautions or for construction means and methods, all of which remain the responsibility of the contractor pursuant

to the bid documents. Two electronic copies in CD format of the submittals shall contain all documents in Adobe PDF Format (300 dpi minimum) with OCR and electronic PDF bookmarks denoting Sections and reference drawings.

1.10 Extra Work Order Management

CONSULTANT will manage the Extra Work Order process by evaluating and providing opinions of probable cost for the requested Extra Work Orders (EWOs). CONSULTANT will review all potential Extra Work Order requests submitted by the contractor for justification, cost reasonableness, and schedule impacts. The change request will first be reviewed to confirm that it is based on a legitimate omission or discrepancy in the contract documents and is justifiable as an added cost to the contract.

An independent cost estimate will then be performed by the CONSULTANT to establish a second opinion of probable cost and to use as the basis for negotiation of the change. A record of negotiation will be documented and we will prepare the change order in the format, and with the documentation required, for processing by the City. CONSULTANT or City requested change orders will be handled similarly but with the CONSULTANT issuing the change to the Contractor and then requesting a cost to review against the prepared estimate.

In the case of time and material or unit price work, CONSULTANT will set up accounting procedures, documentation requirements and records to confirm accurate tracking of costs. Similarly, schedule impacts will be reviewed independently by our construction scheduler and time extensions will be negotiated based on the review and the impact to the critical path of the project. Schedule impacts that only consume float time will not be considered legitimate time extensions to the contract.

Assumptions:

- Construction Extra Work Orders be evaluated on their entirety by CONSULTANT and recommended action submitted to OWNER for final approval.
- Extra Work Order documentation will developed in AutoCAD format after sketches are provided by contractor.
- Budget assumes up to ten (10) Extra Work Order reviews.

1.11 Non-Shop Drawing Submittals

The will also be utilized to track non-shop drawing submittals such as O&M manuals, spare parts, warranties, etc. CONSULTANT will develop a list of O&M manuals, spare parts, and warranties to be included in the Electronic File Sharing system to allow the tracking to occur. CONSULTANT will track the progress of O&M manual preparation address all review issues in the same manner as shop drawings. The tracking of warranties will be completed in a similar manner.

O&M manuals, warranties and spare parts will be tracked electronically and stored in a designated TMWRF location as they are submitted. We will verify that the approved O&M manual, warranty or spare part has been provided as well as the required number is provide and utilizing our standard transmittal from will turn it over to the OWNER. The transmittal will be signed by the designated

TMWRF employee so there is documentation that the OWNER has received the required number of documents or parts. This transmittal will be entered into the Electronic File Sharing System.

1.12 Scheduling Service

During the schedule development process for each construction task CONSULTANT will review the Contractor's a schedule that provides a firm basis for progress measurement. At a minimum, CONSULTANT will perform a detailed review of the following major components of the schedule including:

- Activities provided for entire scope of work
- Appropriate logical relationships without extraneous "preferential" logic
- Appropriate level of description, coding, resource allocation, calendars and constraints for each activity
- Consistent production estimates and activity durations
- Appropriate use of logs or "steps" to describe elements of activities that are not evident with a single description
- Verification that logic does not include inappropriate techniques such as negative lags, float sequestering, start-to-finish relationships, non-contractual constraints, undefined calendars, and the like
- Verification that proper submittal, approval, fabrication, delivery, storage, and other periods are defined, logically sequenced and consistent with the contract documents.

At monthly intervals CONSULTANT will review the progress updates from the contractor and contract package. After validating progress during this period, we will perform more intensive CPM analysis techniques to fully analyze the progress update to evaluate the project status, forecast risk, evaluate changes to the baseline, and offer expert response to the data provided. In parallel with this, alternate sequencing and staging of construction packages will be constantly evaluated for potential time savings and determination of optimum contract delivery methods.

1.13 Clarifications and Interpretations

In this task, the CONSULTANT will review and respond to contractor requests for information (RFIs), clarifications and interpretations, engineering input required to address field conditions or field conflicts, and other design-related issues or information requests forwarded by the resident staff. CONSULTANT has assumed a total of 30 RFIs in developing our costs to perform these services.

1.14 Construction Administration Assistance

Under this task, the CONSULTANT will provide technical and construction support services to the Owner, and will provide certain independent support to the construction activities for those situations requiring specific expertise not possessed by the Owner. More specifically, this includes the following:

- Participation and/or a lead role in special purpose construction meetings.
- In conjunction with the Owner's PM, review and respond to issues regarding potential change-orders, change-or scope situations and claims by the Contractor. Provide recommendations to the Owner staff as appropriate.
- Provide specialized assistance to the on-site and Owner's staff as required. This includes on-site observations by personnel with particular expertise to observe specialized construction such as complex structural support elements, structural modifications, electrical bus-ways and complex elements related to the Medium voltage distribution systems.
- Attendance and participation at monthly progress meetings and specialty outage meetings with the Contractor as required. This includes twelve (12) construction meetings and eight (8) specialty construction/coordinating meetings to address critical outages for the facility. This will be combined with a site inspection by those personnel.

1.15 Record Drawings Management

The CONSULTANT will regularly review the contractor's set of record drawings at the site to verify that they are continually updated to reflect as-built conditions. At the project completion, the CONSULTANT will update the Contract Drawings they were responsible for as listed in exhibit A to show all reported changes including change order work. One (1) set of reproducible bond and one (1) Master CD Set and two (2) duplicate CD sets in AutoCad format will be provided to the Owner at the project's completion. Electronic copies of the documents shall contain all documents in Adobe PDF Format (300 dpi minimum) with Optical Character Recognition (OCR) and electronic PDF bookmarks denoting bid documents, technical and drawings.

1.16 Project Documentation Management

The CONSULTANT will provide to OWNER at the end of the project all documentation stored and file in the Electronic File Sharing System. At the project completion, the CONSULTANT will update the all documentation in Adobe PDF Format (300 dpi minimum) with Optical Character Recognition (OCR) and electronic PDF bookmarks. Deliverables will include one (1) Master CD and two (2) duplicate CD sets.

Assumptions related to effort and costs are: (1) CONSULTANT labor costs are included in this scope; (2) any travel or lodging expenses for CONSULTANT employees are to be reimbursed through this contract.

1.17 Field Equipment Tests

Prior to final acceptance of electrical equipment and electrical feeders, the contractor will perform Final Field Tests in accordance with the contract specifications. Final Field Tests may require operation of equipment through extended periods and over a range of switching and operating conditions to demonstrate that the equipment is free of all defects and is completely ready for operation by the OWNER. CONSULTANT will review the test plan submitted by the construction contractor and will witness the field tests for the Switchgear, Protective Relays, Transformers, as well as metering, protective relaying, Ethernet network and electrical field tests. In the event any test is not completed to

the satisfaction of the CONSULTANT or the subject equipment does not pass the prescribed criteria, the construction contractor shall be required to correct the situation and retest until the test is completed and the criteria met.

1.18 Substantial Completion Inspection

CONSULTANT will conduct an inspection at the substantial completion of the Substation Rehabilitation, Protective Relays and settings, Transformers, as well as metering, and Ethernet network systems. Representatives of the OWNER and the City of Sparks, and the respective CONSULTANT staff will be present. The purpose is to confirm the work has been substantially completed in compliance with the intent of the design and has progressed sufficiently to be put into beneficial use. The CONSULTANT will make recommendations on acceptance of the work for the systems listed herein by the Owner and issue a list of any remaining work to be completed by the contractor prior to its acceptance.

1.19 Final Inspection

CONSULTANT will assist the OWNER staff as appropriate in conducting the final inspection and make recommendation to Owner regarding final acceptance of the construction of the Substation Rehabilitation, equipment pad modifications, bus duct modifications, protective relays and settings, Transformers, underground feeders and electrical modifications as well as metering, and Ethernet network systems.

1.20 O&M Manual and Staff Training

CONSULTANT will review the Contractor's provided O&M manual, which will include all equipment, and facility information concerning the design, operation, maintenance and management of the upgraded plant electrical equipment. The O&M manual will address the electrical design concepts and standards, starting and stopping procedures, troubleshooting guidelines, and test procedures, safety considerations and maintenance program.

Two (2) hard copies of the O&M Manual and an electronic searchable file in PDF format will be prepared in draft form by the CONTRACTOR at approximately the 50% completion point of construction and submitted to the CONSULTANT for review. The O&M Manual will be updated at approximately the 90-95% completion point of construction and submitted to the Owner for review. Following receipt of comments from the OWNER and preparation of the final document, two copies will be distributed amongst the OWNER and TMWRF staff.

O&M document format shall be in accordance to the Bid Document Section 01782 Operations Maintenance and Data and supplemented with the requirements of TMWRF Design Guideline Manual Section 01830. CONSULTANT will work directly with CONTRACTOR to address the requirements of Section 01830 and if necessary recommend OWNER to increase CONTRACTOR scope to include any additional requirements identified via Extra Work Order. CONSULTANT will use unlocked, editable PDF format version of the CONTRACTOR provided O&M manual to edit and make the modifications required per the TMWRF Design Guideline Manual Section 01830. Any additional O&M modifications

beyond this scope will be provided via extra work order. Asset Management datasheet and input to templates for the Facility CMMS will be in accordance to the TMWRF Design Guideline Manual Section 01830. Equipment tags and numbers will be provided by OWNER for CONSULTANT's incorporation in the Asset Management Data Sheets.

Electronic copy of the O&M manual shall contain all documents in Adobe PDF Format (300 dpi minimum) with OCR, searchable text and electronic PDF bookmarks denoting chapters, sections, and drawings.

1.21 Commissioning and Start-up

CONSULTANT will provide a part time Engineering & Construction Technical Advisor (ECTA) who will manage the planning, outage coordination, start-up and commissioning of the electrical equipment. CONSULTANT's CTA will work closely with the CM and RE to manage the following critical path activities:

- Participation and leading outage planning, risk and contingency management and mitigation plans.
- Participation and lead role in start-up and commissioning.
- ECTA will manage the following activities:
 - Temporary power planning and commissioning
 - Switchgear (4 total) and Switchboard commissioning and start-up
 - Switchgear relay final settings and calibration

1.22 Subconsultant Management Services

CONSULTANT will enter a sub consultant agreement with OWNER's recommended Engineering Services SUBCONSULTANT to provide services during construction required as part of the scope of services. Services include the developing and entering agreements with the following:

1. Special Inspection Services:
 - Structural engineering inspections
 - Concrete testing

SUBCONSULTANT agreements will be time and materials not to exceed (TMNTE). Any extra work orders shall be subject to OWNER approval and shall not be executed without OWNER's authorization in writing. SUBCONSULTANT agreements will be executed under the executed CONSULTANT contract agreement with the OWNER.

2.0 Contingency

CONSULTANT has included a budget allowance of \$53,000 to address additional project scope items. At the request of the OWNER, CONSULTANT will prepare a written task order request to obtain authorization to proceed with the additional scope of services request.

Assumptions:

- Contingency funds will be requested in the event that CONSULTANT determines a need for:
 - Any additional services exceeding the estimated quantities above which includes submittal reviews, field inspections and start-up and commissioning services.
 - Obtaining a second opinion to validate testing and work provided by contractor that does not comply with the contract documents. Approval of such services will be by OWNER in writing to the CONSULTANT authorizing such services.
 - Any other services required by OWNER.
- Budget assumes an additional \$53,000 for a contingency task upper limit.

3.0 Project Budget

CONSULTANT proposes to perform the work on a Time and Materials basis with a not-to-exceed project budget of \$298,200. The budget includes Task 2.0 Contingency. A breakdown of the estimated labor hours and project budget is included in the attached table. CONSULTANT reserves the right to reallocate the budget between tasks, provided the overall budget is not exceeded. CONSULTANT 2020 Fee Schedule is attached for reference.

Estimate of Expenditures - TMWRF Raw Sewage Pump Station Switchgear & LVDC-1A Switchboard Rehabilitation Construction Management

TASKS	Officer/Specialist	Rate	Const. Manager	Rate	Resident Eng.	Rate	Total
Part A - Substation Rehabilitation CM Services	Aviles	\$ 330	Guinn	\$ 230		\$ 130	
1.0 Construction Management Services							
1.1 Construction Management Schedule	4		16		24		
1.2 Safety Management	2		16		40		
1.3 Project Administration	0		80		40		
1.4 Reporting and Information Management	4		80		40		
1.5 Construction Meetings	8		16		19		
1.6 General Services	0		24		24		
1.7 Resident Engineer	0		16		40		
1.8 Resident Inspection	8		16		40		
1.9 Submittal Review	72		8		60		
1.10 Extra Work Order Management	8		20		16		
1.11 Non Shop Drawing Submittals	6		8		16		
1.12 Scheduling Service	2		10		16		
1.13 Clarifications and Interpretations	10		8		24		
1.14 Construction Administration Assistance	0		8		24		
1.15 Record Drawing Management	8		16		40		
1.16 Project Documentation Management	0		16		40		
1.17 Field Equipment Tests	8		0		0		
1.18 Substantial Completion Inspection	8		4		4		
1.19 Final Inspection	8		12		4		
1.20 O&M Manual and Staff Training	16		4		8		
1.21 Commissioning and Start Up	30		8		8		
1.22 Subconsultant Management Services	2		8		8		
Subtotal	204	\$ 67,320	394	\$ 90,620	535	\$ 69,550	\$ 227,490
2.0 Project Contingency							
2.1 Project Contingency							\$ -
Subtotal	0	\$ -	0	\$ -	0	\$ -	\$ 53,000
3.0 Subconsultants							
3.1 Subconsulting Services - Testing and Special Inspections	0		4				\$ 6,240
Subtotal	0	\$ -	4	\$ 920	0	\$ -	\$ 7,160
Reimbursable Expenses							
Materials							\$ 1,950
Travel							\$ 7,700
Reproduction							\$ 900
Subtotal		\$ -		\$ -		\$ -	\$ 10,550
Total	204	\$ 67,320	394	\$ -	535	\$ 69,550	\$ 298,200



Reno Office
Fees for Professional Services
Hourly Rate Schedule
Effective January 1, 2020

CLASSIFICATION	RATE
Engineering	
Practice Leader _____	\$ 330.00 per hour
Project Manager _____	\$ 230.00 per hour
Engineer III _____	\$ 140.00 per hour
Engineer II _____	\$ 130.00 per hour
CAD Technician _____	\$ 120.00 per hour
Technical Support Staff	
Clerical/General Office _____	\$ 110.00 per hour
Direct Project Expenses	
Off-Site Printing _____	Actual Cost + 15%
Travel (other than automobile) _____	Actual Cost + 15%
Lodging _____	Actual Cost + 15%
Subconsultants Services _____	Actual Cost + 15%

It is understood and agreed that these rates and charges include normal equipment and materials used in connection with the production of the required engineering and/or architectural services. If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the direct wage cost of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates.

AECOM will typically furnish monthly billings for all services rendered and supplies furnished in accordance with the above compensation provisions.