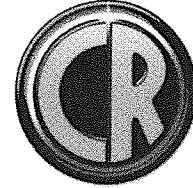


# CR ENGINEERING

Mechanical Engineering Consultant  
5434 Longley Lane  
Reno, Nevada 89511  
Phone: 775.826.1919 Fax: 775.826.1918  
www.cr-eng.com



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## Proposal

May 16, 2012

Mr. Kim Laber  
Truckee Meadows Water Reclamation Facility  
8500 Cleanwater Way  
Reno, NV 89502

Re: Administration Building HVAC  
VFD Room Cooling  
Evaporative Cooling Air Handler Replacement

Dear Kim:

Thank you for the opportunity to provide the following professional services proposal. This letter is intended to set the terms between Truckee Meadows Water Reclamation Facility and CR Engineering for the above project. It is to define the project scope and fees.

### **Project Description**

#### Administration Building HVAC Improvements

Replacement of the water cooled multi-zone air handler and packaged rooftop unit with hot water heat and dx cooling fan coils (option 2 from our previous study). Condensing units will be installed on the roof. Systems will be controlled by stand-alone programmable thermostats.

#### VFD Room Cooling Retrofit

Removal of the grade mounted rooftop units due to corrosion of the condenser coils caused by hydrogen sulfide gas in the area. Replacement equipment will be dx cooling fan coils located in the VFD room. Condensing units will be installed on the roof. New cooling systems will integrate with the DCS control system on site.

#### Evaporative Cooling Air Handler Replacement

Replacement of a hot water heat and evaporative cooling air handler serving the Headworks building. A new evaporative cooling only air handler will be installed on the existing roof curb. Heating is not required per TMWRF staff. Manual cold water fill and drain will be installed. The new air handler will integrate with the DCS control system on site.

### **Design Services Scope of Work**

- Field survey to prepare as-built plan
- Prepare mechanical design drawings and specifications
- Prepare electrical design drawings and specifications (Jensen Engineering)
- Prepare structural roof calculations (Hyytinen Engineering)
- Prepare International Energy Conservation Code mechanical compliance certificate
- Provide Design Development documents
- Prepare construction cost estimate
- Provide sufficient wet-stamped drawings for submission to the building department
- Address building department comments
- Provide Construction Documents

**Construction Administration Services Scope of Work**

- Bid assistance
- Equipment and materials submittal review
- Answer field generated questions (RFI's)
- Periodic construction site visits (CR Engineering Only)
- Construction site visits with observation report as required
- Final inspection and commissioning
- Provide record drawings, prepared from contractor's markups, in AutoCAD and Adobe PDF formats

**Services not Included**

- Hazardous materials discovery, testing, or permitting
- Electrical service replacement design (if required)
- Permit fees

**General Terms and Conditions**

Unless specifically delineated in a contract subsequent to this proposal or governed by another mutually signed contract, the following General Terms and Conditions shall also apply to CR Engineering (the Firm) and Truckee Meadows Water Reclamation Facility (the Client) for the scope of this work:

1. **Access to Site:** Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the engineering services. The Firm will take precautions to minimize disturbance to the Owner due to these activities, but has not included in the fee the cost of waiting for access or reimbursing the Client for lost time.
2. **Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
3. **Billings/Payments:** Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 60 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.
4. **Late Payments:** Accounts unpaid 90 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
5. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.
6. **Certifications: Guarantees and Warranties:** The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.
7. **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest

extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damage or claim expenses arising out of this agreement from any cause or causes, shall not exceed available policy limits. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

- 8. Termination of Services: This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
- 9. Ownership of Documents: All documents produced by the Firm under this agreement shall be considered as the property of the Firm. The Client may not use the documents prepared under the terms of this proposal for any other endeavors than those for which they were intended without the written consent of the Firm.

**Fee**

CR Engineering proposes to complete the described Design Services Scope of Work and Construction Administration Services Scope of Work detailed above for a fixed fee of forty five thousand three hundred twenty dollars (\$45,320) broken down as follows:

Admin Bldg		VFD Room		Headworks AH	
Mechanical	\$12,100	Mechanical	\$9,320	Mechanical	\$8,100
Electrical	\$2,500	Electrical	\$2,300	Electrical	\$2,300
Structural	\$3,600	Structural	\$3,600	Structural	\$1,500
Subtotal	\$18,200	Subtotal	\$15,220	Subtotal	\$11,900

**Additional Services**

Additional services will be negotiated with the Client prior to commencement of additional services and will be billed in accordance with the Fee Schedule dated January 1, 2012.

**Insurance**

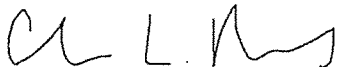
CR Engineering carries general liability and professional liability errors and omissions insurance. Evidence of coverage is available upon request.

**Agreement**

This proposal is valid if accepted within 90 days of its date. If this is acceptable, please indicate by signing below or execute an agreement. This will serve as our notice to proceed. Fee arrangement will be renegotiated if project is placed on hold for more than 180 days.

Sincerely,

CR ENGINEERING



Christopher L. Rounds, PE

ACCEPTED AND AGREED TO:

By: \_\_\_\_\_

For: Truckee Meadows Water Reclamation Facility

Date: \_\_\_\_\_