

ATTACHMENT A: CONSULTING SERVICES AGREEMENT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the CITY OF RENO, hereinafter referred to as "CITY" and BJG, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, the CITY wishes to secure services for the structural evaluation of the Truckee Meadows Water Reclamation Facility, hereinafter referred to as "PROJECT."

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

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 as part of this agreement as set forth in Attachment A, consisting of 2 pages, which is incorporated herein by this reference as if set forth in full herein. However, should any term and condition in the Attachment contradict a term of this Agreement, the terms and conditions of this Agreement shall control.

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.

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 of this Agreement, and shall continue until completed. All documents and materials shall be prepared in a timely manner, adhering to the schedule set forth in Attachment A.

5. Compensation.

5.1 Compensation for services performed as described in Article 2, for the duration identified in Article 4 of this Agreement shall be payable as shown on Attachment A for a total not-to-exceed figure of \$73,800.00. This total not to exceed figure includes costs as well as fees.

5.2 The CONSULTANT shall invoice the City of Reno for the total amount, and will be paid that amount by the City of Reno. The City of Reno will invoice the City of Sparks for reimbursement of the City of Sparks share (\$23,151.06).

5.3 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.

No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". This supplemental agreement must be approved by City Council. Further, such supplemental agreement must be executed prior to the commencement or performance of any additional work.

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.

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 construction for use in the performance of this Agreement or in connection with the improvements contemplated by this Agreement. The drawings and

specifications retained by the CITY may be utilized only for the project for which they were prepared, and not for the construction of any other project.

9. Skill Level of Consultant.

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.

The CONSULTANT shall maintain, during the term of this Agreement, an occurrence comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the CITY will accept certification of insurance issued by an authorized representative of the insurance carrier. Coverage must be provided by an insurance company licensed to do business in the State of Nevada with an A.M. Best Rating of A – Class VII or better. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the CITY as an additional insured, if the policy so allows and at the expense of the CITY, if there is a cost.

CONSULTANT shall maintain during the term of this Agreement and for six years after the completion of the project errors and omissions insurance, with each subsequent renewal having a retroactive date which predates the date of this Agreement, in the amount of not less than one million dollars (\$1,000,000). As evidence of errors and omissions insurance coverage, the CITY will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written day notice of cancellation to the certificate holder.

11. Indemnification.

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

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

c. 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.

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.

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.

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. Workmen's Compensation Insurance.

CONSULTANT shall carry during the term of this Agreement, Workmen's Compensation Insurance under the laws of the State of Nevada, to cover any compensable injuries or diseases arising during the performance of this Agreement.

16. Business License.

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

17. Compliance with Legal Obligations.

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.

18. Employment Opportunity.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color national origin, sex, sexual orientation or age. 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.

19. 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
Director of Public Works
If by personal service
1 East First Street, 7th Floor
Reno, NV 89501
If by mail
P.O. Box 1900
Reno, NV 89505

CONSULTANT: BJG
George Ghusn, Jr. SE, President
6995 Sierra Center Parkway, Suite 200
Reno, Nevada 89511-1010

20. Assignment.

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.

21. Integration.

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.

22. Governing Law and Jurisdiction.

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.

23. Suspension of Work.

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 24 of this Agreement.

24. Termination of Work.

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.

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.

25. Dispute Resolution.

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.

Unless the parties mutually agree otherwise, mediation will be in accordance with the Construction Industry 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.

26. Attorneys' fees.

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

27. Severability.

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.

28. Due Authorization.

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

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

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

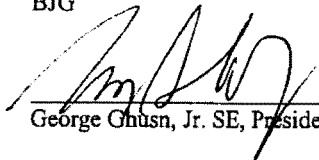
CITY OF RENO

ATTEST:

Robert A. Cashell, Sr., Mayor

Reno City Clerk

BJG



George Ghisn, Jr. SE, President

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

ATTACHMENT "A"

BJG ARCHITECTURE + ENGINEERING

September 22, 2011

Mr. Robert Lee

Via email: leer@reno.gov

Re: Truckee Meadows Water Reclamation Facility Structural Evaluation Services Proposal

Dear Robert:

Thank you for asking us to provide this proposal. This work will involve the following tasks:

1. Create a general reference floor plan of the TMWRF affected areas using primarily record drawings. This would be a Revit 3-D model of limited detail to show the relative positions of all major items as needed for the structural review. The detail level would include the external geometry of existing structural walls, floors and roof structures for the various buildings. The model can be enhanced in the future as additional work is performed. This piece is critical to provide an accurate map of the facility to use as a basis for evaluation of the various areas. As we discussed, Revit is a standard Autodesk product and will generate AutoCAD files on demand of any portion or view of the model.
2. Field visual review of walkways, corridors and stairs for signs of deterioration and damage. Field review may involve limited non-destructive testing and recommendations for destructive testing where appropriate to determine the extent of damage. Non-destructive testing, such as hammer and chain runs are included in our proposal. Destructive testing would be additional and would best provided by a competent concrete contractor outside of our contract.
3. Field visual review, in concert with TMWRF staff, of various concrete tanks and other works for deterioration due to exposure to effluent, chemicals or other processes.
4. Assistance in selection of new coating systems for walking surfaces and process concrete structures. We will work with TMWRF staff and knowledgeable representatives of manufacturers to determine cost effective solutions for exposed concrete protection.
5. Development of repair techniques for limited damage scenarios where concrete can be repaired using a repair mortar and rebar is sound. This general technique can be reused with only evaluation of the field condition for applicability, rather than a unique design each time.
6. Development of a prioritized list of recommended areas for further (destructive or specialized technique) investigation as determined with the field reviews above. This includes the final report with printed plans for field use. This report will have a keyed plan of photos and keyed descriptions of areas where additional work is anticipated as well as discussion of the possible causes and mitigation techniques.

Deliverables:

- Report outlining findings and recommendations electronic and paper copies.
- Complete Revit model computer file developed for this study.
- AutoCAD backgrounds output from the Revit model.

SECTION 1: PROJECT SPECIFIC TERMS AND CONDITIONS

Design Services Included

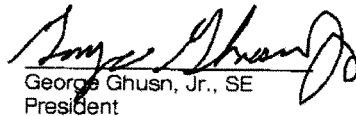
Items 1-4 from the list above	\$ 50,300.00
Item 5	\$ 5,500.00
Item 6	\$ 18,000.00

Total Fees: \$ 73,800.00

ACCEPTED AND AGREED TO:

BY: _____

BY:


George Ghush, Jr., SE
President

FOR: _____

FOR: B|G | ARCHITECTURE + ENGINEERING

DATE: _____

DATE: September 8, 2011

