

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and Stantec Consulting Services Inc. ("Consultant"), collectively (the "Parties").

WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the **"South Truckee Meadows Steamboat Lift Station and Force Main"** (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in Exhibit "A", Scope of Work (the "Services"); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2024,

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than December 31, 2026, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A, Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement unless waived in writing by the County.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Consultant's compensation shall be determined on a time and material basis, in accordance with the Fee Schedule described in Exhibit "B", which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of **\$740,674.00**. Consultant shall satisfy its obligations hereunder without additional cost or expense to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit B. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Consultant. The actual costs charged for the work by Consultant in accordance with this

provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after forty-five days.

3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than December 31, 2026. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and

omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 7 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor, is not entitled to benefits provided to employees of the County, is solely responsible for federal taxes and social security payments applicable to money received for services herein provided and understands the County will file an IRS Form 1099 for all payments made to Consultant. Consultant shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

ARTICLE 8 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

ARTICLE 9 - COUNTY'S RESPONSIBILITY

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

ARTICLE 10 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County.

ARTICLE 11 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

ARTICLE 12 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 13 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing on the date of delivery, or, if deposited in the United States mail, postage prepaid, to the address specified below, three days after the date of mailing:

To County:

Eric Crump, Director
Washoe County Community Services
1001 East 9th Street
Reno, NV 89512

To Consultant:

John Buzzone, P.E., Principal
Stantec Consulting Services Inc.
5390 Kietzke Lane, Suite 103
Reno, NV 89511

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 14 - UNCONTROLLABLE FORCES

Neither County 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 person for any of the supplies, materials, accesses, or services required to be provided by either County 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 plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County 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 obligations of this Agreement.

ARTICLE 15 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

ARTICLE 16 - MISCELLANEOUS

16.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

16.2 Severability

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

ARTICLE 17 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit, and then any other agreement / exhibits.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 19 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent

consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 20 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

ARTICLE 21 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. Exhibit “C” Insurance Specifications is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

ARTICLE 22 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE 23 - ORGANIZATION’S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

Dated this 18th day of June, 2024

By



Chair,
Washoe County Commission

CONSULTANT:

Dated this 18th day of June, 2024

By



John Buzzzone, P.E., Principal
Stantec Consulting Services Inc.



Stantec Consulting Services Inc.
5390 Kietzke Lane, Suite 103
Reno NV 89511-2302

May 10, 2024

Project/File: 181301113

Rosaura Gallagher
Washoe County Community Services Department
1001 E. Ninth St.
Reno, NV 89512

Reference: Proposal for Construction Management Services – South Truckee Meadows Steamboat Lift Station and Force Main

Dear Rosaura,

Stantec Consulting Services Inc. (Stantec) is pleased to offer Washoe County (County) construction management services for the South Truckee Meadows Steamboat Lift Station and Force Main project. As you are aware, Stantec prepared the design for the new lift station and force main and is intimately knowledgeable of the project details. This proposal presents the services Stantec proposes to provide during the construction activities and the estimated budget for those services.

INTRODUCTION

The project generally consists of the construction of a replacement lift station, a new force main, a new reclaimed water line, a parking lot, and the decommissioning of the existing lift station as indicated in the project drawings and specifications. The construction services described herein are grouped into specific tasks for administrative purposes and described in detail below. In the performance of these services, Stantec will contract with Construction Materials Engineers, Inc. (CME, geotechnical consultation services), ControlPoint Engineering (electrical engineering services), Western Botanical Services, Inc. (erosion control specialists), and Kautz Environmental Consultants, Inc. (cultural resource services).

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

Stantec's project management services include administration, preparation of a project implementation plan, preparation of a site-specific health and safety plan, subconsultant contract management, project progress and budget monitoring, billing, and office support services to manage the project. Stantec anticipates the County will issue an Administrative Notice to Proceed (NTP) for equipment procurement on approximately May 10, 2024 followed by a Construction NTP on approximately August 19, 2024. Stantec anticipates construction will be completed by approximately September 13, 2025. Based on this construction schedule, the total project duration is anticipated to be 76 weeks. Stantec assumes that Project Management services will be required for the duration of the project.

Deliverables: Deliverables under this task includes monthly progress billing, project implementation plan and health and safety plan.

Reference: Proposal for Construction Management Services – Steamboat Lift Station

TASK 2 – CONSTRUCTION MEETINGS AND SITE VISITS

Stantec will attend various construction meetings as described below. Additionally, Stantec's design team will conduct site visits to monitor construction progress and resolve construction issues as they may arise as noted below.

Task 2.1 – Preconstruction Meeting

Stantec will prepare an agenda for the Preconstruction Meeting. Stantec team members to attend the meeting will include the Construction Manager (John Buzzzone), the Project Technical Lead (Gabe Aronow), the Project Engineer, the Landscape Architect, the Structural Engineer, Geotechnical Engineer, Horizontal Directional Drilling Engineer, the Electrical Engineer. Following the meeting, Stantec will prepare meeting minutes. Stantec assumes the Preconstruction Meeting will last no longer than four (4) hours and will be held in person at the County's office.

Deliverables: Meeting agenda and meeting notes.

Task 2.2 – Construction Progress Meetings

During the four-month procurement period, Stantec's Construction Manager will attend construction progress meetings held every other week (a total of 66 meetings). It is assumed attendance at these meetings will be by teleconference call or on-line. Stantec assumes that each meeting will require no more than one hour. Stantec understands that Washoe County will prepare meeting agenda and notes. If desired, Stantec will provide review comments of the meeting agenda and notes.

Deliverables: Meeting agenda and notes review comments.

Task 2.3 – Stantec Design Team Site Visits

Stantec anticipates design staff (civil, mechanical, horizontal direction drilling, geotechnical, or structural design) will make the following number of site visits during construction to resolve construction issues, monitor project execution, and assist as needed:

Civil/Mechanical Engineer: five (5) site visits

Electrical Engineer (ControlPoint): four (4) site visits

Structural Engineer: five (5) site visits

Horizontal Directional Drilling Engineer: five (5) site visits

Geotechnical Engineer (CME): five (5) site visits

These visits are provided to help resolve discipline-specific construction issues as they may arise, observe construction progress, interpret design intent, and help evaluate conformance with the contract documents. Each site visit is expected to require up to eight (8) hours. If possible, site visits will be coordinated with other project needs to minimize travel and labor expenditures, but for this proposal, they are assumed to require separate visits.

Assumption: Materials testing and specialty inspections support will be provided by CME directly through the County.

Deliverables: Field notes and directives for corrections or changes, as may be appropriate.

Reference: Proposal for Construction Management Services – Steamboat Lift Station

Task 2.4 – Revegetation and Landscape Site Visits

Stantec's Landscape Architect will make visits to the site during landscape activities to observe the health and condition of the delivered plants prior to planting and to make any final adjustments to the planting plan. During these visits, the Landscape Architect will also observe soil amendment practices and the installation of the irrigation system.

Prior to the revegetation of disturbed natural areas, Stantec's revegetation subconsultant (Western Botanical Services) will visit the site to observe areas to be seeded for compliance with the design's preparation requirements and again after seeding to confirm seed application rates were achieved.

The landscape and revegetation visits are expected to require no more than four (4) hours each. For each visit, a site observation log will be prepared that will include any recommendations or corrective actions for observed deficiencies.

Landscape Architect: two (2) site visits

Revegetation (Western Botanical Services): two (2) site visits

Deliverables: Observation log.

TASK 3 – ENGINEERING SERVICES DURING CONSTRUCTION

Stantec's design team will coordinate with the County to prepare responses to construction documentation. Stantec understands that the County will establish an on-line construction document service (e.g., eBuilder) where the Contractor can upload construction documents for Owner and Engineer review and comment. Stantec will support the use of the on-line construction document service and will post responses to construction documentation to the on-line service for the County's review and concurrence before issuance to the Contractor. Construction documentation to be reviewed and responses prepared and posted to the on-line service are expected to include the following tasks:

Task 3.1 – Contractor Submittals

Contractor submittals (shop drawings, equipment, materials, schedule, construction plans, etc.) will be reviewed for compliance with the contract documents and design intent. Submittals will be marked with review comments and corrections required and will include a summary page noting review status (no exceptions taken, rejected, revise and resubmit, etc.). Submittals will be processed as PDF files and provided to the County for its review and concurrence prior to issuance to the Contractor.

Stantec estimates 80 Contractor submittals will be received from the Contractor. The quality and completeness of the Contractor's submittals is a function of the Contractor's diligence and competency. However, Stantec anticipates that of the 80 submittals reviewed, 20 will need to be resubmitted and reviewed. Thus, Stantec assumes a total of 100 submittals will be reviewed and responses prepared. Stantec assumes the review and response preparation for each submittal will require an average of four (4) hours.

Deliverables: PDF submittal review comments.

Task 3.2 – Requests for Information

Stantec will prepare responses to Requests for Information (RFIs) submitted by the Contractor and clarify the design issue. RFIs may be received as informal or formal requests for clarification. Informal RFIs are simple matters that can be resolved in the field or by a brief email and do not modify the design intent or the contract documents. Formal RFIs are more complicated and typically require input by the design engineer

Reference: Proposal for Construction Management Services – Steamboat Lift Station

and require a formal response. Formal RFIs may modify the design to resolve a construction issue or may (but not necessarily) have an impact on the contract value. Stantec will prepare responses to formal RFIs submitted by the Contractor through the on-line service eBuilder. The number of RFI's often depends on the competency and management approach of the Contractor, which is beyond the control of Stantec or the County. Stantec assumes the Contractor will submit 50 formal RFIs and that it will require an average of five (5) hours to prepare a response for each RFI.

Deliverables: PDF RFI responses issued through eBuilder.

Task 3.3 – Quotation Requests

Changes in construction sometimes arise during a project that require the Contractor to perform additional work. These can arise as Owner-directed changes or to resolve construction issues due to unforeseen conditions. Stantec's design team will assist the County with the preparation of Quotation Requests (QRs) to address these conditions. Stantec will evaluate the Contractor's quotes, assist with scope and cost negotiations as required, and make recommendations to the County for approving or rejecting quotes. QR's often include the preparation of drawings, details, and specifications to support the change to construction. The budget estimated for this task assumes up to five (5) QRs will be prepared. Stantec assumes that each QR will require an average of six (6) hours to prepare, review, and make recommendations for implementation. However, the ultimate effort required to facilitate QRs is not possible to quantify at this time.

Deliverables: PDF documentation as appropriate for each QR.

Task 3.4 – Work Change Directives

Stantec's design team will prepare and/or provide support for Work Change Directives (WCDs). WCDs are typically issued to change the construction to resolve a construction issue or address an Owner directed change, but typically do not have an impact on the contract value. Tasks associated with a WCD will typically include the preparation of drawings, details, and specifications as required to support the change to the construction. The budget established by this Scope of Work assumes Stantec will assist with the preparation of up to five (5) WCDs. Stantec assumes that each WCD will require an average of eight (8) hours to prepare. However, the ultimate effort required to facilitate WCDs is not possible to quantify at this time.

Deliverables: PDF documentation as appropriate for each WCD.

Task 3.5 – Factory Test Witnessing

ControlPoint will provide Witness Testing at the System Supplier's facility for the Main Switch Board (MSB), Power Panel (PP), and PLC Control Panel as required in the project specifications. We assume the Witness Testing will be completed in two (2) days (8 hours each) and the budget presented herein includes travel expenses.

Assumptions: Witness testing occurs in Northern California or Northern Nevada.

Deliverables: Observation notes for Witness Testing.

Task 3.6 – Project Coordination

The Construction Manager will serve as the senior lead to coordinate office engineering activities and will provide QA/QC review of all construction-related documents. These services will include activities such as downloading construction documentation (submittals, RIFs, etc.) for distribution to the design team, gathering relevant information needed for submittal and RFI review, coordinating design team activities, assisting the County with the review of testing results (e.g., concrete test breaks, soil density tests, pressure

Reference: Proposal for Construction Management Services – Steamboat Lift Station

test results, etc.), responding to questions from the County regarding design intent or contact requirements, assisting the County with responses to informal RFIs, and provide QA/QC review of construction document review(e.g., submittals, RFIs, etc.). The Construction Manager will serve as the primary point of contact for the County. From experience on previous projects, Stantec assumes an average of 5 hours per week for 76 weeks will be required, which was used in establishing the budget.

In addition, Stantec's Project Engineer will assist the Construction Manager investigate and resolve construction related issues as they arise. Stantec assumes the Project Engineering will provide assistance for one (1) hour each week for a total of 76 weeks.

Deliverables: Deliverables under this task include email responses to informal RFIs, questions regarding test results, and questions regarding design intent/requirements.

TASK 4 – CONSTRUCTION OBSERVATION

Stantec will provide construction observation services during the execution of the construction work. Stantec understands that materials testing and special inspections will be performed by Construction Materials Engineers (CME) under a contract executed with the County. Services to be provided by Stantec are described in the following tasks:

Task 4.1 – Field Services

Stantec understand that Washoe County will self-perform construction observation services to confirm conformance with the plans, specifications, and industry codes and standards. This will include verification that installed materials and equipment are consistent with approved submittals. This will include the coordination of the materials testing, special inspections, and observe required contractor performance tests (e.g., pipe pressure testing, hydraulic structure water tightness, etc.). When deficiencies or noncompliant work are identified, and when necessary to resolve, Washoe County will notify Stantec of the condition and provide any relevant information necessary to develop corrective remedies to resolve the issue.

However, Stantec's electrical engineering subconsultant, ControlPoint, will make up to five (5) visits (in addition to the inspections noted in Task 2) during construction to observe the work for conformance with the plans and specifications. Each visit is assumed to last no more than four (4) hours and will be completed by the electrical engineer. When deficiencies in electrical work are observed, they will be brought to the Contractor's attention and noted in a daily field log.

Additionally, Stantec's revegetation subconsultant, Western Botanical Services, will make up to four (4) site visits to observe work for conformance with the plans and specifications. Stantec assumes that each site visit will require no more than four (4) hours.

Deliverables: Daily field logs describing work observations and work deficiencies requiring correction.

Task 4.2 – Cultural Resource Monitoring

Stantec's subconsultant Kautz Environmental Consultants, Inc. will perform cultural resource monitoring in conformance with the Memorandum of Agreement (MOA) between the US Army Corps of Engineers and the Nevada State Historical Preservation Office for the Talus Valley Project. The MOA requires monitoring for the presence and avoidance of cultural resources during earth-disturbing activities occurring on APN 165-011-47 (the Daybreak Property). Stantec assumes that monitoring will be required for a total of 15 days and for eight (8) hours each day and will be performed by an archaeologist and a tribal representative. This effort will include any pre-work permitting and weekly reporting letters as may be required by the US

Reference: Proposal for Construction Management Services – Steamboat Lift Station

Army Corps of Engineers. At the completion of the monitoring, a summary report will be prepared for submission to the US Army Corps of Engineers.

Should monitoring identify a cultural resource, a stop-work notice will be prepared and provided to the Contractor to protect the resource. Based on the nature of the find, Stantec will prepare a separate fee estimate to develop a plan to manage the discovery for the County's consideration.

Deliverables: Weekly cultural resource monitoring summary letters, and a post-monitoring summary report.

TASK 5 – STARTUP ASSISTANCE AND PROJECT CLOSEOUT

Stantec's services under this task include project startup assistance, substantial completion and final completion inspections, preparation of substantial completion and final completion punch lists, and the preparation of record drawings. Project closeout services include coordination and assembly of documentation for submittal to the City of Reno Building Department for issuance of the Certificate of Occupation and permit closeout. Specific details of the closeout tasks are described below.

Assumption: PLC and SCADA programming services will be provided by Sierra Controls through County via the construction contract, and it is assumed that they will be present during and support start-up and troubleshooting services.

Task 5.1 – Project Startup

Stantec's design staff will provide assistance with the startup of the lift station and associated pump, cycle, and cleaning functions. The goal of the startup assistance is to get the lift station in an operating condition that will allow the Contractor to initiate performance testing. These services will include advice and guidance on operational strategies, observing startup in compliance with the operational intent, comparing as-built performance with design criteria and control strategies, and coordination between County operations staff and the Contractor for startup activities. Stantec understands that the Contractor will prepare and submit a startup plan. Stantec will review this plan and provide comments and suggestions (effort for the review is included in the submittal review Task 3.1 above).

Stantec anticipates Civil, Mechanical and Electrical design staff will visit the site to observe startup activities and help resolve issues as they may arise (eight hours per visit):

Construction Manager: two (2) site visits

Project Engineer: two (2) site visits

Civil/Mechanical Engineer: two (2) site visits

Electrical Engineer: two (2) site visits

Task 5.2 – Final Inspections

Upon Substantial Completion (date to be coordinated by the County, Contractor, and Stantec's Construction Manager), the project team will complete an inspection with the County to identify items requiring completion or not in conformance with the contract documents, applicable industry standards, or building codes. Stantec will prepare a punch list of items that need to be completed prior to Final Completion. Upon written request for Final Completion from the Contractor, Stantec's Construction Manager and Project Engineer will attend a final inspection and project walkthrough with representatives of the County and the Contractor. Stantec will note any items observed during the final inspection that still

Reference: Proposal for Construction Management Services – Steamboat Lift Station

need to be completed prior to the County's issuance of Final Completion. Stantec's Project Engineer will monitor the closeout of any remaining items and provide the County notice when all items are complete.

Construction Manager: four (4) site visits (4 hours per visit)

Project Engineer: four (4) site visits (4 hours per visit)

Civil/Mechanical Engineer: one (1) site visit (8 hours per visit)

Electrical Engineer (ControlPoint): one (1) site visit (8 hours per visit)

Landscape Architect: one (1) site visit (8 hours per visit)

Erosion Control Specialist (Western Botanical): one (1) site visit (8 hours per visit)

Deliverables: Punch lists and recommendations for acceptance of Final Completion.

Task 5.3 – Record Drawings

Stantec will prepare record drawings based on project changes recorded by the Contractor on its as-built drawings and as noted by Stantec's Project Engineer. One (1) set of full-size and one (1) set of ½-size record drawings will be provided to the County in PDF format. Stantec will also provide the electronic AutoCAD drawing files for future use.

Deliverables: Full-size and ½-size Record Drawings in PDF format and in AutoCAD.

TASK 6 – POST-CONSTRUCTION SERVICES

One- and Two-Year Warranty Inspections

Stantec's Project Engineer, landscape architect, and revegetation specialist will attend a one-year warranty inspection of the project with the County and its operations staff at approximately 11 months from Final Acceptance. Based on the findings of the site visit, Stantec will prepare a list of items that need to be corrected by the Contractor.

Stantec's revegetation specialist will perform a two-year post-construction inspection to identify areas where vegetation was not successful and provide recommendations to remedy any apparent problems. At that time, recommendations for the removal of the temporary irrigation system will also be made, as appropriate.

Deliverables: One-year and two-year warranty lists with recommendations.

TASK 7 – PROJECT CONTINGENCY

Additional services may be needed in support of the project but that are not defined at this time. This contingency task is being established to provide the County with a mechanism to assign additional tasks not included in the services described above. These may include additional construction observation, cultural resource discovery management, submittals, RFIs, QR or WCD development, or meetings to support extended scheduling, etc. When an additional contingency task is identified, Stantec will provide the County with a written description of the services to be provided and an estimated budget. The additional contingency task services will only be provided upon written approval from the County.

ASSUMPTIONS / EXCLUSIONS

Below are Stantec's assumptions/exclusions from this scope of work:

Assumptions:

Design with community in mind

Reference: Proposal for Construction Management Services – Steamboat Lift Station

- Staffing levels and budgets are estimates based on a competent Contractor with a qualified workforce completing the contract within the contract period. Additional costs for construction management and support services may be required if construction work extends beyond this schedule or if the Contractor's work requires Stantec's effort to exceed the services presented herein.
- Washoe County will provide and coordinate all material testing and special inspections.
- Washoe County will self-perform all construction inspection and observation and will provide Stantec copies of daily field logs when needed.
- Additional meetings and services beyond those identified herein can be provided as an additional service on a time and materials basis.
- Stantec's estimates of the time required to execute the project are noted above. Delays due to weather, unforeseen events, or the Contractor's inability to adequately perform the work could extend the active construction period and the required number of weeks of project management and construction observation services.
- The construction documentation services are limited to the documents noted above. Additional construction documentation services can be provided as an additional service on a time and materials basis.

Exclusions:

- Construction staking and surveying are not included.
- Material testing and special inspections are not included.

NOTE

Stantec assumes no responsibility for construction means, methods, techniques, sequences, procedures or for construction contractor's safety precautions and programs in connection with the Project.

SUMMARY OF PROPOSED BUDGET

Stantec is pleased to offer these services on a time and expense basis with a not-to-exceed project budget of \$740,674. A breakdown of the budget is provided in the table below. Stantec's individual task budgets are estimates only, and we reserve the right to adjust budget amounts between tasks, excluding the contingency task, as long as the total fee is not exceeded. Stantec's invoicing will be based on the Standard Fee Schedule in effect at the time the services are rendered. Stantec's fiscal year Fee Schedule for FY 2024 through FY 2028 is attached for reference.

Task Description	Estimated Budget
Task 1 – Project Management	\$89,307
Task 2 – Construction Meetings and Site Visits	\$101,322
Task 3 – Engineering Services During Construction	\$387,718

Reference: Proposal for Construction Management Services – Steamboat Lift Station

Task 4 – Construction Observation	\$45,382
Task 5 – Startup Assistance and Project Closeout	\$59,366
Task 6 – Post-Construction Services	\$7,579
Subtotal for Management Construction Services	\$690,674
Task 7 – Project Contingency	\$50,000
Total	\$740,674

Also attached is a spreadsheet with a breakdown of the task budgets and estimated labor hours by staff member. The spreadsheet also shows the current billing level and the current (FY2024) labor rate for each staff member. Please note that the labor estimates for construction document review associated with Task 3 is aggregated to four staff members (Construction Manager, Project Engineer, Project Technical Lead, and Structural Engineer) as placeholders. Construction documentation will be reviewed by the most appropriate staff/discipline as determined by the Construction Manager at the time the document is received from the Contractor.

SCHEDULE

Services under this agreement will begin immediately upon the execution of an agreement for services. As noted previously, Stantec anticipates a four-month procurement period followed by 56 weeks of construction activities. Specific aspects of the project schedule will be driven by the Contractor and its activities. Stantec will coordinate its activities with the Contractor and the project needs as work progresses.

We appreciate the opportunity to provide the County with this proposal for construction management services. Please let us know if you have questions or need additional information.

Thank you,

STANTEC CONSULTING SERVICES INC.



John Buzzone PE
Principal, Water
Phone: 775-398-1222
john.buzzone@stantec.com

Attachment: Stantec FY 2024 through FY 2028 Fee Schedules



SUMMARY OF BUDGET & LABOR BY TASK - Construction Services - Steamboat Lift Station

[illegible]



STANTEC CONSULTING SERVICES INC.
Reno Office
FEE SCHEDULE - FISCAL YEAR
(July 1 through June 30)

Listed herein is a schedule of fees for engineering, planning and surveying services most frequently performed by Stantec Consulting Services Inc. Invoices will be submitted on completion of a project and become due on presentation. For jobs lasting longer than four weeks, monthly progress invoices will be submitted and become due on presentation and in accordance with client contract conditions. Overtime and weekend work may be charged at time and one-half. Fiscal Year (FY) rates will increase each July 1st of the previous calendar year (e.i. FY 2024 rates will apply through June 30, 2024 and FY 2025 rates will apply from July 1, 2024 through June 30, 2025).

STAFF BILLING LEVELS

RATE / HOUR

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
3	\$128	\$131	\$138	\$145	\$152
4	\$135	\$138	\$145	\$152	\$160
5	\$152	\$156	\$164	\$172	\$181
6	\$158	\$162	\$170	\$179	\$188
7	\$172	\$176	\$185	\$194	\$204
8	\$179	\$183	\$192	\$202	\$212
9	\$187	\$192	\$202	\$212	\$223
10	\$196	\$201	\$211	\$222	\$233
11	\$210	\$215	\$226	\$237	\$249
12	\$222	\$228	\$239	\$251	\$264
13	\$231	\$237	\$249	\$261	\$274
14	\$250	\$256	\$269	\$282	\$296
15	\$263	\$270	\$284	\$298	\$313
16	\$280	\$287	\$301	\$316	\$332
17	\$289	\$296	\$311	\$327	\$343
18	\$290	\$297	\$312	\$328	\$344
19	\$300	\$308	\$323	\$339	\$356
20	\$311	\$319	\$335	\$352	\$370
21	\$330	\$338	\$355	\$373	\$392

OTHER DIRECT COSTS

Mileage (Or Current GSA Rate)	\$0.655 / per mile
Supplies	Cost + 10%
Outside Services	Cost + 10%

EXHIBIT C**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS
SOUTH TRUCKEE MEADOWS STEAMBOAT LIFT STATION AND FORCE MAIN****INDEMNIFICATION****CONTRACTOR Liability**

As respects acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this agreement.

CONTRACTOR further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONTRACTOR or its Sub-contractor in the performance of their CONTRACTOR services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and Professional 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 here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and \$ 3,000,000 as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONTRACTOR goes out of business during the term of this Agreement or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Coverage for claims arising out of CONTRACTOR'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
 - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
 - b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. 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. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.