

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2024, by and between the City of Reno, hereinafter referred to as the "CITY" and HDR Engineering, Inc., hereinafter referred to as "CONSULTANT":

WITNESSETH:

WHEREAS, CITY desires to obtain consulting services for the FEMA Flood Risk Map update/revision, 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.

ARTICLE II - SCOPE OF SERVICES

A. The Scope of Services is set forth in Exhibit A 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 are as set forth in Exhibit A. Any expenses or costs not listed in Exhibit A will not be paid.

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 \$158,687.00 and shall not be exceeded without written authorization of the CITY. 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. CONSULTANT may reasonably rely on the technical accuracy of documents and information furnished by the CITY.

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:
HDR Engineering, Inc.
Craig Smart, Associate Vice President
6750 Via Austi Parkway, St. 350
Las Vegas, NV 89119

To CITY:
City of Reno
Trina Magoon, P.E.
Director of Utility Services
1 East First Street
Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

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, to the extent caused by the negligent acts, 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'

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 O1 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 shall notify CITY if its insurance is reduced in coverage or in limits.

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, certified copies of all required insurance policies, at any time.

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 unless otherwise modified by either the Risk Manager or City Attorney.

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 CITYS' 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 CITYS' 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. Unless otherwise provided for herein, each party shall bear its own attorney's fees and court costs regardless of the outcome of any proceeding brought to enforce or interpret this Agreement. In no event shall any prevailing party in be entitled to an award of attorney's fees.

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. As used in this Article, Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

D. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

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

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 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. An electronic or 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-

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by the City of Reno and CONSULTANT have caused this Agreement to be executed, all as of the day and year first above written.

HDR ENGINEERING, INC.

By: Craig W. Smart
Craig Smart, Associate Vice President

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

By: _____
Susan Ball Rothe
Deputy City Attorney

EXHIBIT A

City of Reno/Washoe County Southern Reno Streams Remodeling and Remapping DRAFT: SCOPE OF SERVICES

Background

FEMA Region IX (FEMA) and the STARR team developed revised risk map products for Whites Creek, Thomas Creek, Dry Creek, Double Diamond Creek, Rosewood Wash and Bailey Canyon. The City of Reno (COR) contracted with HDR to review the hydrologic/hydraulic models and floodplain mapping for these watercourses and provide technical comments. HDR provided the key findings and issues with the models and the maps in January 2023. The comments were intended to be helpful to the FIS update process and to help the communities better understand these work products since they would form the basis for floodplain management into the future. With limited FEMA funding to address HDR's technical comments, the COR and Washoe County proposed to contract with HDR to revise the models and the maps for Whites Creek, Double Diamond Creek, Dry Creek, Thomas Creek and Bailey Canyon to correct the identified deficiencies. The COR and Washoe County will work with FEMA to incorporate the changes in the technical work products into this ongoing PMR. The COR proposes to ask FEMA to suspend mapping efforts for Rosewood Wash thus eliminating need to address comments related to Rosewood Wash.

It is assumed that some additional coordination with STARR II will be needed to obtain missing supporting data or clarification on assumptions used in their modeling effort. It is also assumed that FEMA and the STARR II team will process the revised models and mapping products to the Mapping Information Platform (MIP) and HDR will provide a technical report, revised hydrologic/hydraulic models and mapping products for FEMA's use and final formatting of the data for the MIP uploads.

There is a 2022 QL1 LiDAR data set in-process by the USGS for this area. The final data is not yet available, but if Washoe County or the City of Reno are co-sponsors of this LiDAR project, it may be possible to get interim preliminary products (classified LAS files or DEMs) in advance of final release that may help to support this work for areas with topographic changes such as the Bailey Canyon area.

TASK 1: Project Management

- a. **Project Setup:** The Contractor will conduct management activities related to the initiation of the project. These activities will include contract initiation, preliminary project review, and project document setup.
- b. **Invoicing & Progress Reports:** Schedule and budget progress will be reported through submission of monthly invoices. Invoices will be accompanied by brief progress reports.
- c. **Coordination:** HDR's Project Manager will work with COR and Washoe County to facilitate regular communication and transfer of information with the project team. Coordination with FEMA and the STARR II team is also anticipated to clarify decisions related to:
 - Non-levee embankments,
 - incorporation of the Double Diamond detention basin on Whites Creek,
 - obtain confirmation on reaches to be restudied or eliminated from the mapping effort,
 - reaches with or without-floodways, reaches to be modeled as 1D steady flow simulations,
 - terrain modifications,

- confirmation of the need for detailed studies for new or revised approximate Zone A reaches and the need for the full suite of Risk Map simulations (10, 25, 50, 100, 100+, and 500-year) for each detailed study reach and
 - which reaches will be modeled as 2D.
- d. Coordination will also be required to clarify schedule, data formatting and other submittal details, as needed. A set of technical coordination calls will be scheduled to confirm these technical approaches and to perform interim reviews of work products to confirm technical approaches before proceeding with subsequent tasks (terrain processing and incorporation of bathymetry and supplemental survey, hydrology, hydraulics, and floodplain mapping).
- e. **QA/QC:** HDR will conduct internal QA/QC tasks to deliver quality products.

Assumption:

- Project management tasks are estimated based upon anticipated project duration of approximately 6 months.
- Rosewood Wash has been excluded from the proposed hydrologic and hydraulic analysis.

Deliverables: Status Reports with monthly invoices

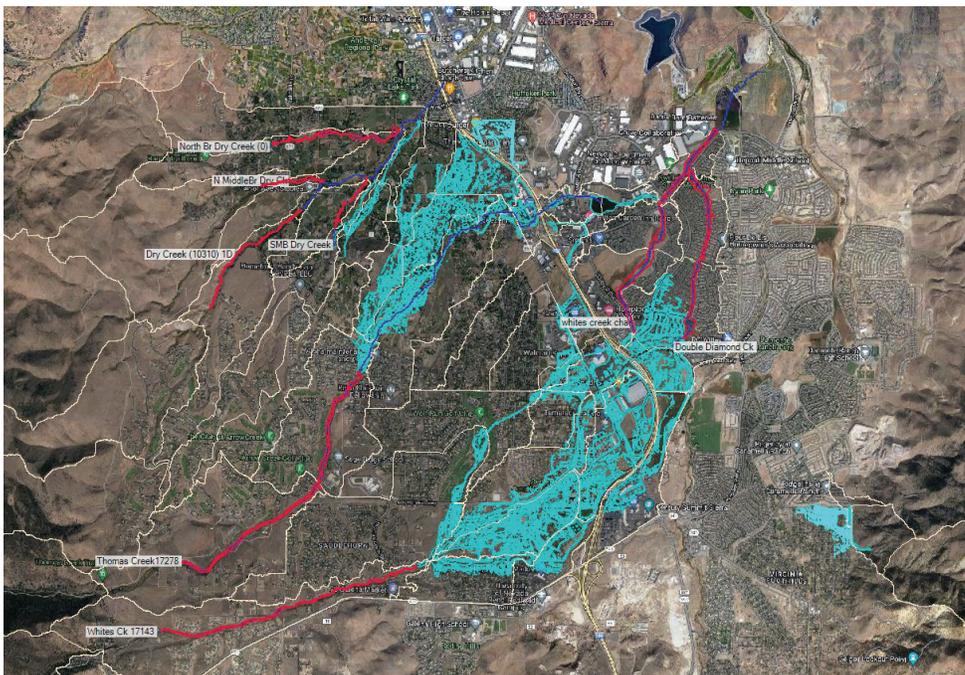


Figure1: Study Reaches

TASK 2: Data Review

- a. **Model Review:** HDR staff will perform additional review of the STARR II team hydrologic/hydraulic models, survey data and technical report to clarify and document the needed modifications.
- b. **Structure Survey data Review and Field Verification:** HDR staff will review the survey supplemental data provided by STARR II team at the structures. This may need some field verifications by HDR staff.
- c. **Additional Survey:** HDR staff will review survey data provided as supplemental data by the STARR II team to identify missing structures that would need additional survey or field verification.
- d. **Channel Survey data review:** STARR II team provided supplemental survey data that could include some channel survey. HDR will review these data and if verified, this will be merged with the 2017 LiDAR data terrain.

Task 3: Field Reconnaissance and Survey:

- a. **Field Reconnaissance:** In order to better parameterize the hydraulic model, HDR will conduct field visits to take photos, make basic structure measurements, and develop field sketches for the structures that have missing information in the supplemental data provided by the STARR II team.
- b. **Survey:** HDR will subcontract with a local surveyor (Robison Engineering) to survey the Whites Creek Irrigation Diversion structure. There will be a contingency budget for the subcontractor to survey additional structure during the project time.

Assumptions:

- An overall budget reserve has been established to cover field surveying needs, should additional survey be required for up to 2 days of additional effort. Specific field survey tasks will be identified by SUB-CONSULTANT and task requests will be submitted in writing.
- Data will be in NAD 83, State Plane Feet, Nevada West (FIPS 2703) horizontal datum and NAVD 88 vertical datum.

Deliverables:

- Certification letter from the surveyor
- ASCII and GIS shape files for surveyed data
- Photo log
- Field Sketches

Task 4: Terrain Refinement:

- a. **LiDAR Data:** 2017 QL1 and QL2 USGS LiDAR data set will be downloaded and processed at 1 foot grid resolution. HDR staff will use “ground” classified point data to interpolate a grid dataset using LP360 and ESRI’s ArcMap capabilities.
- b. **Terrain Modification and Channel Data:** Surveyed inverts at the culverts will be used to create Terrain modification patches for the necessary reaches. If available and verified from STARR II supplemental data, channel data will be merged in 2017 LiDAR data.

- c. **Merged Terrain:** A final merged terrain will be developed using the terrain modification patches, surveyed structures including the irrigation diversion structure on Whites Creek.

Assumptions:

- HDR will review available data and use aerial imagery and field verifications to correct the terrain as needed
- Data will be in NAD 83, State Plane Feet, Nevada West (FIPS 2703) horizontal datum and NAVD 88 vertical datum.
- Terrain surface will be developed in grid (.tif) format
- Terrain surface will be developed at no coarser than a 2 ft. grid cell resolution

Deliverables:

- Terrain data as .tif file
- Digital Contour data at a 2 ft. resolution

Task 5: Hydrology

The STAR II team used the State of Arizona's technical criteria which has hydrologic criteria (Green Ampt method) specific to Arizona vegetation and a methodology that is not incorporated into local drainage design criteria manuals making the use of these models for floodplain management more challenging for the COR and Washoe County. HDR proposes to use Washoe County Regional Hydrologic Criteria Manual as guidance to revise the hydrology using the SCS Curve Number method with some modifications to watershed subbasin boundaries to improve flow input locations to the hydraulic models. Hydrologic tasks are as follows:

- a. **Basin Delineation:** HDR reviewed the STAR II HEC-HMS model and concluded that additional concentration points especially in the lower basins of Whites Creek, Double Diamond Creek and Dry Creek are needed to correctly route the flow in HEC-RAS 2D Model.
- The resulting sub-basins will represent areas of relatively homogeneous soils, land use, and vegetation cover type. Because the lower portions of the overall watershed tend to be more developed than the upper portions of the watershed, those areas will be more heterogeneous in terms of land use conditions. This may result in smaller sub-basins in the lower area of the overall watershed, while the upper sub-basins will tend to be larger.
- b. **Land use development:** The USGS NLCD Layer used by the STARR II team is a remotely sensed product that makes assignments of land cover based on returns from multi-spectral sensors. The ability of the sensors to accurately define the surface cover being detected is a function of how well the interpretation software is trained and the resolution of the sensors. As a result, the product is often not very accurate and often needs to be augmented to create a defensible land use file.

HDR proposes to create a new land cover file using aerial imagery. Shapefiles consisting of homogeneous land cover and consistent cover density areas will be delineated in Arc GIS and used in hydrologic calculations.

- c. **Soil Data:** Soil survey data will be acquired in electronic format from the Web Soil Survey website (<https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>). Minor soil will be analyzed if the dominant soil coverage is less than 90% of the soil unit.
- d. **Lag Time Calculations:** STARR II team's hydrologic model development included development of standard lag time for their subbasins for the Clark Unit Hydrograph method. These results and unit hydrograph method will need to be verified for consistency with local standards and values will be computed for new subbasins. The Muskingum-Cunge method will be used for channel routing.
- e. **CN calculation:** Precipitation losses will be estimated using the SCS Curve Number method. Development of runoff curve numbers will follow methodology outlined in the US Department of Agriculture's (USDA) Technical Reference 55 (TR-55) Urban Hydrology for Small Watersheds and National Engineering Handbook, Chapter 4. Composite curve numbers will be derived for each of the (approximately 60 or more) sub-basins using hydrologic soil group data and land cover estimates.
- f. **NOAA 14 Atlas for Precipitation:** The mean rainfall depth for each individual subbasin within the watershed will be estimated using National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation Frequency Estimates, Volume 6 (Nevada) Grid data and ArcGIS Zonal Statistics tool. The HEC-HMS frequency storm temporal distribution with a center-weighted 24-hour storm duration will be used as rainfall temporal distribution in the HMS model. Adjustments to spatial variability will be applied based on depth-area reduction guidance from NOAA documents.
- g. **HMS Model Development:** A rainfall-runoff model will be created using the U.S. Army Corps of Engineers Hydrologic Modeling System (HEC-HMS), Version 4.10 or later to simulate the rainfall-runoff process. The HEC-HMS model will be run for the same frequencies used by FEMA (where appropriate) 2-, 10-, 25-, 50-, 100-, 100+ and 500-year recurrence intervals with a 24-hour storm duration to calculate the peak flow reaching the studied streams.

Assumptions:

- This scope assumes that STARR II models that use the full suite of Risk Map frequencies will be applied to revised models where reaches are to be detailed study reaches. Changes to detailed/approximate study reaches could change the level of effort for hydrologic analysis.

Deliverables:

- Hydrologic Analysis Technical Report
- Revised hydrologic models
- Revised GIS files for changed sub-basin boundaries and reaches

Task 6: Hydraulics- Dry Creek

- a. **Dry Creek main:** There is an existing FEMA effective 1D steady state with a floodway for this reach of Dry Creek using HEC-2. This reach was not modified or updated by the STARR II team even though the hydrology was changed. This may result in unresolved vertical tie-ins that could need to be addressed without updating this reach. The STARR II team included another reach upstream of the existing effective FEMA model as 1D steady state model using HEC-RAS with a floodway. HDR proposes to revise this entire reach as a 1D steady state model (with a floodway) with better available terrain data and revised hydrology.

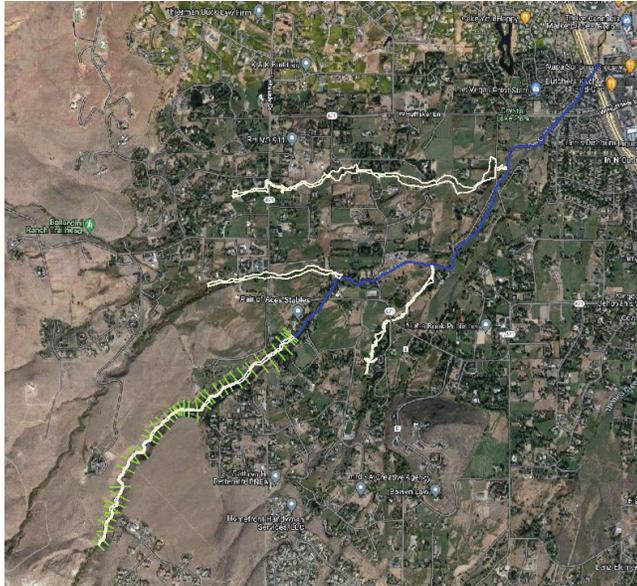


Figure 2A: Dry Creek Reaches

- b. **North and North Middle Branch Dry Creek:** STAR II Team used a 1D steady flow HEC-RAS model with floodway for these two reaches. HDR proposes to review this model and make edits as needed. These two tributaries can be combined with Dry Creek main 1D model or maintained as separate models. Final model would be a 1D steady state model with no floodway.

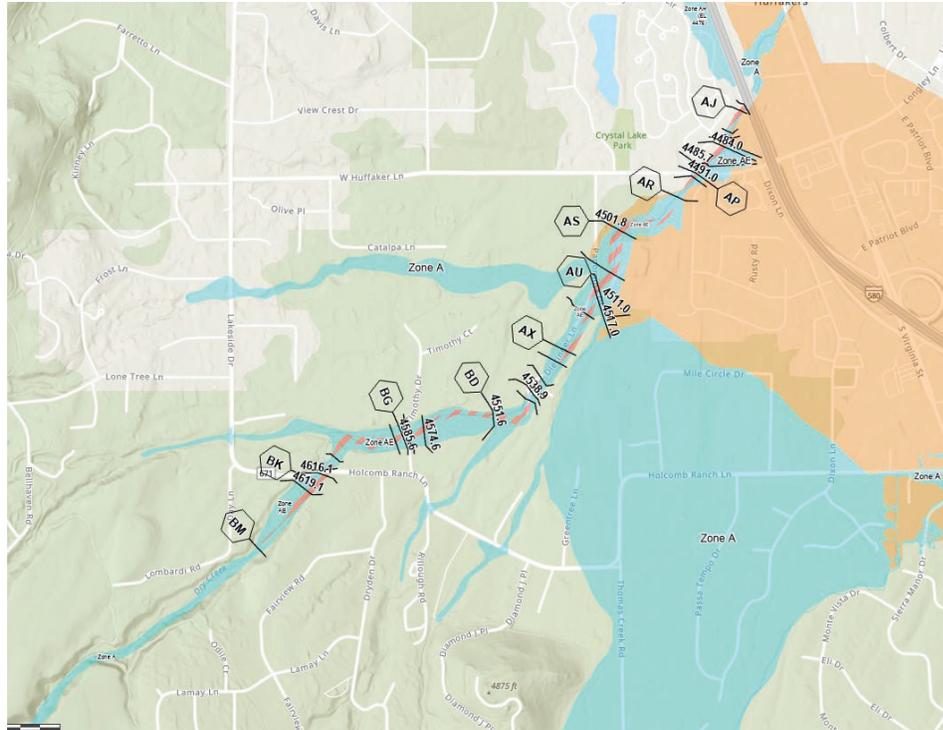
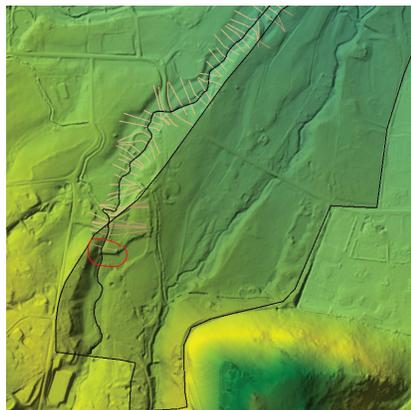


Figure 2B: Dry Creek Reaches

- c. **South Branch Dry Creek:** The 2D model provided by STARR II team will be revised by HDR for correctness. Mesh refinements, breakline edits, SA 2D connections will be reviewed and updated. Flows from revised HEC-HMS will be utilized.
- d. **South Middle Branch Dry Creek:** STARR II team modeled this reach as a 1D steady state with floodway to replace an existing approximate Zone A reach. The upstream contribution to this reach appears to be based on the assumption that fill placed by the property owner at this location (preventing this overflow) will be treated as a “non-levee embankment”. HDR Proposes to include this reach as part of main Dry Creek 1D model or to be included in the 2D model for South Branch Dry Creek.



Assumptions:

- Dry Creek Effective FEMA model will be provided
- Flow split for South Middle Branch Dry creek is based of natural conditions or non-levee embankment to be confirmed with FEMA. The entire upper channel was filled,

so this may not be a needed analysis or performed with approximate methods.
Update: In the meeting we talked about discussing this with FEMA and STARR II team.

Deliverables:

- Revised three 1D and one 2D hydraulic models.

Task 7: Hydraulics- Whites Creek and Double Diamond Creek

- Whites Creek u/s model:** STAR II team developed a 1D steady state model with a floodway upstream of the flow split location. This model will need to be reviewed in detail and edited as needed. Final model would be a 1D steady state model with no FW.
- Whites Creek 2D model:** Extending from Canyon mouth to Whites Creek channel, STARR II team developed a 2D HEC-RAS model. HDR staff will update this model with revised cell alignments, breaklines, SA 2D connection lines for 47 structures and inflows from revised HEC-HMS model at correct locations. The irrigation diversion structure will need to be correctly represented in the mesh configuration.
- Whites Creek d/s model:** HDR proposed to remodel the STARR II team 1D steady state (with floodway) model for the d/s Whites Creek channel as an extended 2D model with no floodway. Need of floodway seems unnecessary as the floodplain is confined to existing constructed channel and wetland right-of-way.
- Double Diamond Creek model:** The results from the 1D steady state model by the STARR II team showed flow bifurcations at multiple locations that were not being represented correctly in the extents of the proposed hydraulics. HDR proposes to model this reach as a 2D model combined with Whites Creek d/s model to better simulate these flow bifurcations. HDR does not feel that modeling this reach with a floodway is beneficial. This reach is fully developed, and the channel is constructed within a fixed right-of-way. The final model will be a 2D HEC-RAS model with no floodway.

Assumptions:

- Floodways will be eliminated for Whites Creek and in the Double Diamond area flow paths
- Models will consist of an upstream 1D steady flow model and a single 2D model from the Whites Creek split flow location to the downstream limit of the STARR II study.
- Supplemental survey data will be obtained as a part of this effort to more accurately define the flow split between the various branches of Whites Creek.
- City will provide the as built data for the detention basin.

Deliverables:

- Revised one 1D and one 2D hydraulic models

Task 8: Hydraulics- Thomas Creek

- a. **Thomas Creek u/s model:** This reach of Thomas Creek is within a very rural area with larger lots and the floodplain is mostly confined to the channel, making encroachment requests less likely. The STARR II floodway for this reach is also mostly coincident with the floodplain 100-year floodplain. HDR will make edits to the 1D steady state model (without floodway) provided by the STARR II team. This model ties into a 2D model in the downstream reach. The water surface elevation at this tie-in location will be investigated further to correctly tie-into the 1D and the 2D HEC-RAS models.
- b. **Thomas Creek d/s model:** HDR staff will update the 2D HEC-RAS model provided by the STARR II team with:
- Incorporate higher resolution terrain
 - incorporate approximate channel bathymetry to connect measured culvert invert surveys
 - mesh refinements to better capture terrain
 - Improve SA 2D connection lines for approximately 50 structures
 - revise the hydrologic inflow boundary conditions from revised HEC-HMS model,
 - replace the land use file and update roughness parameters to better match site conditions
 - verify the d/s limits of this model
 - move the upstream 2D boundary about 1200 to 2000 feet upstream to better capture the contractions and expansions in this reach. If the 1D upstream model is desired, it could be shortened to that same now location.
- c. Once the model is revised, the mapping results proposed by the STARR II team model will need to be resolved for areas of interconnected shallow flooding

Assumptions:

- HDR will develop a 2D HEC-RAS model with no floodway.

Deliverables:

- Revised one 1D and one 2D hydraulic model

Task 9: Hydraulics- Virginia Foothills Wash

- a. **Virginia Foothills Wash:** The existing FEMA maps show an approximate Zone A boundary for two pathways within this mostly fully developed area. The modeling shows that the northern pathway is potentially underestimated, and the southern pathway might be over-estimated. Since the current mapping is Zone A, it could be replaced with a 2D informed Zone A that more realistically identifies the flooding extents. The STARR II model for this watercourse also terminates at an existing collector channel constructed as a part of a newer subdivision located just north of the limits of study. It is unknown if this collector channel is adequate to intercept the 100-year flow and convey that flow to Steamboat Creek, but that appears to be the assumption made by STARR II but should

be confirmed before revisions are made to this mapping. If Washoe County desires the mapping update as a Zone AE rather than approximate Zone A, HDR will update the 2D model provided by the STARR II team as follows:

- Based on a revised HMS model with one additional concentration point, the model inflow locations will be corrected
- Link the revised HEC-HMS results to HEC-RAS so that there is consistency between the two data sets (the proposed STARR II hydrology does not match the HEC-RAS inputs)
- correct top of road profile for Terry Way structure (or obtain supporting data for profile from STARR II)
- additional information on the adjoining subdivision and associated collector channel will be obtained from Washoe County and reviewed for consistent hydrologic and capacity data,
- the mesh will be refined to define terrain features
- A field visit of the study area and the newly constructed channel at the model boundary will be necessary as this channel is not included in 2017 LiDAR data
- the 2D domain will be adjusted to limit the domain to the relevant area
- the downstream boundary conditions will be revised to reflect multiple downstream flow locations

Assumptions:

- Assuming keeping the 2D domain close to what STARR II team provided.

Deliverables:

- Revised hydraulic model

Task 10: Reporting

- a. **Report and Figures:** Upon completion of the modeling and mapping, necessary reporting will be developed to satisfy the City's and County's needs and to support the request for changes to FEMA and the STARR II team. This will include a detailed report summarizing the project work including maps, figures, and tables as appropriate to describe the process.
- b. **Response to Comments:** HDR staff will address comments from The City and the County and respond accordingly.

Deliverables:

- Report and Figures

Assumptions:

- HDR will not be responsible for adding reports or data to FEMA's Mapping Information Platform (MIP).
- HDR will not be responsible for formatting data or verifying data format for inclusion into FEMA's MIP System.

Task 11: Mapping

- a. **Floodplain Mapping:** Once the modeling is completed in HEC-RAS, the 1% and 0.2% chance water surface elevations will be post-processed in GIS and RAS Mapper to develop the digital floodplain and floodway (where applicable) boundaries, and water surface contours. Floodplain/floodways will then be edited as necessary to correct typical post-processing anomalies. Data will be in NAD 83, State Plane Feet, Nevada West (FIPS 2703) horizontal datum.
- b. **Response to Comments:** HDR staff will address comments from The City and the County and respond accordingly.

Assumptions:

- Assuming inundation boundaries will be processed for 1%, Floodway, and 0.2%. HDR will not be providing additional supporting shapefiles required for a FEMA submittal.
- HDR will not be responsible for adding data to FEMA's Mapping Information Platform (MIP).
- HDR will not be responsible for formatting data or verifying data format for inclusion into FEMA's MIP System.

Deliverables:

- Inundation boundaries as GIS shapefiles

Budget:

Below is an anticipated budget for the project.

Task #	Task Description	Cost
1	Project Management & overall QC	\$ 20,730
2	Data Review	\$15,055
3	Field Reconnaissance	\$5,275
4	Terrain Refinement (Whites and Thomas)	\$6,838
5	Hydrologic Modeling	\$33,817
6	Hydraulic Modeling- Dry Creek	\$10,614
7	Hydraulic Modeling- Whites Creek and Double Diamond Creek	\$12,243
8	Hydraulic Modeling- Thomas Creek	\$10,077
9	Hydraulic Modeling-Virginia Foothills Wash	\$3,580
10	Report and Comment Responses	\$19,674
11	Mapping	\$13,787
	Sub Consultant for Survey	\$7,000
	Total	\$ 158,687

