

## AGREEMENT

This Agreement made and entered into this 11 day of June, 2025, 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 construction administration and inspection services for the RSWRF Clarifier Rehabilitation project, hereinafter referred to as "Project;"

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

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

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

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

### ARTICLE I - SERVICES

A. CITY agrees to retain and does hereby retain CONSULTANT to perform the professional services hereinafter more particularly described, with such services to commence on the date of the execution of this Agreement and to continue until the completion of the work provided for herein.

B. CONSULTANT hereby agrees to perform the professional services as set forth herein and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of said services.

C. CONSULTANT has the status of an independent contractor as defined in NRS 333.700 and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of CITY. CONSULTANT shall undertake performance of services as independent contractor and shall be wholly responsible for the methods of performance and for their performance.

### 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 total fee for these services is based on time and materials and is not to exceed \$250,744.00 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, 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 01 04 13 and ISO CG 20 37 04 13, or equivalent forms.. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

2. **Automobile Coverage** at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if nonowned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

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

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

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

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

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

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

#### F. OTHER INSURANCE PROVISIONS

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

2. The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials or employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

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

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

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

6. The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be canceled or non-renewed by either party, except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non-

payment of premium mail has been given to the CITY. CONSULTANT 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 CITY'S review, approval, or acceptance of nor payment for any of the professional services or work required under this Agreement shall be construed to operate as a waiver of any of CITY'S rights under of this Agreement. The rights and remedies of CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

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

## ARTICLE XIX – PROPERTY: COPYRIGHTS

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

B. All of such Documents shall be deemed to be “works made for hire” prepared for the CITY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the CITY when any such is subject to copyright. The CONSULTANT

agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The CONSULTANT further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Reno City Council. The CONSULTANT shall place a conspicuous notation upon each Document which indicates that the copyright thereto is owned by the CITY.

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

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

#### ARTICLE XX - RIGHTS OF CONSULTANTS AND EMPLOYEES

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

#### ARTICLE XXI - SERVICES BY CITY

A. It is understood and agreed that the CITY shall, to the extent reasonable and practicable, assist and cooperate with the CONSULTANT in the performance of CONSULTANT’s services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, environmental approval, right of access to work sites; providing material available from the CITY’s files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal requirements in connection therewith; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

#### ARTICLE XXII - DISPUTE RESOLUTION PROCEDURE

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

B. 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 Smart, 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**  
**SCOPE OF WORK**

**(MAY 2025)**

**HDR Engineering, Inc.**

City of Reno Public Works

*Secondary Clarifier No. 2 and No. 3 Rehabilitation Project*

## **PROJECT REQUIREMENTS**

### **SUMMARY**

HDR will provide construction administrative and engineering assistance services for the Reno Stead Water Reclamation Facility (RSWRF) Secondary Clarifier No. 2 and No. 3 Rehabilitation Project (PROJECT) for the City of Reno Public Works (OWNER). This scope of work assumes that construction will occur over a 68-week period.

### **BACKGROUND**

The City of Reno operates the Reno-Stead Water Reclamation Facility in Northern Reno. Currently, there are two secondary clarifiers (Secondary Clarifier No. 2 and No. 3) that were built in 1987 and 2004, respectively. The City of Reno needs to extend the useful life of the existing Secondary Clarifiers due to multiple mechanical components of each Secondary Clarifier structure nearing the end of their useful life, requiring replacement or rehabilitation. HDR completed the condition assessment of both clarifier structures in 2022-2023 which included assessing the concrete structures and the mechanism conditions. The assessment yielded that concrete repairs will occur in both Secondary Clarifier No. 2 and No. 3. Additionally, Clarifier No. 2's mechanism components will be replaced, such as the fasteners, center column, rake cage, suction header, skimmer, anti-rotation baffle, and neoprene seals. Additionally, the drive unit will be rehabilitated. Clarifier No. 3's mechanism will be replaced entirely, which includes the hinged skimmer assembly, drive unit, center column and supports, flocculation feed well and energy dissipation device, influent wet well, scum scraper, and neoprene seals.

### **TASK 1 - PRECONSTRUCTION ACTIVITIES**

#### **Subtask 1.1 – Administrative Setup**

HDR will set up the file system for the project, which includes files, software, and administrative procedures. The filing system will be designed to provide an efficient archival of documents during and after construction.

HDR will use ProjectWise software and Microsoft Teams to administer the construction documents. This includes organizing, tracking, filing, storing, retrieving, and managing paper and electronic correspondence, including letters, requests for information (RFIs), field memoranda and clarifications, submittals, contracts, reports, progress payments, extra work orders (EWO), and other relevant documentation. HDR will track contract RFIs, extra work orders, submittals, design clarifications, field orders, and other miscellaneous correspondence.

### **Subtask 1.2 – Preconstruction Conference**

HDR will conduct a preconstruction conference with the CITY, RSWRF staff, and contractor. Specifically, the conference will cover the contract administration procedures, contract time, schedule requirements, lines of communication, project constraints, construction meetings, Record Drawings, O&M document requirements, and other project specific issues. A meeting agenda will be formulated prior to the conference. Meeting minutes for the conference will be compiled; parties attending the conferences will receive a copy of the meeting minutes.

## **TASK 2 – CONSTRUCTION CONTRACT ADMINISTRATION AND ENGINEERING ASSISTANCE**

### **Subtask 2.1 – Document Existing Site Conditions**

Photo documentation will be utilized throughout the construction sequence to provide a visual database of existing site conditions, project progress, and Request for Information related conditions. Photographs will be digital and compiled on compact disc indexed by date. A copy of the photographs will be provided to the CITY at the end of construction. HDR will also document the Contractors photo/video documentation and provide it to the CITY.

After each milestone, inspection and progress logs will be taken and archived in the file system during active construction.

### **Subtask 2.2 – Project Management and QA/QC Program**

This task includes the management activities to facilitate the project being completed on time and within budget, and to address the City of Reno's and RSWRF's concerns. HDR Engineering, Inc (ENGINEER) will prepare invoices and progress reports on a monthly basis. The monthly progress reports will summarize budget and schedule status in measurable terms. Other activities include scheduling of staff and coordinating the quality assurance effort. For objectivity, senior technical staff, not immediately involved in the project, will perform internal QA/QC of deliverables before they are submitted to the CITY.

### **Subtask 2.3 – RFI Review and Tracking**

Request For Information (RFIs) received from the contractor will be reviewed by the respective responsible engineer. The engineer will provide a response to the Resident Engineer (RE), who will forward to the Contractor. RFIs will be logged and tracked. This task assumed up to 30 RFIs.

## **Subtask 2.5 – Construction Schedule Review and Tracking**

**2.4.1 – Initial Schedule Review.** The Contractor’s initial schedule will be reviewed for completeness and appropriateness regarding the specified milestone dates, end dates, and practicality.

**2.4.2 – Initial Schedule Review.** HDR will review the contractor’s monthly schedule. The CITY will be notified of deviations from the schedule.

## **Subtask 2.6 – Issues Management**

Issues management relates to the solution of unanticipated problems that arise during construction. A coordinated issues management approach minimizes delays in the field and provides a vehicle for cost effective resolutions.

**2.5.1 – Unforeseen Conditions or Situations:** HDR field personnel will work with the contractor to quantify problems caused by unforeseen site conditions.

**2.5.2 – Conflict Resolutions:** HDR, in conjunction with the contractor, will analyze the problem and seek to resolve the problem in the field.

**2.5.3 – Field Memoranda and Clarification:** “No cost” solutions to field issues will be documented issuing a field memorandum or clarification. Solutions with an associated cost will be handled as a potential extra work order and negotiated with the contractor in coordination with the CITY staff. The CITY will receive copies of the field memoranda and clarification

## **Subtask 2.7 – Extra Work Orders**

HDR will implement an extra work order review process that will include the following:

**2.6.1 – Schedule Impact Review:** The impact on the schedule of the proposed change will be evaluated and reviewed. Time extensions requested in the change will be evaluated for merit.

**2.6.2 – Discrepancy Negotiation:** HDR will negotiate with the contractor if HDR’s cost estimate or schedule impacts review does not agree with the contractor’s request. These negotiations will be conducted to produce an acceptable change request that can be presented to the CITY for consideration.

**2.6.3 – Disposition Recommendations:** HDR will prepare a disposition recommendation for each EWO, which will provide a narrative justification for either recommendation of execution of an extra work order or denial of the change. HDR will provide assistance to the CITY staff in regard to preparation and justification of change.

**2.6.4 – Cumulative Impacts:** HDR will track the cumulative impact of extra work orders on the project cost, force accounts, and schedule. This information will be summarized in the monthly reports.

This task assumes up to 10 extra work orders.

## **Subtask 2.8 – Monthly Status Report**

HDR will prepare and submit to the CITY monthly reports highlighting project progress, extra work orders, budget, and schedule status. This task assumes up to 9 monthly status reports.

## **Subtask 2.9 – Progress Payment Applications**

HDR will determine the amount owed to the contractor based on HDR's observation at the site, schedule of values, and the data compromising the application for payment, and recommend in writing payments to the contractor in such amounts. Such recommendations of payment will constitute representation to the CITY that the work has progressed to the point indicated, and that, to HDRs knowledge, information, and belief, the quality of work is in general conformance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections of others, to minor deviations from the contract documents correctable prior to completion, and to specific qualifications expressed by HDR.

## **TASK 3 – CONSTRUCTION MONITORING**

### **Subtask 3.1 – Onsite Personnel & Field Visits**

A resident engineer will be on site when needed. This time onsite will increase during critical activities and decrease during non-critical activities. This task assumes that the residential engineer will be on site per client's request, an estimate of 20 days over the course of approximately 68 weeks to observe critical inspections and testing.

The project manager/responsible engineer will also make site visits to observe relevant portions of the work and observe field conditions.

### **Subtask 3.2 – Startup Planning Conference**

HDR will conduct a planning conference prior to the final startup of Secondary Clarifier No.2 and No.3 with the CITY, RSWRF staff, and contractor. Specifically, the conference will cover the status of work and schedule to be completed for requirements prerequisite to checkout and startup, schedule for and status of training required for equipment, field quality activities for Secondary Clarifier, and status and quantities for required materials necessary for checkout and startup. A meeting agenda will be formulated prior to the conference. Meeting minutes for the conference will be compiled; parties attending the conferences will receive a copy of the meeting minutes.

### **Subtask 3.3 – Concrete Repairs**

**3.3.2 – Concrete Inspection:** Subconsultant will witness the process of concrete repairs during active construction and perform inspection the end of concrete repairs to each tank. HDR will be present during the final inspection of the concrete repairs. The scope assumes the subconsultant will be present during the entirety of the concrete repair, an estimate of 40 days.

**3.3.3 – Epoxy anchor inspection:** Subconsultant will perform special inspection of epoxy anchor installation. HDR will be present to observe this inspection. The scope assumes 2 site visits at 4 hours each for this activity. Inspectors will also examine the epoxy anchor bolts patches.

## **Subtask 3.4 – Testing**

**3.4.1 – Coating Testing:** The owner reserves the right to retain a NACE level 3 coating inspector to perform observation, inspection and testing. If request is made, HDR will be present to observe the inspection. The scope assumes 2 site visits at 5 hours each.

**3.4.4 – Final Leveling Testing:** Manufacturer representative of Secondary Clarifiers will perform the Final Leveling of the drive. HDR will be on site to witness the procedure. The scope assumes 2 site visits at 5 hours each.

**3.4.5 – Torque Testing:** HDR will be present during the torque testing that will be performed on Secondary Clarifier No.3. The scope assumes 1 site visit at 8 hours.

**3.4.6 – Operation Testing:** HDR will be present during the dry tank operational testing, fully submerged operational testing, and skimming system operation testing, that will be performed on Secondary Clarifier No.3. The Resident Engineer will witness and sign-off on the Final Acceptance Testing. The scope assumes 4 site visits at 8 hours each.

**3.4.7 – Startup and Testing Assistance:** RSWRF staff will perform equipment programming in-house. Consultant will serve as a liaison between the Contractor and RSWRF staff with respect to controls and equipment related questions during startup. Consultant's Resident Engineer will observe and document the training of staff, demonstration testing and final acceptance testing of the Secondary Clarifiers. RSWRF staff will operate the Secondary Clarifier equipment for testing.

## **TASK 4 – CONTRACT CLOSEOUT ACTIVITIES**

### **Subtask 4.1 – Walkthrough/Completion List**

When the Final Acceptance Testing is considered finished by the City of Reno, a project walkthrough with the CITY and contractor will be scheduled to compile a completion list. The completion list will be provided to the contractor, and items tracked to resolution.

### **Subtask 4.2 – Administrative Requirements Verification**

HDR will verify that the required certificates of compliance, certificates, final record drawing information, training, and other administrative items required by the contract documents have been executed and delivered by the contractor.

### **Subtask 4.3 – Final Completion List Walk Through**

HDR will perform one final walk through to verify that completed list items have been completed to the CITY's satisfaction. The completion of each completion list item will be verified and the completion date noted.

#### **Subtask 4.4 – Contract Retention**

HDR will review the contractor's final payment application for retention and will make a recommendation to the CITY staff for payment of retention.

#### **Subtask 4.5 – Final Payment & Notice of Completion**

The contractor's final progress payment application will be reviewed for conformance and completeness. Final payment quantities will be verified. HDR will review the status of stop notices, mechanics liens, and other claims against the project prior to the time of preparing the final payment request.

Upon verification of completion list items, HDR will assist the City in executing and filing the Notice of Completion for the project. The Notice of Completion will verify that the contractor has fulfilled the contract requirements and that work is completed.

#### **Subtask 4.6 – Record Drawings & Closeout Documents**

HDR will prepare Record Drawings based on the contractors completed redlines. The design drawings will be updated in Autocad, and provide electronic files in Autocad, Word, and pdf formats.

HDR will prepare a letter of project completion to NDEP, to satisfy their approval requirements.

### **TASK 5 – CONTINGENCY**

During the construction of this project, issues may arise that would require services beyond the scope delineated herein. This task will provide a set aside amount to be used as directed by the CITY to address specific items not in the original scope, and assist in meeting the intent of the project. At the request of the CITY, HDR will prepare a written Task Authorization Request letter to obtain written permission from the CITY to proceed with the additional requested work. The contingency amount budgeted in this scope is \$30,000.

### **TASKS NOT INCLUDED IN THE SCOPE OF WORK**

This scope of service does not include the following tasks:

- Construction survey staking or Record Drawing surveys
- Review and inspection of the contractor's safety program, means, and methods.
- Site trailer and associated utility cost
- Preparation of tracking of electronic schedules. Scope includes review of Contractor-provided schedules only

## **FEE**

The total fee for these services is based on time and materials and is not to exceed \$250,744. Where activities are subject to prevailing wages requirements, HDR will pay prevailing wages in accordance with Nevada Revised Statutes (NRS) sections 338.010 through 338.090.

