

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2023, by and between the City of Reno, hereinafter referred to as the “CITY”, and Atkins North America, Inc., hereinafter referred to as “CONSULTANT”:

WITNESSETH:

WHEREAS, CITY desires to obtain Engineering Services for the Reno Storm Drain Master Plan (Phase 2), 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.

D. CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work.

ARTICLE II - SCOPE OF SERVICES

A. The Scope of Services is set forth in Attachment 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 is based on a time and expense not-to-exceed amount of \$766,860.00.00 per Attachment B and Attachment C that are attached hereto and incorporated herein by this reference).

C. Payments shall be made by the CITY based on itemized invoices from the CONSULTANT which lists costs and expenses. Only costs and expenses specifically set forth will be paid.

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 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 per Attachment A. 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.

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:
Atkins North America, Inc.
Brian Janes, PE, Senior Project Director
10509 Professional Circle, Suite 102
Reno, NV 89521

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

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTAN 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, that are caused by the negligence, 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 the CITY is notified. 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's 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 suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits 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.

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 modified by 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. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

D. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

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. A facsimile or electronic 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.

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.

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

ATKINS NORTH AMERICA, INC.

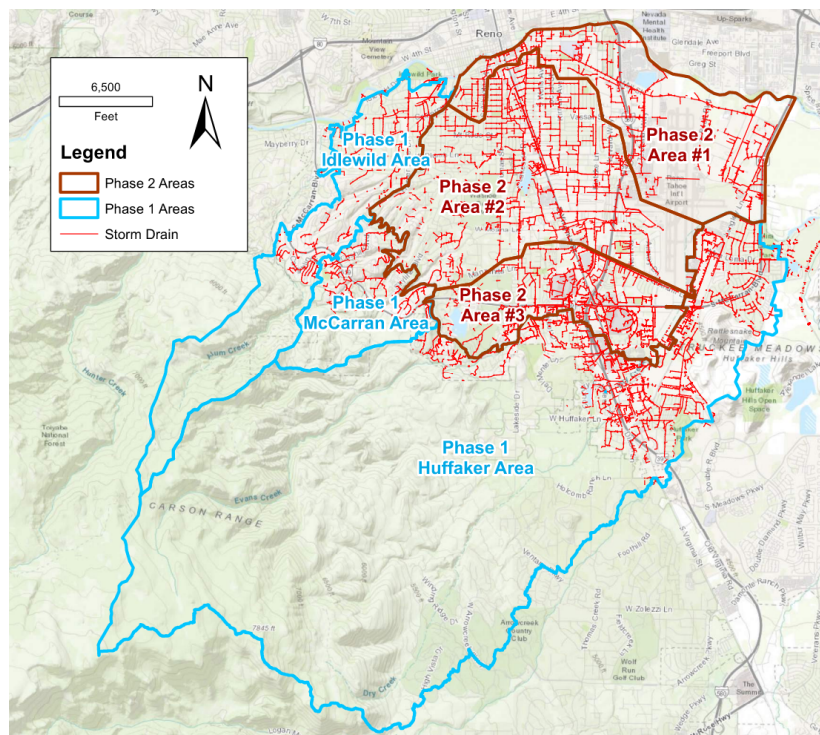
By:  _____
Brian Janes, PE
Senior Project Director

Attachment A

SCOPE OF SERVICES STORM DRAIN MASTER PLAN (Phase 2)

PURPOSE AND PROJECT UNDERSTANDING

The City of Reno (City) is requesting Atkins continue the Storm Drain Master Plan Project (Project) that will identify overall drainage concerns within specific areas of the City, how irrigation ditches impact stormwater runoff, and what Capital Improvement Projects (CIPs) can be planned to improve drainage conditions. It is anticipated that this Project will continue to be completed in phases of a city-wide plan that will occur over several years. This Project area for this second phase (Phase 2) is shown in the figure below and generally includes an area downstream and bounded by the Phase 1 areas and the Truckee River. Additionally, analysis for the Autumn Hills area (within the Phase 1 Huffaker area) will continue with a goal of identifying a combination of CIPs that address 100-year flooding within that neighborhood.



This master plan effort will expand the hydrologic and hydraulic (H&H) analysis based on the GIS platform. The Project will continue to utilize XPSWMM for the purpose of linked H&H analysis and accurate representation of flow attenuation and timing. As with Phase 1, the Phase 2 platform will be developed based on a “living model” approach to enable the master planning process to be continually updated as required.

Assumptions for this scope of work include:

1. The total approximate area for this scope of work is identified in the figure above.
2. The hydraulic analysis assumes that up to approximately 2,350 nodes will be included in the model. Reviewing the City’s GIS information, approximately 55% may require field survey to determine the structure height. Approximately the same percentage of storm drain pipes lack diameter information, therefore, up to approximately 700 survey points may be required to retrieve all missing data.

3. 2017 Washoe County LiDAR based topo files will be provided by the City at no cost to the Project.
4. Utilities and other underground obstructions will not be investigated when proposing CIPs.
5. Probable cost estimates for CIPs will be generalized and based on 2024 dollars.
6. Snowpack/snow melt will not be included in this analysis.
7. FEMA Special Flood Hazard Areas are not included within this scope of work.
8. The Truckee River will not be analyzed as part of this scope.

The scope of work associated with this Project is anticipated to take approximately 24 months to complete. Upon notice to proceed (NTP), Atkins will work with the City Project Manager (PM) to identify a proposed detailed schedule and continue to update the schedule throughout the project duration.

Attachment B summarizes the proposed Project fee and **Attachment C** summarizes the Fee Schedule. The specific tasks to be performed under this scope are described as follows.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Project management will include project budgeting, invoicing, internal staff coordination, meeting preparation and attendance, development and distribution of meeting agendas/minutes, and coordination with City staff for the duration of the project.

Assumptions:

- The Atkins PM will develop a Quality Control Plan (QCP) and ensure that all deliverables are checked through independent review.
- Up to monthly progress meetings will be held with the City PM to coordinate issues, progress, and results. These will be adjusted as necessary with the City PM's concurrence.
- A progress report will be prepared and submitted monthly with project billing.
- A decision log will be kept with the City PM to document major decisions made on project direction, criteria, coordination, etc.
- Regular or recurring interagency coordination is not anticipated with this scope of work.

Deliverables:

- *Monthly progress reports*
- *Meeting minutes for stakeholder any meetings*

TASK 2. DATA COLLECTION AND FIELD VISITS

Data collection will consist of obtaining the latest GIS information from the City, researching City and NDOT construction plans, and field visits. Atkins will make several field visits to areas where storm drain connectivity is in question or where GIS data is not clear.

The Truckee Meadows Regional Drainage Manual (TMRDM) will be used to set the initial criteria to evaluate storm drain capacity. Given the age of storm drain infrastructure and funding for storm drain projects, we anticipate that a significant portion of the storm drain infrastructure will not meet current criteria. The team will work with the City to resolve capacity issues similar to Phase 1.

The XPSWMM software platform was used in Phase 1 and is proposed for this project.

Assumptions:

- City's GIS database consists of the structures and pipes shown on the City of Reno Storm Drainage Overview (02/10/2023) and is substantially complete within those areas.
- Storm drain information within the airport property is not within the City's database and will not be modeled.
- GIS data will at a minimum have critical data (invert elevation, size, type, connectivity) for the upstream end, downstream end, and half of the storm drain structures within any system.
- Stormwater complaints made to the City will be provided to Atkins.
- As-builts will be sought for storm drain systems missing critical data.
- Phase 1 criteria for storm drain evaluation will be used for this project.

Deliverables:

- *Data gathered will be submitted to the City periodically and ultimately with the Storm Drain Master Plan Report (Task 8)*

TASK 3. FIELD SURVEY

Desired areas of field survey will be coordinated with the City PM prior to execution. Survey will focus on areas where data is questionable, not detailed in the City's GIS database, or not identifiable through as-built research. Field surveys performed are expected to locate the storm drain manholes horizontally, as well as obtain invert, size, type, material, and flow direction. It is understood that some facilities configuration may prohibit the collection of some of this data; however, Atkins staff will do their best to obtain the necessary information. Pictures will be taken of each structure point for documentation. No confined space entry is included with this scope.

Assumptions:

- A limited amount of supplemental survey support is included with this scope of work to gather survey information to either supplement the existing GIS information or confirm the validity of information.
- Reviewing the GIS database for the Project area. We anticipate that up to 700 structures will need to be surveyed to determine height, invert, and/or pipe size information.
- Field survey trips will be organized to gather a minimum of 28 structures per trip to maintain efficiency. 25 trips are included with this scope of work.
- Field work will be completed by a two-person crew.

TASK 4. EXISTING CONDITION ANALYSIS

Atkins will utilize XPSWMM to develop an existing condition H&H model for the stormwater infrastructure (storm drain mainlines) located within the Project area. Analysis will be limited to the storm drain mainlines located within City streets. Sizes are expected to generally be 12-inch diameter and larger and at least 1,000 feet in length. The H&H analysis will include modeling systems up to the terminal manhole and will not include drop inlets. A minimum basin size of approximately 5 acres will be used to identify the upstream limit of the storm drain to be modeled. The model is anticipated to evaluate the 5-year return interval (RI) and one additional RI for design flows.

Model parameters will be researched and used in the model as follows:

- The NRCS Web Soil Survey will be used to identify soil parameters needed

- Land use data will be developed based on City provided planning shapefiles (in GIS) as well as current aerial photography and zoning information.
- Green-Ampt (GA) runoff parameters will be used based on the Phase 1 master plan
- Impervious areas within sub-basins will be checked against the latest National Land Cover Database (NLCD) to verify the reasonableness of chosen land uses
- NOAA Atlas 14 precipitation is expected to be used per the TMRDM
- Stormwater routing will be achieved using links that represent the storm drain infrastructure and key overland flow paths to represent channelized and surcharged flow
- Detention areas modeled using the 2D surface. Detailed inlet/outlet information will not be developed for basins smaller than 2 acre-feet.

Based on this approach, Atkins will generate preliminary results and categorize each hydraulic link based on d/D categories and depth of surface flooding. A meeting with the City PM and City maintenance personnel is expected at this stage to confirm/validate the identified problem areas. In preparation for the meeting, Atkins will prepare figures that summarize the capacity of each system. Based on the outcome and feedback gathered within the meeting, the model will be adjusted if needed to improve the correlation with known problem areas and final results will be generated for the existing condition 5-year RI and one additional RI.

Assumptions:

- Storm drains less than 1,000 feet will not be modeled unless they are part of a larger section which includes alternating sections of open channel.
- Modeling of storm drains is expected to be limited to trunk lines which will be located within City streets. Modeling of private systems is not included in this scope of work.
- The 100-year event will not be modeled (with the exception of Autumn Hills, Task 5) with this scope of work as it is likely to overwhelm a majority of the stormwater infrastructure within the City.
- A buildout scenario will not be modeled.
- Sub-basin boundaries will be delineated based on the location of stormwater infrastructure as well as topography.
- Snowpack/snow melt will not be considered within this scope of work.
- Review of existing condition model results will occur during the regularly scheduled monthly meetings with the City PM and will include City maintenance staff to determine if known problem areas are accurately represented. Model results will be finalized based on the outcome/feedback from these meetings.

Deliverables:

- *Existing condition model (5-year and one additional RI)*
- *Preliminary existing condition capacity figures and tables*

TASK 5. AUTUMN HILLS ANALYSIS

The City is requesting Atkins provide additional alternatives investigation for the Autumn Hills area for the 100-year event. The goal is to mitigate flooding for the 100-year event without creating downstream impacts. Autumn Hills is a problem area which experiences significant flooding during nearly all storm events with higher return intervals causing significant impact to the area's residents. The base scope of Phase 1 of the Reno SDMP included evaluation of the storm drain capacity based on the 2-year and 5-year storms to align with current design criteria. Preliminary evaluation was also performed for the 25-year and 100-year events beyond the base scope of Phase 1; however, a solution to address the 100-year

event was not identified. Evaluation of this neighborhood has been ongoing since at least 2006. The following is a summary of what has been evaluated to date:

- June 2006 – PBS&J (Atkins) presentation a summary of the drainage issues in the area including a history of the construction of storm drain in 1991, the development of the area north of the neighborhood, and the results of the December 2005 storm event. Eight conceptual improvement alternatives for the area were also evaluated:
 - Alternative A – removal of north berm and agreement to not sandbag storage area provides only minimal improvement. Noted downstream impact potential.
 - Alternative B – increase storm drain size north of neighborhood to RCB with a 33 ac-ft detention basin north of Innovation Dr and west of Double R Blvd. Required acquisition of private land (which is now developed). Viable but expensive.
 - Alternative C – construction of a 33 ac-ft detention basin north of Autumn Hills Dr. which required acquisition of approximately 22 private homes. Viable but expensive. Was discarded because of home acquisitions needed.
 - Alternative D – construction of a detention basin between the storage units and Double R Blvd currently where the hill is. Potentially viable but may not be constructable.
 - Alternative E – construction of a detention basin in Huffaker Park which included large excavation of the hillside to the southeast. Disrupts park use and excavation of hillside has constructability concerns.
 - Alternative F – construction of a detention basin in pasture (which is now partially developed) north of US 395 south of Offenhauser Dr. Did not provide enough protection but could be used with other improvements. Was discarded because detention wasn't stand alone and couldn't be constructed to full size.
 - Alternative G – construction of detention basin southwest of US 395 and S. Virginia St. on State of Nevada land. Did not provide any significant benefit and was discarded.
 - Alternative H – expansion of detention basin northeast of Double R Blvd. and construction of new storm drain to link neighborhood. Potentially viable but may not be constructable.
- October/November 2006 – PBS&J (Atkins) evaluated 3 additional alternatives and summarized available documentation related to the area in a memo of the current drainage issues and evaluation of the August 2005 flood event. In general, there appear to have always been drainage issues with the Autumn Hills area and those issues were exacerbated with the development to the north and abandonment of the Cochran Ditch. In 1991 the City built a storm drain to improve area drainage and convey a 10-year storm.
 - Alternative I – construction of a detention basin south of McCarran Blvd in the open channel area with increased storm drain size from the neighborhood. Approximated only 25-year benefit.
 - Alternative J – open channel from Offenhauser Dr to Maestro Dr through parking lot. Constructability and need for downstream storm drain would be needed. Alternative was discarded due to constructability concerns and potential for downstream impacts were high.
 - Alternative K – storm drain to Dry Creek. Alternative was discarded due to flat storm drain slope and potential FEMA impacts.
- January 2007 – PBS&J evaluated alternatives with the intent of addressing 100-year local watershed (not include overflow from Thomas Creek).
 - Alternative A – Berm removal and regrading of downstream parking lot to provide an overland flow path. Identified potential benefit to neighborhood but likelihood of creating downstream impacts.
 - Alternative J – pump to Dry Creek. This alternative was identified as not viable due to size of wet well, cost, and potential FEMA issues.

- May 2020 – Atkins evaluated a proposed improvement by Reno Engineering Corp (REC) to expand the Reno Corporate Center detention basin (similar to Alternative H). Evaluation showed that the alternative would not provide significant relief to the Autumn Hills neighborhood and would likely create downstream impacts on and adjacent to Double R Blvd and downstream.
- 2022 to March 2023 – Atkins evaluated the Autumn Hills neighborhood for the 5-year, 25-year, and 100-year conditions during Phase 1 of the Reno SDMP. CIPs were developed for the 5-year event and several conceptual alternatives were evaluated for the 100-year event, including:
 - An upsized trunkline (12' x 4' RCB) from the neighborhood, down McCarran Blvd to Mira Loma Way near Veterans Parkway.
 - Upstream detention to reduce flow to the neighborhood.
 - Rerouting upstream flows to alternate locations.

The intent of this additional effort is to expand the alternatives analysis beyond what has already been completed and determine what combination of improvements could provide an alternative with 100-year level of protection. The Project will utilize the XPSWMM models developed during Phase 1 of the SDMP and modify them accordingly for alternatives analysis.

Assumptions for this scope of work include:

1. The existing condition Huffaker area models developed for Phase 1 of the SDMP will be used as the baseline condition to evaluate alternatives.

TASK 6. ALTERNATIVES ANALYSIS

Alternatives will be developed based on the results of the existing condition analysis. Alternatives will attempt to address where storm drain capacity can be increased to reduce surface flow, where storm drains can be rerouted to improve overall drainage capacity within the City, and if any areas are available for detention. The goal of these alternatives will be to present conceptual, planning level ideas to meet drainage criteria. In some areas, criteria will not be able to be met with a cost-effective solution. In these areas, a reasonable solution will be presented to improve drainage conditions. The degree that each alternative addresses the criteria violations will be summarized in the final Project report.

Upon identification of preliminary alternatives for the Project area, Atkins will hold a meeting with the City to discuss the alternatives and incorporate comments for adjustment. In preparation for the meeting, Atkins will prepare figures that summarize the scope of each alternative, its benefits, and capacity improvement. Alternatives will be finalized to a level sufficient for conceptual, planning level cost estimation.

Assumptions:

- Up to 40 alternatives are anticipated to be modeled.
- Review of the preliminary alternatives with the City PM is assumed to occur during the regularly scheduled monthly meetings.
- Alternatives may include adjustments to the storm drain network; however, they will not require adjusting sub-basin boundaries.
- The level of detail for each alternative will be conceptual in nature.
- Other underground utilities will not be considered when developing alternatives.
- Adjustments to alternatives after this stage will not occur or will be very minor.

Deliverables:

- *H&H model scenarios for each selected alternative*

TASK 7. DEVELOPMENT OF CAPITAL IMPROVEMENT PROJECT RECOMMENDATIONS

Probable cost estimates will be developed for each alternative, and alternatives will be prioritized based on their benefit and criticality. A meeting will be held with the City to discuss conceptual costs and prioritizations. Comments from the meeting will be used to finalize the CIP list and probable cost estimates.

Assumptions:

- Probable cost estimates will be limited to a cost per CIP and will match the format of the Phase 1 CIPs in the draft report.
- Review of the preliminary CIPs and cost estimates with the City PM is assumed to occur during the regularly scheduled monthly meetings.
- CIPs and probable cost estimates will be finalized based on the meeting results.
- Probable cost estimates will be based on 2023 construction dollars

Deliverables:

- *Identification of CIP scope and probable cost estimate for each alternative*

TASK 8. STORM DRAIN MASTER PLAN REPORT

Atkins will summarize all work completed in the previous tasks into a storm drain master plan report for the Project area. A draft report will be submitted to the City for review and comment. Each City comment will be discussed and a final resolution for each comment will be agreed upon by Atkins and the City. Comments and resolutions will be documented, and a final report will be developed which incorporated the City's comments based on the comment resolution. The report will describe the criteria developed, the analyses performed, findings, and potential CIPs with cost and priority identified.

Deliverables: draft and final Storm Drain Master Plan reports for the Project area (2 copies each)

TASK 9. REGIONAL PLANNING SUPPORT

The City has many ongoing coordination efforts between the RTC, NDOT, developers, irrigation ditch companies, flood complaints, etc. This task is expected to be used to develop analysis and recommendations to address situations that the City identifies as needing additional support. Typical analyses performed within this task may include identifying flow rates to support project and development decisions, modeling storm drain alternatives to support project and development decisions, reviewing irrigation ditch capacities to identify suitable spill point locations, analyzing location specific drainage problems beyond the scope of the base master plan to identify potential solutions, etc.

Atkins will work with the City to identify detailed scope(s) for this task that will maximize the usefulness of each analysis. This task is expected to be advanced incrementally and will only be advanced after Atkins and the City define detailed scope(s).

Deliverables:

- *To be determined*



Member of the SNC-Lavalin Group

Attachment B - Cost Proposal - By Task

Reno Storm Drain Master Plan (Phase 2)
City of Reno

Submittal Date: May-22-2023

Task ID	Description	Price
1	Project Management	55,080.00
2	Data Collection and Field Visits	18,370.00
3	Field Survey	108,220.00
4	Existing Condition Analysis	130,260.00
5	Autumn Hills Analysis	20,660.00
6	Alternatives Analysis	69,600.00
7	Development of CIP Recommendations	42,510.00
8	Storm Drain Master Plan Report	60,560.00
10	QA/QC for Deliverables	81,600.00
9	Regional Planning Support	180,000.00
Total Extended Price		\$766,860.00

ATTACHMENT C
RENO STORM DRAIN MASTER PLAN (PHASE 2)
ATKINS FEE SCHEDULE

PERSONNEL

Sr. Project Director	\$270.00/hr.
QC Lead	\$270.00/hr.
Sr. Engineer III	\$230.00/hr.
Sr. Engineer II	\$200.00/hr.
Sr. Field Representative II	\$150.00/hr.
Sr. Engineer I	\$140.00/hr.
Estimator	\$130.00/hr.
Engineer II	\$120.00/hr.
Engineer I	\$110.00/hr.
GIS Technician	\$90.00/hr.

NOTES:

- (1) Sub-consultants will be invoiced with a 5% markup.
- (2) Hourly rates for positions not listed will be negotiated on an as needed basis.
- (3) Hourly rates are applicable for 2023. Rates may be escalated 3% each year thereafter.
- (4) Reimbursable expenses will be billed at cost.
- (5) Vehicle mileage will be invoiced at the 2023 GSA rate and will be updated yearly.