

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 HDR Engineering, Inc., hereinafter referred to as “CONSULTANT”:

WITNESSETH:

WHEREAS, CITY desires to obtain design and construction management services for the RSWRF Secondary Clarifier No. 2 and No. 3 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 shall be on the basis of Time and Expense as set forth in Exhibit B. Any expenses or costs not listed in Exhibit B will not be paid.

C. Payments shall be made by the CITY based on itemized invoices from the CONSULTANT which lists costs and expenses. Such payments shall be for the invoice amount.

C. CITY shall pay CONSULTANT within 30 days of receipt by CITY of CONSULTANT's invoice. If CITY disputes only portions of an invoice, CITY agrees to pay for undisputed items on that invoice within the time provided herein. Payment by CITY of invoices or request for payment shall not constitute acceptance by CITY of work performed under the Agreement by the CONSULTANT.

E. The not-to-exceed budget for the services authorized by this Agreement is the sum of \$223,024.00 and shall not be exceeded without written authorization of the CITY. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. CONSULTANT is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

ARTICLE IV - SCHEDULE OF WORK

A. CONSULTANT will commence the services as described immediately following the Notice to Proceed provided to the CONSULTANT by the CITY and will proceed with such services in a diligent manner. CONSULTANT will not be responsible for delays caused by factors beyond CONSULTANT's control and will not be responsible for delays caused by factors which could not reasonably have been foreseen at the time the Agreement was approved.

ARTICLE V - ASSIGNMENT OF AGREEMENT

A. The CONSULTANT SHALL not assign this Contract or any portion of the work without prior written approval of the CITY which may be withheld for any reason whatsoever.

ARTICLE VI- OWNER'S RESPONSIBILITY

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

the CONSULTANT. CONSULTANT may reasonably rely on the technical accuracy of documents and information furnished by the CITY.

ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

A. CONSULTANT shall consider all information provided by CITY to be proprietary unless such information is available from public sources. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY or in response to legal process or as required by the regulations of public entities.

ARTICLE VIII - NOTICE

A. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

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

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

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

ARTICLE IX - UNCONTROLLED FORCES

A. Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement, if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or personal for any of the supplies, material, accesses, or services

required to be provided by either CITY or CONSULTANT under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. CONSULTANT shall be paid for services performed prior to the delay.

B. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces, which are removable. The provisions of this Article shall not be interpreted or construed to require CONSULTANT or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall upon being prevented or delayed from performance by an uncontrollable force immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

ARTICLE X- GOVERNING LAW

A. This Agreement shall be governed by and construed pursuant to the laws of the State of Nevada. In the event suit is commenced hereunder and in accordance with the Dispute Resolution Procedures of Article XXII, the suit shall be brought in the appropriate court in Washoe County, State of Nevada. In the event of an arbitration or mediation pursuant to Article XXII, such arbitration or mediation shall be held in Reno, Nevada.

ARTICLE XI - SUCCESSORS AND ASSIGNS

A. CITY and CONSULTANT each binds itself and their successors, and assigns to the other party to this Agreement and to the successors, and assigns of such other party, in respect to all covenants, agreements and obligations or this Agreement.

ARTICLE XII - INDEMNIFICATION

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

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

C. CONSULTANT'S indemnification obligations for claims involving Professional Liability (claims involving acts, error, or omissions in the rendering of professional services and Economic Loss Only (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT'S negligence or other breach of duty.

D. If CITY's personnel (consultants or other professionals) are involved in defending such legal action, CONSULTANT shall also reimburse CITY for the time spent by such personnel at

the rate charged for such services by private professionals. These provisions shall survive termination of this agreement and shall be binding upon CONSULTANT, her legal representatives, heirs, successors and permitted assigns.

E. If CONSULTANT does not so defend the CITY and the CONSULTANT is adjudicated to be liable, reasonable attorney's fees and costs shall be paid to CITY in an amount proportionate to the liability of CONSULTANT.

ARTICLE XIII - INTELLECTUAL PROPERTY INDEMNITY

A. To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY'S related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CITY in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss unless such information is promptly given to CITY. This Indemnity Covenant shall survive the termination of this Agreement.

ARTICLE XIV – PAYMENT OF TAXES

A. Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT'S performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

ARTICLE XIV - INSURANCE

A. GENERAL REQUIREMENTS.

1. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

B. INDUSTRIAL INSURANCE (WORKERS' COMPENSATION & EMPLOYER'S LIABILITY).

1. It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Subconsultant by the CITY and in view of NRS 616B.627 and 617.210 requiring that CONSULTANT complies with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the CITY a certificate of insurance from the Worker'

Compensation Insurer certifying that the CONSULTANT and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CITY and approve written approval of such self-insurance prior to the signing of a Contract. The CITY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

2. It is further understood and agreed by and between the CITY and CONSULTANT that CONSULTANT shall procure, pay for, and maintain the above mentioned industrial insurance coverage at the CONSULTANT's sole cost and expense.

C. **MINIMUM SCOPE OF LIABILITY INSURANCE.** Coverage shall be at least as broad as:

1. **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO O1 04 13 and ISO CG 20 37 04 13, or equivalent forms.. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

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

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

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

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

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

E. DEDUCTIBLES OR SELF-INSURED RETENTIONS

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

F. OTHER INSURANCE PROVISIONS

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

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

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

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

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

6. The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be canceled or non-renewed by either party, except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium mail has been given to the CITY. CONSULTANT shall notify CITY if its insurance is reduced in coverage or in limits.

G. ACCEPTABILITY OF INSURERS

1. Insurance is to be placed with an A.M. Best and Company rating level of A - Class VII or better, or otherwise approved by the CITY in its sole discretion. CITY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

H. VERIFICATION OF COVERAGE

1. CONSULTANT shall furnish the CITY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificate and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

I. SUBCONSULTANTS

1. CONSULTANTS shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subjected to all of the requirements stated herein unless otherwise modified by either the Risk Manager or City Attorney.

J. MISCELLANEOUS CONDITIONS

1. If the CONSULTANT or any Subconsultant fails to maintain any of the insurance coverages required, the CITY may terminate this Agreement for cause.

2. Nothing herein contained shall be construed as limiting in any way to the extent to which the CONSULTANT may be held responsible for payment for damages to persons or property resulting from her operations or the operations of any subconsultant under her.

3. If CONSULTANT's failure to maintain the required insurance coverage results in a breach of this Agreement, CITY may purchase the required coverage, and without further notice to CONSULTANT, deduct from sums due to CONSULTANT any premium cost advanced by CITY for such insurance.

ARTICLE XVI - LITIGATION

A. This Agreement does not require the CONSULTANT to prepare for or appear in litigation on behalf of The CITY, or as agent of the CITY, other than specified herein, except in consideration of additional reasonable compensation.

ARTICLE XVII - TERMINATION OF WORK

A. Either party to this Agreement may terminate the Agreement for cause upon giving the other party thirty (30) days prior written notice. Cause may include, failure to perform through no fault of the party initiating the termination. In addition, CITY may terminate the Agreement for any one of the following causes: performance by CONSULTANT which CITY deems unsatisfactory in CITY's sole judgment; and CITY's lack of funds to complete the work. Cause for CONSULTANT may include, failure of CITY to make timely payment to CONSULTANT without good cause, following a demand for payment.

B. In addition, CITY may terminate any or all of the work covered by this Agreement by notifying CONSULTANT in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then CONSULTANT shall be entitled to receive compensation for all work satisfactorily completed and performed through the conclusion of that task order. No other changes or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by CITY pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order, then CONSULTANT and CITY shall need to determine what, if any additional services should be performed by CONSULTANT in order to close out the work in progress and provide any such unfinished materials to CITY. CONSULTANT and CITY shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by CITY for such work. In the event that the parties cannot otherwise agree on the amount to be paid pursuant to this provision, then the matter may be referred to the Dispute Resolution Procedure in ARTICLE XXII.

C. In the event the Agreement is terminated by CITY for cause, including performance deemed unsatisfactory by CITY, or CONSULTANT failure to perform, or other cause created by CONSULTANT, CITY may withhold and offset against any payments otherwise due and/or seek recovery from CONSULTANT for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; value of CITY's time spent in correcting the work or problem; any increase in cost resulting from the problem or work; and any other costs which result from such termination. Subject to the terms herein, CONSULTANT will be paid for services performed prior to termination.

D. CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

ARTICLE XVIII - PROFESSIONAL SERVICES

A. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT and their subconsultants under this Agreement. Without limiting the effect of any other provision of this Agreement and in addition to any other provision contained herein, CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in their services.

B. CONSULTANT and their subconsultants retained pursuant to this Agreement are considered by CITY to be skilled in their profession to a degree necessary to perform the services and duties contained in this Agreement, and CITY hereby relies upon those skills and the knowledge of CONSULTANT and their subconsultants. CONSULTANT and their subconsultants shall perform such professional services and duties as contained in this Agreement in conformance to and consistent with the standards generally recognized as being employed by professionals of their caliber in the State of Nevada and under similar conditions. CONSULTANT makes no warranty, either expressed or implied, as to their findings, recommendations, specifications or professional advice other than as provided herein.

C. Neither 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 W. Smart
Craig Smart, Associate Vice President

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

By: _____
Susan Ball Rothe
Deputy City Attorney

EXHIBIT A
SCOPE OF WORK
(SEPTEMBER 2023)
HDR Engineering, Inc.

City of Reno Public Works

Secondary Clarifier No. 2 and No. 3 Rehabilitation Project

PROJECT REQUIREMENTS

SUMMARY

Perform professional design services for the project described herein including the following:

1. Condition Assessment and Condition Assessment Memorandum.
2. Structural Code Verification.
3. Life Cycle and Cost Benefit Analysis.
4. Preliminary Design Report.
5. Design Services.
6. Technical Specifications.
7. Design Review Meetings.
8. Preparation of Final Bid Documents.
9. Bidding Services.
10. Services During Construction.

The following scope of work involves professional services for the Secondary Clarifier No. 2 and No. 3 Rehabilitation Project (PROJECT) for the City of Reno Public Works (OWNER).

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. Additionally, the Secondary Clarifiers have been in-use through the extent their lifetime and The City of Reno would like to assess the condition of the existing structures.

GENERAL PROJECT DESCRIPTION

This project includes the condition assessment of Secondary Clarifiers No. 2 and No. 3 and investigating the replacement or rehabilitation of several of the mechanical equipment items that are near the end of their useful lives. Previously, there was a condition assessment for these mechanisms that was performed by others. This assessment will be verified by HDR and recommendations for rehabilitation will be coordinated with The City of Reno. Structural code verification will be conducted to verify code parameters of the existing secondary clarifiers.

DESCRIPTION OF PROJECT TASKS

TASK 1 - PROJECT KICK-OFF MEETING/SITE VISIT/PROJECT DEFINITION

Meet with OWNER to introduce the project team, collect additional background information, discuss OWNER's project goals and objectives, and establish lines of communication. The kick-off meeting will focus on getting the remaining issues on the table, discussing potential alternatives and resolutions, and preparing a detailed and concise action plan, list of needed information and data, defined schedule, and list of participants with their assignments.

Deliverables: Meeting agenda, minutes, action plan, and schedule.

TASK 2 - PRELIMINARY CONDITION ASSESSMENT MEMORANDUM

This task includes preliminary evaluation of the existing structures. The evaluation will consist of:

- Review project documents and provide project management and a safety plan.
- Mobilization of two Association of Materials Protection and Performance (AMPP) – certified field engineers for up to five days to assess each of the secondary clarifiers. Staff will be rope access certified. A rope access supervisor will configure safety lines to enable access to the full height of the wall and for non-entry personnel rescue, if needed.
- Measure and tabulate Ultrasonic Thickness (UT) and Dry Film Thickness (DFT) measurements of applicable coatings, piping, and metal structures identified during the visual assessment.
- Perform visual inspection for cracks, exposed aggregate, and other defects or damage. Observations will be photographed and graphically documented.
- Locate steel reinforcement using surface penetrating radar (SPR) in the vicinity of the selected locations to prevent damaging the steel during coring.
- Measure the corrosion potential of the reinforcement. An isopleth of the results will be produced onsite for each of the surfaces as the data is collected.
- Using the corrosion potential results graphed in the isopleth, select up to three locations to collect concrete core samples from each secondary clarifier wall and up to two locations in each secondary clarifier floor. Up to three compression cores will be taken in each clarifier.
- Cored holes will be repaired using SikaGrout 328 non-shrink grout which has a 7-day cure period. If the clarifiers need to be placed in service sooner, HDR can repair the holes using SikaQuick-2500 that cures in one day.

- Perform laboratory testing on the cores for pH and chloride from the surface down to half of the wall thickness of four samples per core.

Assumptions:

- One concrete core from Clarifier No. 2 shall be tested in the laboratory for concrete compressive stress and one concrete core for the concrete chemical test, due to the age of the infrastructure. The location of the concrete core shall be from the bottom of the tank near the grout. If the results of each test concur further investigation, the ENGINEER shall coordinate with the OWNER on the Force Account to fund the tests of the remaining cores from both Clarifier No. 2 and No. 3.
- Both of the secondary clarifiers will be cleaned and accessible prior to the ENGINEER's site visits.
- The OWNER will be responsible for providing forced-air ventilation as needed.

The Condition Assessment memo will provide findings and recommendations that will serve as the basis for the Preliminary Design Report (see Task 5).

The draft Condition Assessment Memorandum and final Condition Assessment Memorandum shall be submitted in searchable PDF format legible on-screen and as a hard copy.

Deliverable: Draft and Final Condition Assessment Memorandum.

TASK 3 - STRUCTURAL CODE VERIFICATION MEMORANDUM AND LIFE CYCLE, COST-BENEFIT ANALYSIS

This task includes evaluation of the center support structure for Secondary Clarifier No. 2 and No. 3 to support new mechanism loads in compliance the 2018 International Building Code (IBC) requirements. HDR will coordinate with clarifier mechanism suppliers to determine conservative equipment loads representative of the new mechanisms that would potentially be installed as part of the final rehabilitation.

Loading conditions will include the effects of gravity and seismic, to include seismic sloshing of contained fluids, and will be used to verify mechanism anchorage, overturning, and sliding resistance of each center support structure, and bearing capacity of the underlying soils.

If available, allowable soil bearing will be based on information provided in the record drawings and geotechnical reports associated with each clarifier. Where not available, this information will be based on presumptive values provided in the IBC. Structural dimensions will be based on record drawings provided by the Owner for each clarifier.

The Structural Code Verification memo will provide findings and recommendations that will serve as basis for the Preliminary Design Report (see Task 4).

CONSULTANT shall prepare a life cycle and cost-benefit analysis to compare and give a preliminary opinion on mechanism and overall structural improvements to both Secondary Clarifier No. 2 and No. 3, with preliminary assumptions that the retrofit of a new mechanism is installed without structural improvements.

The Life Cycle and Cost-Benefit Analysis will serve as supplemental information for the Preliminary Design Report (see Task 4).

The draft Structural Code Verification Memorandum, and Life Cycle Cost-Benefit Analysis, and the final Structural Code Verification Memorandum, and Life Cycle Cost-Benefit Analysis shall be submitted in searchable PDF format legible on-screen and as a hard copy.

Deliverables: Draft and Final Structural Code Verification Memorandum, and Draft and Final Life Cycle Cost-Benefit Analysis.

TASK 4 – PRELIMINARY DESIGN REPORT PRODUCTION

The Preliminary Design Report (PDR) involves the compilation of memorandums, drawings, calculations, and other supporting material resulting in the PDR.

The CONSULTANT shall combine the materials described into a draft PDR. The PDR shall Be structured as outlined below, with the contents corresponding to the tasks listed in this Scope of Work.

Volume 1 – Preliminary Design Report Technical Memos

- **Executive Summary**
- **Design Memos**
 - Condition Assessment Memorandum (Task 2)
 - Structural Code Verification (Task 3)
- **Appendices**
 - Life Cycle Cost and Cost-Benefit Analyses

Volume 2 – Submittal Documentation

- Calculations
- Equipment Data & Catalog Cuts
- Decision Log
- Meeting Minutes

The Executive Summary shall summarize the conclusions of the Memos included in the report, and specifically include the Life Cycle Cost and Cost-Benefit Analyses.

The draft PDR and final PDR shall be submitted in searchable PDF format legible on-screen and as a hard copy.

Deliverables: Draft and Final Preliminary Design Report.

TASK 5 – DESIGN SERVICES

Plans and specifications will be prepared for the following improvements to Secondary Clarifiers No. 2 and No. 3. Refurbishment of the mechanical components and concrete walls of the structures will be based on the recommendations from the Preliminary Design Report:

- Interior re-coating of Secondary Clarifier No. 2 and No. 3 will follow the recommendations listed in the HDR Concrete Coatings Assessment (June 2013).
- Refurbish mechanical components.

- Replacement of the liner in each scum beach.

Drawings will be submitted to the OWNER for review and approval at the 50 and 90 percent stages.

Drawings will be prepared in AutoCAD. Design plans will be developed utilizing industry standard scales, in English (not metric) engineering units. The following table shows a preliminary list of drawings anticipated for the project.

No.	Sheet No.	Drawing Description
General		
1	G-1	Cover Sheet, Vicinity Map, and Index of Sheets
2	G-2	General Symbols and Abbreviations
Demolition		
3	D-1	Demolition Key Plan
4	D-2	Demolition Plans and Sections Secondary Clarifier No. 2
5	D-3	Demolition Plans and Sections Secondary Clarifier No. 3
Mechanical Improvement		
6	M-1	Secondary Clarifier No. 2 Mechanical Refurbishment Plan
7	M-2	Secondary Clarifier No. 2 Mechanical Refurbishment Section
8	M-3	Secondary Clarifier No. 3 Mechanical Refurbishment Plan
9	M-4	Secondary Clarifier No. 3 Mechanical Refurbishment Section
10	M-5	Secondary Clarifier No. 2 & No. 3 Mechanical Details - 1
11	M-6	Secondary Clarifier No. 2 & No. 3 Mechanical Details - 2
Coating		
12	Z-1	Secondary Clarifier No. 2 Coating Plan
13	Z-2	Secondary Clarifier No. 2 Coating Section and Details
14	Z-3	Secondary Clarifier No. 3 Coating Plan
15	Z-4	Secondary Clarifier No. 3 Coating Section and Details

Deliverables: (2) sets of half-size (11" x 17") 50 and 90 percent drawings.

TASK 6 – TECHNICAL SPECIFICATIONS

Specifications will be prepared in CSI format using Microsoft Word. OWNER will provide a set of General Conditions and Special Provisions, bid form, example agreement, and other “front end” sections for CONSULTANT to edit and incorporate into the bid set, and the CONSULTANT to edit and incorporate into the bid set, and that CONSULTANT’s master specifications will be used as a basis for the technical provisions. The following table shows a preliminary list of technical specifications for the project.

No.	Spec No.	Specification Description
Division 2 – Site Work		
1	02702	Demolition, Cutting, and Patching
Division 3 - Concrete		
2	03002	Concrete and Grouts

3	03013	Rehabilitation of Cast-In-Place Concrete
4	03700	Concrete Restoration and Cleaning
Division 5 - Metals		
5	05505	Metal Fabrications
Division 7 – Thermal and Moisture Protection		
6	07900	Joint Sealants
Division 9 – Finishes		
7	SP-4	Paintings and Protective Coatings
8	SP-5	Concrete and Ferrous Metal Coatings
Division 11 - Equipment		
9	SP-7	Circular Sludge Collection Equipment

Deliverables: (2) bound sets of the 50 and 90 percent design specifications.

TASK 7 – DESIGN REVIEW MEETINGS

Meet with OWNER personnel to discuss comments on the 50 and 90 percent design submittals. Design review comments will be encouraged and welcome from both OWNER’s engineering and operation personnel.

Deliverables: Meeting agenda and Minutes

TASK 8 – PREPARATION OF FINAL (100%) BID SET PLANS/DOCUMENTS

The bid set (100% Final) will include final drawings and specifications ready for advertising for bids in accordance with the OWNER’s final review comments.

Deliverables: One original reproducible copy of the bid set and technical separations, one reproducible copy of the half-size and full size (22” x 34”) bid set drawings. (2) sets of half-size bid drawings, and (2) sets of specifications.

TASK 9 – BIDDING SERVICES

Subtask 9.1 – Services During Bidding

Conduct pre-bid conference and job walk, provide clarification of bid documents, prepare and issue up to one addendum, and provide the OWNER with a summary of bid activities, including questions and answers.

Deliverables: Up to one addendum, and summary of bid activities.

Subtask 9.2 – Conformed Plans and Specifications

Provide conformed plans and specifications, which will include one master set of half-size drawings, one master set of construction specifications, two sets of full-size drawings, and a thumb drive containing electronic files of drawings and specifications.

Deliverables: One master set of half-size construction drawings, two sets of full-size construction drawings, one master set of construction specifications, and a thumb drive containing electronic files of construction drawings and technical specifications.

TASK 10 – SERVICES DURING CONSTRUCTION

The CONTRACTOR will prepare a listing of submittals and dates of expected submittals, coordinated with supply contract schedules to allow adequate time for review, resubmittal, and review by the ENGINEER, to meet the construction schedule.

TASK 11 – FORCE ACCOUNT

During the progression of the condition assessment or additional items that may develop that could require additional assessment beyond the scope delineated. 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, ENGINEER will prepare a written Task authorization request to obtain written authorization from the CITY to proceed with additional requested work. The contingency amount budgeted in this scope is \$30,000.

Exhibit B: Fee Summary

Client The City of Reno Public Works
 Project Name Reno Stead Water Reclamation Facility Clarifier Assessment

Task No.	Task Description	Project Manager	Principle in Charge (PIC)	Quality Assurance - STR	Quality Assurance - CA	Senior Corrosion Engineer	Field Engineer	Corrosion Engineer	Safety Manager	Deputy PM/Eng Support	Structural Engineer	Project Accountant	Project Admin	CADD	Labor Hours	Labor (\$)	Expenses (\$)	(\$)	Cost (\$)
Task 1	Project Kick-Off/Project Management																		
1.1	Project Management and Coordination	6	2			3	32			15	2	20	10		90	\$14,029	\$780		\$14,809
1.2	QA/QC Program	1		1	1					4					7	\$1,400	\$120		\$1,520
1.3	Coordination with meetings	1		2	2					8					13	\$2,422	\$200		\$2,622
	Subtotal Task 1	8	2	3	3	3	32	0	0	27	2	20	10	0	110	\$17,851	\$1,100	\$0	\$18,951
Task 2	Preliminary Condition Assessment Memorandum																		
2.1	Inspection and Safety Plan				2	2	6		4						14	\$2,770	\$110		\$2,880
2.2	Equipment Preparation						6	6							12	\$1,727	\$90		\$1,817
2.3	Mobilization/Demobilization						16	16		3					35	\$4,998	\$3,650		\$8,648
2.4	Secondary Clarifier No. 2						25	25							50	\$7,196	\$400		\$7,596
2.5	Secondary Clarifier No. 3						25	25							50	\$7,196	\$400		\$7,596
2.6	Data Reduction and analysis, SC No. 2						16								16	\$2,303	\$120		\$2,423
2.7	Data Reduction and analysis, SC No. 3						16								16	\$2,303	\$120		\$2,423
2.8	Prepare Draft Report						48								48	\$6,908	\$350		\$7,258
2.9	QC Draft Report			4		20	10								34	\$7,797	\$340		\$8,137
2.10	Prepare Final Report				4	2	15								17	\$2,697	\$140		\$2,837
2.11	QC Final Report				4	8	8			1					21	\$4,409	\$170		\$4,579
	Subtotal Task 2	0	0	0	10	32	191	72	4	4	0	0	0	0	313	\$50,303	\$5,890	\$0	\$56,193
Task 3	Structural Code Verification Memorandum and Life Cycle Analysis																		
3.1	Record Drawing Reconnaissance									2	8				10	\$1,483	\$100		\$1,583
3.2	Structural Code Verification										48				48	\$7,720	\$510		\$8,230
3.3	Prepare Draft Report										15				15	\$2,412	\$160		\$2,572
3.4	QC Draft Report			6						1	7				14	\$2,786	\$190		\$2,976
3.5	Prepare Final Report										15				15	\$2,412	\$160		\$2,572
3.6	QC Final Report			3						1	8				12	\$2,182	\$160		\$2,342
3.7	Equipment Information Reconnaissance									5					5	\$654	\$30		\$684
3.8	Prepare Draft Life Cycle and Cost Benefit Analysis									10					10	\$1,308	\$70		\$1,378
3.9	QC Draft Life Cycle and Cost Benefit Analysis	2								6					8	\$1,543	\$100		\$1,643
3.10	Prepare Final Life Cycle and Cost Benefit Analysis									10					10	\$1,308	\$70		\$1,378
3.11	QC Final Life Cycle and Cost Benefit Analysis	2								6					8	\$1,543	\$80		\$1,623
	Subtotal Task 3	4	0	9	0	0	0	0	0	41	101	0	0	0	155	\$25,352	\$1,630	\$0	\$26,982
Task 4	Preliminary Design Report Production																		
4.1	Prepare Draft Preliminary Design Report									30					30	\$3,924	\$200		\$4,124
4.2	QC Draft Preliminary Design Report									15	4				19	\$2,605	\$270		\$2,875
4.3	Prepare Final Preliminary Design Report									10					10	\$1,308	\$100		\$1,408
4.4	QC Final Preliminary Design Report	2								10	3				15	\$2,549	\$190		\$2,739
	Subtotal Task 4	2	0	0	0	0	0	0	0	65	7	0	0	0	74	\$10,386	\$760	\$0	\$11,146
Task 5	Design Services																		
5.1	Record Drawing Reconnaissance	1								30					30	\$8,501	\$780		\$9,281
5.2	Drawings Development									20					30	\$6,814	\$1,100		\$7,914
5.3	50% Drawings Development									20					30	\$6,814	\$750		\$7,564
5.4	50% Drawings QC	1								10	2				15	\$4,108	\$400		\$4,508
5.5	90% Drawings Development									10					15	\$3,407	\$340		\$3,747
5.6	90% Drawings QC	1								10	2				15	\$4,108	\$300		\$4,408
5.7	100% Final Drawings Development									5					5	\$654	\$33		\$687
5.8	100% Drawings Development									10					15	\$2,053	\$200		\$2,253
5.9	100% Drawings QC									5					10	\$2,053	\$130		\$2,183
	Subtotal Task 5	3	0	0	0	0	0	0	0	115	4	0	0	0	155	\$38,511	\$4,033	\$0	\$42,544
Task 6	Technical Specifications																		
6.1	Specifications Development									25	1				26	\$3,431	\$172		\$3,602
6.2	50% Specifications Development									15					15	\$1,962	\$130		\$2,092
6.3	50% Specifications QC									10	3				13	\$1,790	\$210		\$2,000
6.4	90% Specifications Development	1								5					6	\$1,033	\$70		\$1,103
6.5	90% Specifications QC	1								5	3				9	\$1,516	\$210		\$1,726
	Subtotal Task 6	2	0	0	0	0	0	0	0	60	7	0	0	0	69	\$9,732	\$792	\$0	\$10,524
Task 7	Design Review Meetings																		
7.1	50% Design Submittal Meeting	1								8					9	\$1,426	\$50		\$1,476
7.2	90% Design Submittal Meeting	1								8					9	\$1,426	\$50		\$1,476
	Subtotal Task 7	2	0	0	0	0	0	0	0	16	0	0	0	0	18	\$2,851	\$100	\$0	\$2,951
Task 8	Preparation of Final (100%) Bid Set Plans/Documents																		
8.1	Preparation of 100% Final Drawings	1								6					8	\$2,218	\$130		\$2,348
8.2	Preparation of 100% Final Specifications	1								6					7	\$1,099	\$100		\$1,199
	Subtotal Task 8	2	0	0	0	0	0	0	0	11	0	0	0	8	21	\$3,317	\$230	\$0	\$3,547
Task 9	Bidding Services																		
9.1	Pre-Bid Conference	1								6					7	\$1,099	\$200		\$1,299
9.2	On-site Job Walk	1								5					6	\$1,033	\$200		\$1,233
9.3	Prepare Addendum and summary of bid activities	3								30					33	\$5,062	\$80		\$5,142
9.4	Conformed Plans and Specifications	1								10					16	\$2,387	\$90		\$2,477
	Subtotal Task 9	6	0	0	0	0	0	0	0	51	0	0	0	5	62	\$9,581	\$570	\$0	\$10,151
Task 10	Services During Construction																		
10.1	Submittal Review	1								50					51	\$6,729	\$360		\$7,089
10.2	Submittal Review Compilation	1								20					21	\$2,806	\$140		\$2,946
	Subtotal Task 10	1	0	0	0	0	0	0	0	70	0	0	0	0	71	\$9,535	\$500	\$0	\$10,035
Task 11	Force Account (Contingency)																		
	Force Account (Contingency)																		
	Grand Total	88	2	12	13	35	223	72	4	520	121	20	10	168	1288	\$207,420	\$15,604	\$0	\$223,024