

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Reno and the City of Sparks, hereinafter referred to as the "CLIENT", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER":

### WITNESSETH:

WHEREAS, CLIENT desires to engineering support services for the TMWRF Nitrification System Control Valve Replacements and Vault Construction, hereinafter referred to as "Project";

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

WHEREAS, the CLIENT has found ENGINEER qualified and experienced in the performance of said services;

WHEREAS, the CLIENT is desirous of engaging the services of ENGINEER to perform said services; and

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

### ARTICLE I - SERVICES

CLIENT agrees to retain and does hereby retain ENGINEER to perform the professional engineering 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.

ENGINEER 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 engineering services.

ENGINEER 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 CLIENT. ENGINEER 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

The Scope of Services is set forth in Exhibit A as attached hereto and incorporated herein by this reference which consists of 16 pages setting forth tasks and the schedule of tasks.

## ARTICLE III - COMPENSATION

Payment for the engineering services hereinabove set forth shall be made by the CLIENT to the ENGINEER and shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

- A. Compensation to the ENGINEER shall be on the basis of time and materials basis as set forth in Exhibit A attached hereto and incorporated herein by this reference.
- B. Payments shall be made by the CLIENT based on itemized invoices from the ENGINEER which lists costs and expenses. Such payments shall be for the invoice amount.
- C. CLIENT shall pay ENGINEER within 30 days of receipt by CLIENT of ENGINEER's invoice. If CLIENT disputes only portions of an invoice, CLIENT agrees to pay for undisputed items on that invoice within the time provided herein. Payment by CLIENT of invoices or request for payment shall not constitute acceptance by CLIENT of work performed under the Agreement by the ENGINEER. ENGINEER shall invoice the City of Reno for the full amount. The City of Reno will invoice the City of Sparks for reimbursement of their share of fees and costs.
- D. The budget for total charges for services authorized by this Agreement is \$436,500.00 and shall not be exceeded without authorization of the CLIENT. The City of Reno's share is the sum of \$299,569.95 and the City of Spark's share is the sum of \$136,930.05. 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. ENGINEER 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

ENGINEER will commence the services as described immediately following the Notice to Proceed provided to the ENGINEER by the CLIENT and will proceed with such services in a diligent manner. ENGINEER will not be responsible for delays caused by factors beyond ENGINEER'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

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

## ARTICLE VI- OWNER'S RESPONSIBILITY

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

## ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

## ARTICLE VIII - NOTICE

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 ENGINEER:

Ruedy Edgington, P.E.  
HDR Engineering, Inc.  
9805 Double R. Blvd.  
Reno, NV 89521

To: CLIENT

Neil C. Krutz, P.E.  
Community Services Director  
City of Sparks  
If by personal service  
431 Prater Way  
Sparks, NV 89431  
If by mail  
PO Box 857  
Sparks, NV 89432

To CLIENT:

John Flansberg, P.E.  
Director of Public Works  
City of Reno  
If by personal service  
1 East First Street  
Reno, NV 89501  
If by mail  
P.O. Box 1500  
Reno, NV 89505

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

#### ARTICLE IX - UNCONTROLLED FORCES

Neither CLIENT nor ENGINEER 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 CLIENT or ENGINEER under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. ENGINEER shall be paid for services performed prior to the delay.

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 ENGINEER or CLIENT 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

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

CLIENT and ENGINEER 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 of this Agreement.

#### ARTICLE XII - ASSIGNMENT

Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any rights under interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this

limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subconsultants as she may deem appropriate to assist her in the performance of the Services hereunder.

#### ARTICLE XIII - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall defend, indemnify and hold harmless CLIENT and its officers, employees and agents (collectively "Indemnitees") 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 ENGINEER or employees or agents of the ENGINEER in the performance of this Agreement.

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

ENGINEER'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 ENGINEER'S negligence or other breach of duty.

If CLIENT's personnel (engineers or other professionals) are involved in defending such legal action, ENGINEER shall also reimburse CLIENT 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 ENGINEER, her legal representatives, heirs, successors and permitted assigns.

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

#### ARTICLE XIV - INTELLECTUAL PROPERTY INDEMNITY

To the fullest extent permitted by law, ENGINEER shall defend, protect, hold harmless, and indemnify CLIENT and the CLIENT'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 CLIENT in writing. If ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, ENGINEER shall be responsible for such loss unless such

information is promptly given to CLIENT. This Indemnity Covenant shall survive the termination of this Agreement.

#### ARTICLE XV – PAYMENT OF TAXES

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

#### ARTICLE XVI - INSURANCE

##### GENERAL REQUIREMENTS

The CLIENT requires that ENGINEER purchase Industrial Insurance, General Liability, and Engineer'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 ENGINEER, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by ENGINEER unless otherwise agreed.

##### INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ENGINEER or any Subconsultant by the CLIENT and in view of NRS 616.280 and 617.210 requiring that ENGINEER complies with the provisions of Chapters 616 and 617 of NRS, ENGINEER shall, before commencing work under the provision of this Agreement, furnish to the CLIENT a certificate of insurance from the Worker's Compensation Insurer certifying that the ENGINEER 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.

Upon completion of the project, the contractor shall provide the CLIENT with a Final Certificate for itself and each Subconsultant which is prepared by the State of Nevada Industrial Insurance System. If the ENGINEER or Subconsultants are unlicensed and are a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

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

## MINIMUM SCOPE OF LIABILITY INSURANCE

Coverage shall be at least as broad as: \*

Insurance Services office Commercial General Liability Coverage Occurrence form CG0001 11/85 or Insurance Services Office Comprehensive General Liability form CG0002 Ed 01/73 with the Board Form Comprehensive General Liability Endorsement GL0404.

Insurance Services Office Business Auto Coverage form number CA00 01 12/90 covering Automobile Liability code 1 any auto with changes in Business Auto and Trucker's Coverage forms - Insured Contract Endorsement form number CA00 29 12/88.

\*Coverages may be excluded only with prior approval of the CLIENTS' Risk Managers.

Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CLIENT. ENGINEER 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. In the event the ENGINEER goes out of business during the term of this Agreement or the six (6) year period described above, ENGINEER shall purchase Extended Reporting coverage for claims arising out of ENGINEER's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

## MINIMUM LIMITS OF INSURANCE

ENGINEER shall maintain limits no less than:

1. General Liability: \$2 million combined single limit per occurrence for bodily injury, personal injury and property damage and \$2 million annual aggregate.
2. ENGINEER's Errors and Omissions Liability: \$2 million per claim and \$2 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 ENGINEER may purchase project insurance or obtain a rider on her normal policy in an amount sufficient to bring ENGINEER's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CLIENT. Should the CLIENTS' Risk Managers require project insurance, project insurance shall be purchased and premium costs shall be borne by the CLIENT. CLIENT retains option to purchase project insurance through the ENGINEER's insurer or through its own source.

## DEDUCTIBLES

Any deductibles must be declared to and approved by the CLIENT Risk Management Divisions. The CLIENT reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles. Any changes to the deductible made during the term of this Agreement or during the term of any policy, must be approved by the CLIENTS' Risk Managers.

## OTHER INSURANCE PROVISIONS

### General Liability Coverages

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

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

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

The ENGINEER'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.

The ENGINEER's insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CLIENT.

### ACCEPTABILITY OF INSURERS

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 CLIENT in its sole discretion. CLIENT reserves the right to require that ENGINEER'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

### VERIFICATION OF COVERAGE

ENGINEER shall furnish the CLIENT 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 resident agent in this state. The certificates are to be on forms approved by the CLIENT. All certificate and endorsements are to be received and approved by the CLIENT before work commences. The CLIENT reserves the right to require complete, certified copies of all required insurance policies, at any time.



## SUBCONSULTANTS

ENGINEERS 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.

### Miscellaneous Conditions

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

ENGINEER shall be responsible for and remedy all damage or loss to any property, including property of CLIENT, caused in whole or in part by the ENGINEER, any subconsultant, or any employee, directed or supervised by ENGINEER, except damage of loss attributable to faulty drawings or specifications.

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

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

## ARTICLE XVII - LITIGATION

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

## ARTICLE XVIII - TERMINATION OF WORK

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, CLIENT may terminate the Agreement for any one of the following causes: performance by ENGINEER which CLIENT deems unsatisfactory in CLIENT's sole judgment; and CLIENT's lack of funds to complete the work. Cause for ENGINEER may include, failure of CLIENT to make timely payment to ENGINEER without good cause, following a demand for payment.

In addition, CLIENT may terminate any or all of the work covered by this Agreement by notifying ENGINEER in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then ENGINEER 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 CLIENT pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order, then ENGINEER and CLIENT shall need to determine what, if any additional services should be performed by ENGINEER in order to close out the work in progress and provide any such unfinished materials to CLIENT. ENGINEER and CLIENT shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by CLIENT 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 .

In the event the Agreement is terminated by CLIENT for cause, including performance deemed unsatisfactory by CLIENT, or ENGINEER failure to perform, or other cause created by ENGINEER, CLIENT may withhold and offset against any payments otherwise due and/or seek recovery from ENGINEER for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; value of CLIENT'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.

ENGINEER 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 XIX - PROFESSIONAL SERVICES

ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by ENGINEER 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, ENGINEER shall, without additional compensation, correct or revise any errors or omissions in their services.

ENGINEER and their subconsultants retained pursuant to this Agreement are considered by CLIENT to be skilled in their profession to a degree necessary to perform the services and duties contained in this Agreement, and CLIENT hereby relies upon those skills and the knowledge of ENGINEER and their subconsultants. ENGINEER 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. ENGINEER makes no warranty, either expressed or implied, as to their findings, recommendations, specifications or professional advice other than as provided herein.

Neither CLIENTS' 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 CLIENTS' rights under of this Agreement. The rights and remedies of CLIENT provided for under this Agreement are in addition to any other rights and remedies provided by law.

Project information including but not limited to reports, written correspondence, and verbal reports will be prepared for the use of the CLIENT. The observations, findings, conclusions and recommendation made represent the opinions of the ENGINEER. Reports, records, and information prepared by others will be used in the preparation of the report. The ENGINEER 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 ENGINEER make any certifications or assurances except as explicitly provided in writing. No responsibility is assumed by the ENGINEER for use of reports for purposes of facility design by others.

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

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

#### ARTICLE XXI - SERVICES BY CLIENT

It is understood and agreed that the CLIENT shall, to the extent reasonable and practicable, assist and cooperate with the ENGINEER in the performance of ENGINEER'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 CLIENT'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

1. 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.
2. The prevailing party in an action to enforce the Agreement shall be entitled to recover its reasonable attorney's fees and costs. It is specifically agreed that a reasonable attorney's fee shall be \$125 per hour.

#### ARTICLE XXIII - NO UNFAIR EMPLOYMENT PRACTICES

1. In connection with the performance of work under this Agreement, Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. 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.

2. ENGINEER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

3. Any violation of these provisions by ENGINEER shall constitute a material breach of contract.

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

#### ARTICLE XXIV - AMERICANS WITH DISABILITIES ACT

1. ENGINEER 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

1. 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.

2. Severability. The legality of any provision or portion of this Agreement shall not affect the validity of the remainder.

3. 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.

4. No Third Party Benefit. This Agreement is a contract between CLIENT and ENGINEER and nothing herein is intended to create any third party benefit.

5. 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

Each party represents that all required authorizations have been obtained to execute this grant 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 signature on this Agreement shall be treated for all purposes as an original signature.

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, CLIENT has caused this Agreement to be executed by the City of Reno and ENGINEER have caused this Agreement to be executed, all as of the day and year first above written.

CITY OF RENO

ATTEST:

By: \_\_\_\_\_  
Robert A. Cashell, Sr., Mayor

By: \_\_\_\_\_  
Lynnette Jones, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Susan Ball Rothe  
Deputy City Attorney

CITY OF SPARKS

ATTEST:

By: \_\_\_\_\_  
Geno Martini, Mayor

By: \_\_\_\_\_  
Sparks City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chet Adams, Sparks City Attorney

ENGINEER

By: \_\_\_\_\_  
Ruedy Edgington, P.E.

## EXHIBIT A SCOPE OF SERVICES

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### City of Reno *Truckee Meadows Water Reclamation Facility Nitrifying Trickling Filters Valve Vaults*

#### PROJECT UNDERSTANDING

Truckee Meadows Water Reclamation Facility (TMWRF) operates six nitrifying trickling filters (NTFs) as part of the nitrogen removal process inherent to meeting TMWRF's discharge permit requirements. Part of the operation of the NTFs involves treatment of the filters for snail infestation twice per week. High pH centrate from the biosolids dewatering process is applied to the filters to kill the snails, which requires flow isolation of the NTFs. There are six (6) flow meters (one per NTF) and 22 existing isolation valves serving the NTFs. The concerns with the valves and flow meters are as follows:

- Many of the existing 24-inch to 36-inch butterfly isolation valves are direct buried, and are inaccessible for inspections or maintenance.
- The following valves are difficult to operate and/or have no stops:
  - Tower No.1 – 36" Hard to operate and no stops
  - Tower No.2 - 36" Hard to operate and no stops
  - Tower No.4 – 36" Hard to operate and no stops
  - Tower No.5 - 24" Hard to operate
  - Tower No.6 – 24" Hard to operate
- Select valves are in existing vaults, such as those serving NTFs 1, 2, and 4, but have little if any room for access and maintenance.
- Most valves do not have motor actuation, and can be difficult or time-consuming for staff to operate.
- Flow meters for NTFs 5 and 6 do not currently operate or are not sending signals to the system. They are also in small vaults, similar to 1-4.
- Flow meters at NTFs 1-4 are in the roadway and their existing vaults are small, making access for maintenance difficult
- Valves at the recycle pump station are problematic and do not have electric actuators
- Staff would like to add two effluent ammonia sampling vaults, one for Towers 1-4 and one for Towers 5 and 6.

All six NTFs must be operational for TMWRF to meet the discharge permit nitrogen limits. The filters can be taken offline for only 4 to 6 hours at a time. Therefore, operation of the isolation valves for snail treatment is critical to the nitrification process and TMWRF's operation.

City of Reno and Sparks (CITY) has selected HDR Engineering, Inc. (CONSULTANT) to provide pre-design, design, and bid assistance services for the replacement of existing NTF isolation valves and installation of vaults and actuators. All direct buried valves will be installed in vaults with adequate service clearance, electric above ground motor actuators, and a backup manual hand operator. If valves are located in traffic areas and cannot be relocated, the electric actuators will be inside the vaults with remote control stations. Some valves may be determined suitable for reuse, while others will require replacement.

Services include evaluation of TMWRF selected flow meter and valve vaults for re-positioning or replacement of the vaults for improved access. Consultant will coordinate with TMWRF staff to assess the existing valves and vaults for replacement needs, including specific recommendations enumerated in the Scope of Work. Considerations may include combining several valves and/or meters into a single structure. Valves may be relocated to improve access, or valves may be added to improve isolation of all Towers.

## SCOPE OF WORK

### **Task 1 - Project Management, Quality Assurance/Quality Control (QA/QC), and Meetings**

This task includes the management activities required to ensure the project is completed on time and within budget, and addresses the CITY'S concerns. CONSULTANT will prepare invoices and progress reports on a monthly basis. The monthly progress reports will summarize budget and schedule status in measurable terms. Other activities include scheduling of staff and coordinating the quality assurance effort. To ensure objectivity, senior technical staff, not immediately involved in the project, will perform internal QA/QC of deliverables before they are submitted to the CITY.

CONSULTANT anticipates the following meetings with CITY staff during the project design:

1. Kick-off– discussion of project objectives and field reconnaissance of valves and vaults to be evaluated.
2. Workshop to build consensus on project issues such as which valves require replacement, redundant valves, flow meter assessment, vault layout, etc.
3. Draft Technical Memorandum review meeting. Comments incorporated into the Final Technical Memorandum.
4. 90% Design Review – discussion and review of 90% design plans. Comments incorporated into 100% design submittal.
5. 100% Design Review - discussion and review of Pre-Final design plans. Comments incorporated into Final design submittal.

*Deliverables: Meeting agenda and minutes, and monthly invoices and progress reports.*

### **Task 2 – Meter & Valve Vault Evaluation - Technical Memorandum**

The purpose of this task will be to coordinate with TMWRF staff, assess existing conditions, establish, and then prioritize the improvements to be constructed under this project. This task will also serve to determine valve and vault standards for design, which will allow CONSULTANT to eliminate a 50% or intermediate design plan submittal. CONSULTANT will work closely with CITY/TMWRF staff to perform the following tasks:



- Provide assessment of existing NTF valves, meters, vaults, and actuators for serviceability and maintenance access.
- Coordinate with TMWRF staff to assess the repairs needed at Flow Meters for NTF Towers 5 and 6.
- Provide isolation analysis to determine if valves can be deleted, relocated, or if new valves are required.
- Provide schedule of valves and actuators to be replaced, vaults to be installed
- For valves determined to be replaced, evaluate plug valves in lieu of butterfly valves.
- For all valves, determine need to standardize or remove gear boxes
- Provide recommendation for make and model of motor actuators with manual bypass. Establish design criteria for actuators in roadways
- Review each vault location to determine if combination of multiple valves (or meters) into a single structure is recommended.
- Each vault location will allow for 18"-24" clear around each valve for maintenance access.
- Each vault will be a fully enclosed concrete box with a floor and drain sump.
- All proposed vaults will be assumed to be cast-in-place.
- Evaluate the need for potholing. Confirm available geotechnical information from past TMWRF projects for use on this project, for vault designs.
- Provide figure of new valve and vault locations, including preliminary vault dimensions and details.
- Typical valve actuator detail.
- Cost Opinion of Work.
- Work with CITY/TMWRF staff to prioritize improvements.
- Work with CITY/TMWRF staff to determine construction phasing based on available revenue.
- Document all design decisions.
- Please reference the attached figures for location of specific proposed improvements.

#### **Subtask 2.1 – Draft Technical Memorandum**

CONSULTANT will prepare a draft technical memorandum (TM) for CITY/TMWRF review.

*Deliverables: PDF files of draft TM.*

#### **Subtask 2.2 – Final Technical Memorandum**

CONSULTANT will revise the draft TM based on the CITY/TMWRF comments and discussion during the review meeting. This task assumes one round of revisions to the TM.

*Deliverables: PDF files and 4 hard copy files of final TM.*

### **Task 3 – Design and Permitting Services**

#### **Subtask 3.1 – Subsurface Investigation & Survey**

CONSULTANT will coordinate with sub-contractors to both provide a topographic site survey and to provide a subsurface infrastructure location survey of areas deemed necessary based on the TM findings. Topographical survey will cover the overall project area, and address differences in the City provided CAD drawings and existing conditions.

Subsurface investigation will cover the areas where vaults will be installed and conflicts may exist with existing utilities and/or structures. CONSULTANT may utilize some or all of the following subsurface investigation methods, including: vector truck potholes, open excavation potholes and ground penetrating radar. Underground pipes will be surveyed both for vertical and horizontal location. Due to the variability of investigative means available, no particular number of potholes has been assumed. If additional sub-surface investigation is necessary, it can be performed on a time and materials basis.

*Deliverables: Autocad and PDF files of the surveyed pothole excavations.*

#### **Subtask 3.2 – 90% Contract Drawings and Specifications**

##### ***3.2.1 – Contract Drawings***

The final TM will be used as the basis of design for this task. Attached to this scope are drawing markups showing the 13 anticipated valve/sampling vaults for the project. CONSULTANT will prepare drawings in AutoCAD 2011 Civil 3D format. The following table shows a preliminary list of drawings anticipated for the project:

Preliminary List of Drawings Anticipated for the Project		
No.	Sheet No.	Drawing Description
<i>General</i>		
1	G-01	Cover Sheet & Vicinity Maps

Preliminary List of Drawings Anticipated for the Project		
No.	Sheet No.	Drawing Description
2	G-02	Symbols & Abbreviations
3	G-03	General Notes & Drawing Index
<b>Civil</b>		
4	C-01	Overall Site Plan
5	C-02	NTF No.1 & No.2 Plan
6	C-03	NTF No.3 & No.4 Plan
7	C-04	NTF No.5 & No.6 Plan
8	C-05	Recycle Pump Station Plan & Sections
9	C-06	Paving Plan
10	C-10	Valve & Actuator Details
11	C-20	Vault Schedule
12	C-30	General Civil Details
<b>Structural</b>		
13	S-01	General Structural Notes
14	S-02	Special Inspections
15	S-03	Typical Concrete Details
16	S-04	Typical Reinforcing Details
17	S-10	Valve Vault Plan & Sections
18	S-11	Valve Vault Plan & Sections
19	S-12	Valve Vault Plan & Sections
20	S-13	Valve Vault Plan & Sections
21	S-14	Valve Vault Plan & Sections
22	S-15	Valve Vault Plan & Sections
23	S-16	Valve Vault Plan & Sections
24	S-17	Valve Vault Plan & Sections
25	S-18	Valve Vault Plan & Sections
26	S-19	Valve Vault Plan & Sections
27	S-20	Valve Vault Plan & Sections
28	S-21	Sampling Vault Plan & Sections
29	S-22	Sampling Vault Plan & Sections
<b>Electrical</b>		
30	E-01	Symbols & Legends
31	E-02	Site Power Plan
32	E-03	Valve Vault Electrical Details

Preliminary List of Drawings Anticipated for the Project		
No.	Sheet No.	Drawing Description
33	E-04	Valve Vault Electrical Details
34	E-05	Meter Vault Electrical Details
35	E-06	Recycle Pump Station Plan
36	E-07	Electrical Details
37	E-08	Electrical Details

The above civil design sheets and valve vault plan and sections will include the design determined necessary for construction of thirteen (13) valve/meter vaults, rehabilitation or replacement of 26 valves and actuators, 6 flow meters for Towers 1 through 6, and the recycle pump station. Drawings will be prepared for 22"x34" full size, and 11"x17" half size sheets, to HDR CAD standards. See attached figures for general depiction of proposed improvements.

### 3.2.2 - Technical Specifications

Technical specifications will be prepared in Construction Specifications Institute (CSI) MasterFormat 1995 (5 digit numbering/16 divisions). Front-end contract documents will be provided by the CITY for use by CONSULTANT. CONSULTANT will prepare the following technical specification sections at the 90% and 100% design levels:

#### Division 1

- 01321 Construction Progress Schedule
- 01340 Submittals
- 01600 Product Delivery, Storage, and Handling
- 01601 Job Conditions – Maintenance of Facility During Construction
- 01640 Product Substitutions
- 01710 Cleaning
- 01782 Operation & Maintenance Manuals

#### Division 2

- 02072 Demolition, Cutting, and Patching
- 02221 Trenching, Backfilling, and Compacting for Utilities
- 02423 Storm Drain System
- 02513 AC Paving
- 02528 Concrete Curb & Gutter
- 02529 Concrete Sidewalk & Steps

#### Division 3

- 03302 Concrete
- 03350 Testing
- 03431 Precast Concrete

#### Division 5

- 05505 Metal Fabrications

05510 Access Hatches

Division 11

11005 Equipment: Basic Requirements

Division 13

13440 Instrumentation for Process Control: Basic Requirements

13442 Primary Elements and Transmitters

13448 Control Panels and Enclosures

Division 15

15060 Pipe and Pipe Fittings: Basic Requirements

15061 Pipe: Steel

15090 Pipe Support Systems

15100 Valves: Basic Requirements

15102 Plug Valves

15113 Butterfly Valves

Division 16

16010 Electrical: Basic Requirements

16060 Grounding

16120 Wire and Cable: 600 Volt and Below

16130 Raceways and Boxes

16135 Electrical: Exterior Underground

16142 Separately Mounted Circuit Breakers

16410 Safety Switches

16442 Motor Control Equipment

*Deliverables:*

- *PDF files of drawings and technical specifications.*
- *Engineer's opinion of probable construction cost.*

**Subtask 3.3 - 100% Contract Drawings and Specifications**

CONSULTANT will provide 100% Drawings and specifications based on the 90% design submittal review comments.

*Deliverables:*

- *Four wet stamped copies of the 100% construction drawings (11" x 17") and four wet stamped copies of the 100% construction drawings (22" x 34") and specifications for CITY and permit review and approval. PDF files of plans and specifications.*
- *Two completed sets of final construction documents (one unbound master for reproduction).*
- *One computer disk with PDF, word, and AutoCAD files of the contract documents.*

- *Engineer's opinion of probable construction cost.*

#### **Subtask 3.4 – Permitting Assistance**

CONSULTANT will prepare and file the following permit applications for the project.

- Nevada Division of Environmental Protection (NDEP). This includes:
  - Submission of plans and specifications to NDEP for review and approval.

The CITY/TMWRF will pay any permit fees. CONSULTANT will respond to and address permitting agency comments.

*Deliverables: Information for permit applications, and meeting agenda and minutes.*

#### **Task 4 – Bid Assistance**

##### **Subtask 4.1 – Pre-Bid Meeting**

CONSULTANT will attend pre-bid meeting and prepare agenda.

*Deliverables: Pre-bid meeting notes.*

##### **Subtask 4.2 - Bid Period Services**

CONSULTANT will respond to bidders questions and prepare contract addenda, and review and summarize bids.

*Deliverables: Up to four project addenda. Bid Tabulation and recommendation for award.*

#### **ITEMS TO BE FURNISHED BY THE CITY/TMWRF**

- Access to the treatment plant facilities, as requested by HDR staff.
- Plant as-built drawings, preferably in electronic AutoCAD format if available
- Historic geotechnical and groundwater data for the area.
- Operation records and plant data, as requested by HDR staff.

- Basis of survey including X,Y, Z coordinates of a minimum of two (2) benchmarks
- City of Sparks Building Permit
- Front end contract documents for bidding. CONSULTANT will revise project names and dates to make them project specific.

## **EXCLUSIONS**

The following items are not included in CONSULTANT'S scope of work, but can be performed on a time and materials basis:

- Aerial mapping
- Geotechnical investigation
- SCADA or controls programming
- Construction Management Services
- As-Built drawings

Table 1 - Estimated Work Effort and Cost

City of Reno and Sparks, NV

TMWRF NTF Valve Vaults

10/9/2013

Task No.	Task Description	Principal/ QA/QC	PM/Senior Civil Engr	Struct Engr	Elec Engr	Civil Engr	CADD Tech.	Project Controller	Project Coord	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Tech Charge (\$)	Subs (\$)	Expenses (\$)	Total Cost (\$)
<b>Task 1 - Project Management, Quality Assurance/Quality Control, &amp; Meetings</b>															
1.1	Project Management		24					8	16	48	\$6,188	\$178			\$6,366
1.2	QA/QC Program (includes review of all submittals)	30				16			8	54	\$9,088	\$200			\$9,288
1.3	Project Meetings (up to 5)	18	28	18	18	32			12	126	\$19,910	\$466		\$800	\$21,177
	Subtotal Task 1	48	52	18	18	48	0	8	36	228	\$35,187	\$844	\$0	\$800	\$36,831
<b>Task 2 - Meter &amp; Valve Vault Evaluation - Technical Memorandum</b>															
2.1	Draft Technical Memorandum	8	70	40	30	70	100		16	334	\$47,426	\$1,236		\$300	\$48,962
2.2	Final Technical Memorandum	8	40	30	30	50	40		8	206	\$30,625	\$762		\$400	\$31,787
	Subtotal Task 2	16	110	70	60	120	140	0	24	540	\$78,051	\$1,998	\$0	\$700	\$80,749
<b>Task 3 - Design &amp; Permitting Services</b>															
3.1	Potholing & Survey	10	40			80	40			170	\$24,204	\$629	\$56,000		\$80,833
3.2	90% Drawings & Specifications	18	120	150	80	120	320		40	848	\$119,245	\$3,138		\$400	\$122,783
3.3	100% Drawings & Specifications	18	60	70	50	80	200		40	518	\$71,196	\$1,917		\$600	\$73,713
3.4	Permitting Assistance		12			40			4	56	\$7,864	\$207			\$8,071
	Subtotal Task 3	46	232	220	130	320	560	0	84	1,592	\$222,509	\$5,890	\$56,000	\$1,000	\$285,399
<b>Task 4 - Bid Assistance</b>															
4.1	Pre-Bid Meeting		8			8			4	20	\$2,732	\$74			\$2,806
4.2	Bid Period Services (up to 4 addenda)	8	40	30	30	40	40		16	204	\$29,873	\$755			\$30,628
	Subtotal Task 4	8	48	30	30	48	40	0	20	224	\$32,605	\$829	\$0	\$0	\$33,434
<b>COLUMN TOTALS</b>		118	442	338	238	536	740	8	164	2,584	\$368,351	\$9,561	\$56,000	\$2,500	\$436,500



HDR Engineering, Inc.  
STANDARD RATE SCHEDULE  
January – December 2013

City of Reno & Sparks  
Truckee Meadows Water Reclamation Facility  
Nitrogen Trickling Filter Valve and Vault Improvements

Drafter I	\$90
Drafter II	\$97
Drafter III	\$115
Drafter IV	\$120
Electrical Engineer I	\$154
Electrical Engineer II	\$175
Electrical Engineer III	\$216
Electrical Engineer IV	\$249
Mechanical Engineer I	\$161
Mechanical Engineer II	\$195
Principal	\$206
Technical Specialist I	\$200
Technical Specialist II	\$225
Technical Specialist III	\$245
Technical Specialist VI	\$275
Project Engineer I	\$132
Project Engineer II	\$145
Project Engineer III	\$155
Project Engineer IV	\$160
Project Engineer V	\$170
Project Engineer VI	\$185

Staff Engineer I	\$65
Staff Engineer II	\$87
Staff Engineer III	\$100
Staff Engineer IV	\$110
Staff Engineer V	\$120
Structural Engineer I	\$128
Structural Engineer II	\$150
Structural Engineer III	\$229
CADD Technician I	\$128
CADD Technician II	\$144
Project Controller I	\$82
Project Controller II	\$119
Project Controller III	\$129
Project Controller IV	\$138
Project Coordinator I	\$50
Project Coordinator II	\$69
Project Coordinator III	\$82

*Please Note: Rates include current overhead rate plus profit and are adjusted annually*

**EXPENSES:**

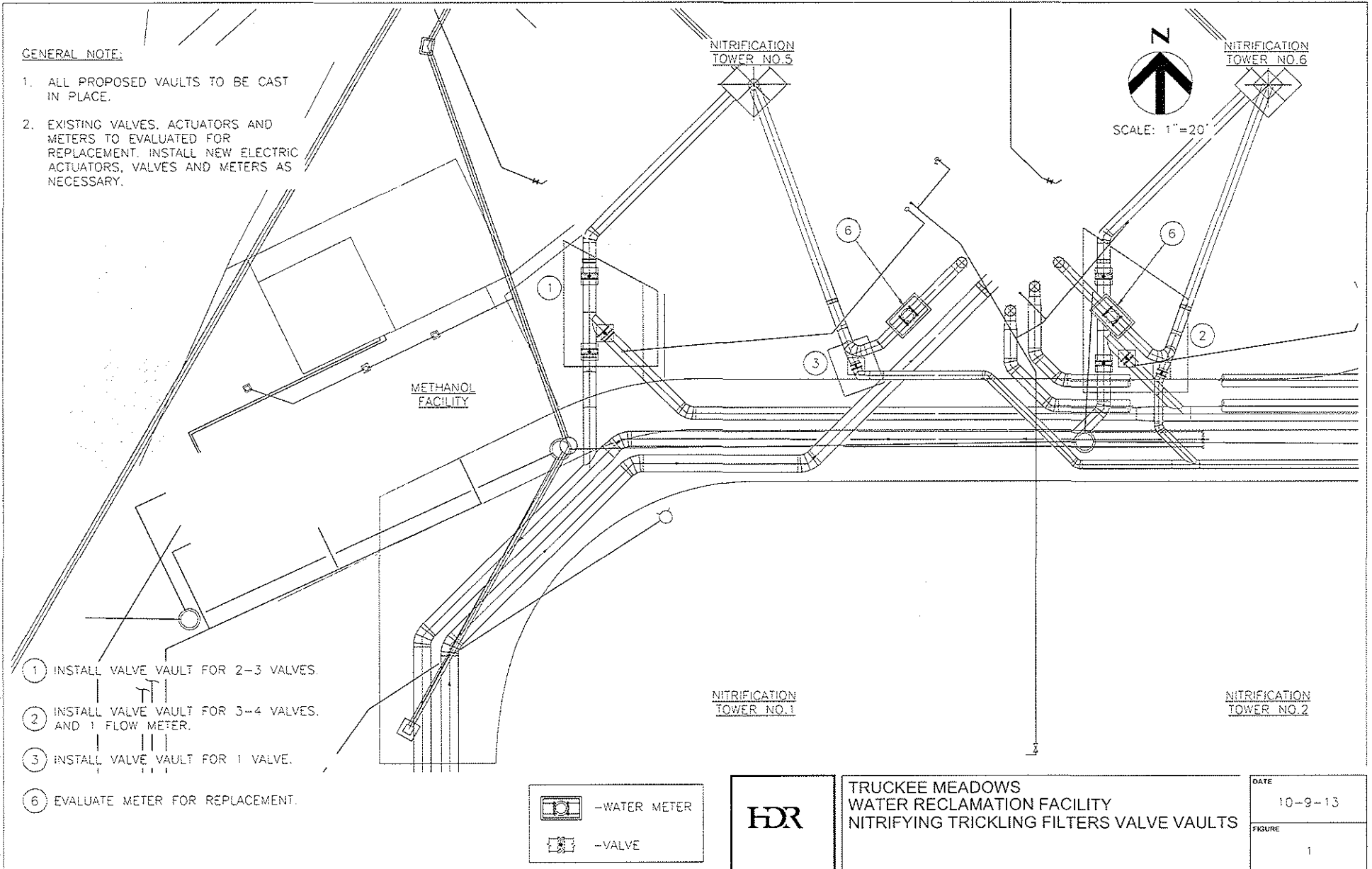
*In-house Expenses:*

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (Per Mile)	FTR – Federal
Color Copy (per copy)	\$0.75 to \$1.50
Photocopies (per copy)	\$0.10 to \$0.20
Bond Plotting – B&W (per square foot)	\$0.135
Bond Plotting – Color (per square foot)	\$0.50
Vellum – B&W (per square foot)	\$0.50
Mylar – B&W (per square foot)	\$0.90

*Please Note: Technology charges include computer, CADD, network, software, and other related technology services.  
Expense and Subconsultants are charged with a five percent mark up.*

**GENERAL NOTE:**

1. ALL PROPOSED VAULTS TO BE CAST IN PLACE.
2. EXISTING VALVES, ACTUATORS AND METERS TO EVALUATED FOR REPLACEMENT. INSTALL NEW ELECTRIC ACTUATORS, VALVES AND METERS AS NECESSARY.



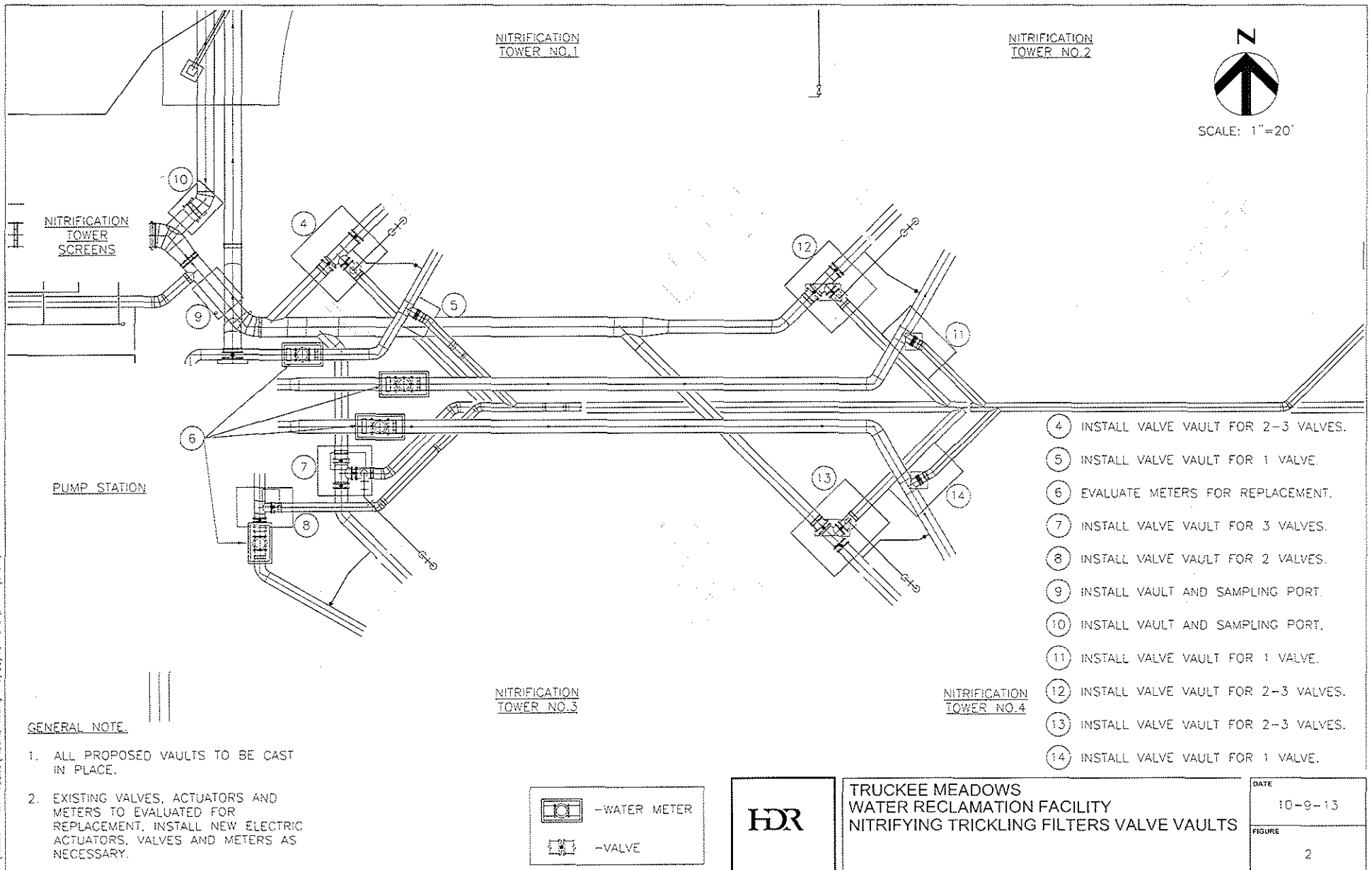
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**HDR**

**TRUCKEE MEADOWS  
WATER RECLAMATION FACILITY  
NITRIFYING TRICKLING FILTERS VALVE VAULTS**

DATE	10-9-13
FIGURE	1

P:\YHWR - NIF\Vaults\Figure 2.dwg 10/09/13 3:57pm kgpzale



P:\MWRP - NTF Vaults\FIGURE-X.dwg 10/09/13 2:45pm kgonzalez

