

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 construction management and engineering services for the TMWRF Nitrification System Control Valve Phase 2, 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.

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

## 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 9 pages.

## 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 set forth in Exhibit A which is 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.
- D. The budget for total charges for services authorized by this Agreement is the not to exceed sum of \$246,700.00, which includes a contingency amount of \$25,000.00, and shall not be exceeded without authorization of the CLIENT. The City of Reno's share is the sum of \$169,310.21 and the City of Spark's share is the sum of \$77,389.79. 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:  
Rudy Edgington, P.E., Vice President  
HDR Engineering, Inc.  
9805 Double R Blvd # 101  
Reno, NV 89521

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 1900  
Reno, NV 89505

John Martini, 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

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 XXI, 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 XXI, 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 or 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 actual rate charged for each city employee for such services. These provisions shall survive termination of this agreement and shall be binding upon ENGINEER, her legal representatives, heirs, successors and permitted assigns.

If ENGINEER 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 – 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 XV - 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 (WORKERS' COMPENSATION & EMPLOYER'S LIABILITY)

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 616B.627 and 617.210 requiring that ENGINEER complies with the provisions of Chapters 616A to 616D, inclusive 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' 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. Should the ENGINEER be self-insured for Industrial Insurance, the ENGINEER shall so notify the CLIENT and approve written approval of such self-insurance prior to the signing of a Contract. The CLIENT reserves the right to accept or reject a self-insured ENGINEER and to approve the amount(s) of any self-insured retentions. The ENGINEER agrees that the CLIENT is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the ENGINEER.

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: \*

**Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO O1 04 13 or an equivalent form. 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.

**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 non owned and hired auto liability are included. The ENGINEER 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.

**The Additional Insured Endorsements for General Liability shall be at least as broad as the unmodified ISO CG 20 10 04 13 and ISO CG 20 37 04 13 endorsements, or equivalent. The certificate shall confirm Excess Liability is following form.**

\*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 unless waived by the CLIENT. 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 minimum combined single limit per occurrence for bodily injury, personal injury and property damage and \$4 million annual aggregate.
2. ENGINEER'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 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 OR SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions 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 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 CLIENTS' Risk Managers.

## OTHER INSURANCE PROVISIONS

### General Liability Coverages

The CLIENT, its officers, officials, employees and volunteers are to be covered as additional insureds 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.

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 ENGINEER'S production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."

The ENGINEER'S insurance coverage shall be endorsed to state that coverage shall not be canceled 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, by mail, 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 an 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 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 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.

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 XVI - 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 XVII - 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 XXI.

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 XVIII - 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 in conformance to and consistent with the standards generally recognized as being employed by professionals of their caliber in the State of Nevada.

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 XIX - 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 XX - 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 XXI - 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 XXII - 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 XXIII - 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 XXIV - 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.

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ARTICLE XXV - 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

By: \_\_\_\_\_  
Hillary L. Schieve, Mayor

ATTEST:

By: \_\_\_\_\_  
Ashley D. Turney  
Reno City Clerk

APPROVED AS TO FORM

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

CITY OF SPARKS

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

ATTEST:

By: \_\_\_\_\_  
Teresa Gardner  
Sparks City Clerk

APPROVED AS TO FORM:

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

ENGINEER: HDR Engineering, Inc.

By: \_\_\_\_\_  
Rudy Edgington, P.E., Vice President

EXHIBIT A  
SCOPE OF SERVICES

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***Truckee Meadows Water Reclamation Facility  
Nitrification Tower Control Valve Replacement - Phase 2  
Construction Management and Engineering Assistance***

HDR will provide construction management and engineering assistance services for the TMWRF Nitrification Tower Control Valve Replacements Phase 2. This scope of work assumes that construction will occur over a 34-week period.

**TASK 1 - PRECONSTRUCTION ACTIVITIES**

**Subtask 1.1 - Administrative Setup**

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

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

This task is important for the management of any project during construction, as well as for providing usable documentation for claims defense, record drawings, and future design efforts.

**Subtask 1.2 - Preconstruction Conference**

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



## **TASK 2 - CONSTRUCTION CONTRACT ADMINISTRATION & ENGINEERING ASSISTANCE**

### **Subtask 2.1 - Document Existing Site Conditions and Project Progress**

Photo documentation will be utilized throughout the construction sequence to provide a visual database of existing site conditions, project progress, and areas of concern or interest. All photographs will be digital and compiled on compact discs indexed by date. A copy of the photographs will be provided to the City at the end of construction. HDR will also document the Contractor's photo/video documentation and provide it to the City.

Weekly inspection and progress logs will be taken and archived in the file system.

### **Subtask 2.2 – RFI Review and Tracking**

Requests For Information (RFIs) received from the contractor will be reviewed by the respective responsible engineer. The engineer will provide a response to the Resident Engineer (RE), who will forward to the Contractor. RFIs will be logged and tracked. This task assumes up to 20 RFIs.

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

Submittals will be reviewed for conformance with the contract documents by the respective responsible engineer. The engineer will grade the submittal and provide comments as necessary. Submittals will be tracked by number, CSI section, action taken, date received, and date returned to the contractor. HDR will track each submittal for timely processing of submittals. This task assumes up to 40 submittals.

### **Subtask 2.4 - Schedule**

**2.4.1 - Initial Schedule Review.** The contractor's initial schedule will be reviewed for completeness and appropriateness in regard to the specified milestone dates, end date, and practicality.

**2.4.2 - Schedule Monitoring.** HDR will review the contractor's monthly schedule. The City will be notified of deviations from the schedule.

### **Subtask 2.5 - Weekly Progress Meetings**

During the onsite construction portion of the work, weekly progress meetings are necessary to maintain continuing and effective dialogue between team members, and to keep the project on track. Progress meetings will be held on-site to discuss the general project schedule; three-week look ahead schedule; current, past, and potential issues; permit,

mitigation and monitoring plan issues; and outstanding items such as RFIs and submittals. HDR will conduct the progress meetings and issue meeting minutes. This task assumes up to 16 meetings.

### **Subtask 2.6 - Monthly Status Reports**

HDR will prepare and submit to the City monthly reports highlighting project progress, extra work orders, budget, and schedule status. This task assumes up to 8 monthly status reports.

### **Subtask 2.7 - Issues Management**

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

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

**2.7.2 - Conflict Resolution:** HDR, in conjunction with the contractor, will analyze the problem and seek to solve the problem in the field. HDR will seek appropriate advice from City staff if any redesign is required.

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

### **Subtask 2.8 – Extra Work Orders**

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

**2.8.1 - Schedule Impact Review:** The impact on the schedule of the proposed change will be evaluated and reviewed. Any time extensions requested in the change will be evaluated for merit.

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

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

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

### **Subtask 2.9 - Progress Payment Applications**

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

**2.9.1 - Payment Request Review.** The contractor's progress payment applications will be reviewed against the schedule of values for verification of work completed. Retention amounts and numerical addition will be verified.

**2.9.2 - Quantity Verification.** Each pay item in the payment application will be verified with the contractor and through field measurement and inspection.

**2.9.3 - Payment Application Documentation.** HDR will prepare payment documentation for execution by the City to support the contractor's application.

This task assumes up to 8 pay applications.

## **TASK 3 - CONSTRUCTION MONITORING**

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

A resident engineer will be on site as needed. His time onsite will increase during critical activities and decrease during non-critical times. This task assumes that the resident engineer will be on site on average 20 hours per week, for approximately 18 weeks. The

resident engineer will observe construction activities, and will be responsible for coordinating construction documents and RFIs, and scheduling inspections and testing.

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

### **Subtask 3.2 - Testing**

HDR's geotechnical subconsultant will provide materials testing on the project. Requests for testing and scheduling will be coordinated with the contractor. Test results will be documented in progress reports. City of Sparks will perform any inspections related to the project building permits.

**3.2.1 - Compaction Testing.** HDR's subconsultant will provide testing to determine aggregate base compaction for concrete paving, and backfill compaction, (where rock or CLSM are not used). This task assumes that the geotechnical subconsultant will make 6 site visits at 2 hours each for density testing of bedding and backfill.

**3.2.2 – Concrete Testing.** Subconsultant will provide concrete compressive strength tests for miscellaneous concrete work including curb, gutter, sidewalk, and equipment pads. It is estimated that this work will be completed in 4 pours. This task assumes that the geotechnical subconsultant will make 4 site visits at 3 hours each for concrete sampling. Four sets of concrete cylinders will be tested for compressive strength.

**3.2.3 – Special Inspection.** Subconsultant will perform special inspections of the structural steel/aluminum bolting and welding. The scope assumes 3 site visits at 3 hours each for this activity. Inspector will also inspect the epoxy anchor bolts. Scope includes 2 site visits at 3 hours each for this activity.

## **TASK 4 - CONTRACT CLOSEOUT ACTIVITIES**

### **Subtask 4.1 - Notice of Substantial Completion**

Consultant will compile and execute the notice of substantial completion for each contract. The notice will be provided to the District and the Contractor.

### **Subtask 4.2 - Walkthrough/Completion List**

When the construction of the project is substantially complete, HDR will perform a project walkthrough with the City to compile a completion list. The completion list will be provided to the contractor, and items tracked to resolution.

### **Subtask 4.3 - Administrative Requirements Verification**

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

#### **Subtask 4.4 - Final Completion List Walk Through**

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

#### **Subtask 4.5 - Contract Retention**

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

#### **Subtask 4.6 - Final Payment**

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

#### **Subtask 4.7 - Notice of Completion**

Upon verification of completion of all completion list items, HDR will assist the City in executing and filing the Notice of Completion for the project. The Notice of Completion will verify that the contractor has fulfilled the contract requirements and that all work is complete. This task will also include a letter to NDEP to document the project was constructed according to the plans and specifications.

#### **Subtask 4.8 – Record Drawings & Closeout Documents**

HDR will prepare Record Drawings based on the contractor's completed redlines. The design drawings will be updated in Autocad, and 2 hard copies provided in 22"x34" size, as well as electronic files in Autocad, Word, and pdf formats.

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

### **TASK 5 – CONTINGENCY**

During the construction of this project, issues may arise that would require services beyond the scope delineated herein. This task will provide a set aside amount to be used as directed by the CITY to address specific items not in the original scope, and assist in

meeting the intent of the project. At the request of the CITY, ENGINEER will prepare a written Task Authorization Request letter to obtain written permission from the CITY to proceed with additional requested work. The contingency amount budgeted in this scope is \$25,000.

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

This scope of services does not include the following tasks:

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

### **FEE**

The total fee for these services is based on time and materials and is not to exceed \$246,700. Where activities are subject to prevailing wages requirements, HDR will pay prevailing wages in accordance with Nevada Revised Statutes (NRS) sections 338.010 through 338.090.

**Table 1 - Estimated Work Effort and Cost**

City of Reno and Sparks, NV

TMWRF NTF Valve Replacements - Phase 2

12/16/2016

Task No.	Task Description	QA/QC	PM/Senior Civil Engr	Struct Engr	Elec Engr	Resident Engr	Field 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 - PRECONSTRUCTION ACTIVITIES</b>																
1.1	Administrative Setup		4			8			8	12	32	\$4,197	\$118		\$50	\$4,365
1.2	Preconstruction Conference		3			4				1	8	\$1,285	\$30			\$1,315
1.3	Project Management	6	10						16		32	\$6,021	\$118		\$50	\$6,190
1.4	QA/QC Program	6	8			4				12	30	\$4,811	\$111			\$4,922
<b>Subtotal Task 1</b>		<b>12</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>25</b>	<b>102</b>	<b>\$16,314</b>	<b>\$377</b>	<b>\$0</b>	<b>\$100</b>	<b>\$16,792</b>
<b>Task 2 - CONSTRUCTION CONTRACT ADMINISTRATION AND ENGINEERING ASSISTANCE</b>																
2.1	Document Existing Site Conditions and Project Progress (weekly inspection logs)		4			24					28	\$4,477	\$104			\$4,581
2.2	RFI Review and Tracking (up to 20)		40	8	8	60				8	124	\$21,759	\$459		\$50	\$22,268
2.3	Submittals Review and Tracking (up to 40)		80	24	24	20				16	164	\$32,165	\$607		\$200	\$32,972
2.4	Schedule Review & Monitoring		4			8				2	14	\$2,178	\$52			\$2,230
2.5	Weekly Progress Meetings (up to 16)		20			48				16	84	\$12,609	\$311		\$50	\$12,970
2.6	Monthly Status Reports (up to 8)	4	8			20				8	40	\$6,397	\$148		\$200	\$6,745
2.7	Issues Management	6	30	8	8	24				4	80	\$15,584	\$296		\$50	\$15,930
2.8	Contract Changes	4	16			20		16		8	64	\$10,007	\$237		\$50	\$10,294
2.9	Progress Payment Applications (up to 8)		8			16				8	32	\$4,682	\$118			\$4,800
<b>Subtotal Task 2</b>		<b>14</b>	<b>210</b>	<b>40</b>	<b>40</b>	<b>240</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>70</b>	<b>630</b>	<b>\$109,858</b>	<b>\$2,331</b>	<b>\$0</b>	<b>\$600</b>	<b>\$112,789</b>
<b>Task 3 - CONSTRUCTION MONITORING</b>																
3.1	Onsite Personnel (up to 18 weeks) & Field Visits		45				360	8			413	\$56,646	\$1,528		\$150	\$58,324
3.2	Testing (soils & concrete)		1	4			4				9	\$1,599	\$33	\$9,000		\$10,632
<b>Subtotal Task 3</b>		<b>0</b>	<b>46</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>364</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>422</b>	<b>\$58,245</b>	<b>\$1,561</b>	<b>\$9,000</b>	<b>\$150</b>	<b>\$68,956</b>
<b>Task 4 - CONTRACT CLOSEOUT ACTIVITIES</b>																
4.1	Notice of Substantial Completion		2			4				1	7	\$1,089	\$26			\$1,115
4.2	Walkthrough/Punchlist	1	4			8				2	15	\$2,453	\$56		\$50	\$2,559
4.3	Administrative Requirements Verification		2			6				2	10	\$1,478	\$37			\$1,515
4.4	Final Punchlist Walk Through		4			8				2	14	\$2,178	\$52		\$50	\$2,280
4.5	Contract Retention	1	1			2					4	\$779	\$15			\$794
4.6	Final Payment		1			2				1	4	\$585	\$15			\$600
4.7	Notice of Completion		4			4				1	9	\$1,481	\$33		\$50	\$1,565
4.8	Record Drawings	2	8	2	2	24		40			78	\$11,923	\$289		\$500	\$12,712
<b>Subtotal Task 4</b>		<b>4</b>	<b>26</b>	<b>2</b>	<b>2</b>	<b>58</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>9</b>	<b>141</b>	<b>\$21,967</b>	<b>\$522</b>	<b>\$0</b>	<b>\$650</b>	<b>\$23,138</b>
<b>Task 5 - CONTINGENCY</b>																
5.1	Contingency															\$25,000
<b>Subtotal Task 5</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>
<b>COLUMN TOTALS</b>		<b>30</b>	<b>307</b>	<b>46</b>	<b>42</b>	<b>314</b>	<b>364</b>	<b>64</b>	<b>24</b>	<b>104</b>	<b>1,295</b>	<b>\$206,384</b>	<b>\$4,792</b>	<b>\$9,000</b>	<b>\$1,500</b>	<b>\$246,700</b>



HDR Engineering, Inc.  
STANDARD RATE SCHEDULE  
January – December 2017

City of Reno & Sparks

<b>Classification</b>	<b>Rate</b>
Drafter I	97.00
Drafter II	108.00
Drafter III	122.00
Drafter IV	130.00
Electrical Engineer I	165.00
Electrical Engineer II	188.00
Electrical Engineer III	210.00
Electrical Engineer IV	230.00
Electrical Engineer V	280.00
Mechanical Engineer I	167.00
Mechanical Engineer II	178.00
Mechanical Engineer III	211.00
Mechanical Engineer IV	230.00
Principal in Charge	240.00
Technical Specialist I	215.00
Technical Specialist II	242.00
Technical Specialist III	263.00
Technical Specialist IV	275.00
Technical Specialist V	294.00
Project Engineer I	141.00
Project Engineer II	155.00
Resident Engineer	155.00
Project Engineer III	167.00
Project Engineer IV	172.00
Project Engineer V	195.00
Project Engineer VI	200.00
Staff Engineer I	70.00
Staff Engineer II	95.00
Staff Engineer III	110.00
Staff Engineer IV	120.00
Field Engineer	130.00
Staff Engineer V	145.00
Structural Engineer I	138.00
Structural Engineer II	160.00
Structural Engineer III	220.00
Structural Engineer IV	247.00
Cost Estimator I	157.00
Cost Estimator II	175.00
Cost Estimator III	190.00
Cost Estimator IV	213.00
CADD Technician I	140.00
CADD Technician II	155.00
CAD / GIS Analyst	162.00
Project Controller I	89.00
Project Controller II	129.00
Project Controller III	139.00
Project Controller IV	148.00
Project Coordinator I	54.00
Project Coordinator II	80.00
Project Coordinator III	88.00
Project Coordinator IV	95.00
<b><u>EXPENSES:</u></b>	
Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (Per Mile)	FTR – Federal
Reproduction	at cost
Subconsultants Markup	5%