

CITY OF RICHMOND
GOODS AND SERVICES CONTRACT

This Contract, dated this 21.00 day of January, 2025 (the "Commencement Date") between the City of Richmond, Virginia (the "City") and HNTB Corporation (the "Contractor"), is binding among and between these parties as of the date of the City's final signature.

WHEREAS, on January 3, 2025, the Governor of Virginia issued Executive Order No. 44 (2025) declaring pursuant to sections 44-146.17 and 44-75.1 of the Code of Virginia that a state of emergency exists as a result of predicted severe winter weather impacts affecting the Commonwealth of Virginia;

WHEREAS, by Resolution No. 2025-R002, adopted January 8, 2025, the Council of the City of Richmond consented to the declaration made by the Mayor of the City of Richmond in his role as Director of Emergency Management that a local emergency exists in the city of Richmond due to the effects from the winter storm;

WHEREAS, section 44-146.21(C) of the Code of Virginia authorizes the City, whenever a local emergency has been declared, to enter into contracts and incur obligations necessary to combat such threatened or actual disaster, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster without regard to time-consuming procedures and formalities prescribed by law; and

WHEREAS, the City now awards the Contractor this Contract for an after-action assessment of a recent operational failure at the City's municipal water treatment plant, to include identification of root causes, evaluation of response effectiveness, and recommendations for improving operational resilience and communication protocols.

THEREFORE, in consideration of the Recitals set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract; Use of Electronic Signatures.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below. By signing this Contract, the Contractor acknowledges and certifies the Contractor's agreement to the acceptance and use of electronic signatures for purposes of this Contract and any amendments or modifications thereto. The Contractor hereby agrees that electronic signatures shall be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
2. **Contract Amount.** The maximum authorized contract amount for this Contract is Two Hundred Thirty-Four Thousand U. S. dollars (\$234,000.00). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

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3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:
- A. This Goods and Services Contract between the City and the Contractor.
 - B. The General Terms and Conditions, attached hereto as Exhibit A.
 - C. The Contractor’s proposal consisting of four pages, attached hereto as Exhibit B.
- All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:

By:  1/21/25
(signature in ink) *Date*

Michael Voinis
(typed name)

Senior Vice President
(typed title)

For the CITY:

By:  1/21/2025
Signed by:
Rene M. Almaraz *Date*
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Rene M. Almaraz
Director of Procurement Services