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OCT 25 2023

CITY CLERK

**Contracts and Agreements Signature Checklist**

Document Name: <u>River Corridor Planning Services for the Truckee River Plan</u>	
Vendor: <u>Dig Studio</u>	Amount: <u>\$ 329,606</u>
Responsible Staff: <u>Amy Pennington</u>	Phone: <u>775-770-8988</u>
<small>*Must by 5 business days prior to Council date</small>	
Signed by Outside Parties: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, Reason: _____	
<small>*No ONLY if document party State of Nevada or Federal Department of the United States Government entity</small>	Number of Originals: <u>1</u>
Council Action Required: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, Reason: <u>Contract approval - ARPA</u>	
Council Date: <u>10/25/23</u>	Agenda Item: <u>D.2.</u>
Agreement/Contract Type: <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Non-Professional Services <input type="checkbox"/> Construction <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Amendment/Modification <input type="checkbox"/> Other	
Signatures Needed: <input checked="" type="checkbox"/> Mayor/Vice Mayor <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Clerk <input checked="" type="checkbox"/> Office of the City Attorney <u>Jusan Lake-Ball</u> (Attorney Name)	
Request Return By: <input type="checkbox"/> Hard Copies <input checked="" type="checkbox"/> Electronic Copies	
Email to: <u>penningtona@reno.gov</u> <small>*In lieu of hard copies</small>	

CITY CLERK ONLY: OnBase ☐



**Coronavirus State and Local Fiscal Recovery Funds**

**City of Reno Subrecipient Agreement**

**Project Name: River Corridor Planning Services for  
the Truckee River Plan**

## SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of October, 2023, by and between the CITY OF RENO, NEVADA, a municipal corporation ("City"), and DIG STUDIO, INC. ("Subrecipient").

### RECITALS

A. Subrecipient is an architectural firm that provides specialized services relating to river corridor planning services.

B. City has found Subrecipient qualified and experienced in the performance of said services and wishes to engage Subrecipient's services.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, agreements and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, City and Subrecipient agree as follows:

### ARTICLE I. CITY REQUIREMENTS

1. CONSULTING SERVICES. The scope and timing of services to be performed by Subrecipient are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference. No substantial changes in the scope of services shall be made without prior written approval of the City and Subrecipient. Changes in the scope of services resulting in additional services will be reimbursed as Subrecipient's hourly billing rates as set forth in Exhibit A, or alternatively, as set forth in an executed work order.

2. TERM OF AGREEMENT. By execution of this Agreement, the City grants to the Subrecipient specific authorization to proceed, upon written notice, with the services described in Section 1 of this Agreement, and shall continue until conclusion of services as authorized by the City, or until May 1, 2024 whichever comes first.

3. COMPENSATION, REIMBURSEMENT AND METHODS OF PAYMENT. The total cost to City for the performance of the Services set forth in Section 1 shall not exceed the sum of \$329,606.00. Subrecipient agrees to use its best efforts to perform the Services within such not-to-exceed amount ("NTE Amount"). If, at any time, Subrecipient has reason to believe that the total cost to City for the performance of the Services will be greater than NTE Amount, Subrecipient shall immediately notify City in writing to that effect, giving the revised estimate of such total cost for the performance of this Agreement. Subrecipient shall not be obligated to continue performance of the Services or otherwise to incur costs in excess of the NTE Amount set forth in this Agreement, unless and until City Attorney has notified Subrecipient in writing that such NTE Amount has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of the Services. **In the absence of the specified written notice, City shall not be obligated to reimburse Subrecipient for any costs in excess of the NTE Amount set forth in this Agreement, whether or not those excess costs were incurred during the course of the Agreement.** When and to the extent that the NTE set forth in this Agreement has been increased, costs incurred by Subrecipient in excess of the NTE prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase; unless City issues

a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses. No notice to proceed or other direction from City shall be considered an authorization to Subrecipient to exceed the NTE Amount set forth in this Agreement in the absence of a statement in the notice to proceed, or other Agreement modification, increasing the NTE Amount for the performance of this Agreement.

- (a) Fee Basis. Fees shall be charged on an hourly basis for all services rendered.
- (b) Monthly Invoices. Subrecipient shall submit to City monthly progress invoices based on the actual amount of services rendered, including costs and traveling expenses. Invoices shall be submitted to the City no later than five (5) days after the close of each month's billing cycle.
- (c) Invoice Requirements. As a condition precedent to any payment to Subrecipient under this agreement, Subrecipient shall submit monthly to the City:
  - (1) a statement of account which clearly sets forth by dates the designated items of work for which the billing is submitted; and,
- (d) City Payments. Subrecipient shall receive payments from the City based upon approved invoices within thirty (30) days of invoice postmark date.

4. **RETURN OF UNSPENT FUNDS TO THE CITY.** If applicable, Subrecipient agrees to return to the City the balance of any unspent funds by May 31, 2024.

5. **FUNDING OUT.** Notwithstanding any other provision of this agreement, in the event that the City has failed to appropriate or budget funds for the purposes specified in this agreement, or that the City has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this Agreement, or that the City fails to receive financial assistance allocated to the City by the State under The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, the City's obligation to fund any unpaid amounts shall be modified or eliminated in accordance with the City's appropriations or budget decision and the Agreement shall be deemed so modified or terminated without penalty, charge or sanction.

6. **SUBRECIPIENT PRINCIPAL IN CHARGE.** Brandon Sobiech, PLA shall be responsible for the performance of services described herein, and shall supervise any services performed by other members of Subrecipient's firm. It is understood that Subrecipient shall coordinate its services with the City Manager, or his designee.

7. **EMPLOYMENT OF OTHER SPECIALISTS OR EXPERTS.** Subrecipient shall not employ or otherwise incur an obligation to pay any other firm, specialist or expert for services in connection with this Agreement without prior written approval of the City Attorney, or her designee.

8. **INTEREST OF MEMBERS OF CITY.** No member of the governing body of the City, and no other officers, employees or agents of City who exercise any functions or responsibilities in connection with the carrying out of any project to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

9. **INTEREST OF SUBRECIPIENT.** Subrecipient (including principals, associates and professional employees) covenants that it does not now have any interest and shall not acquire any interest, direct or indirect, in the area covered by any project of the City to which this agreement pertains, or any parcels therein, or any other interest which would conflict in any manner or degree

with the performance of its services hereunder. Subrecipient further covenants that in the performance of its duties hereunder, no person having any such interest shall be employed.

10. **INSURANCE.** Subrecipient shall maintain comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the City will accept certification of insurance issued by an authorized representative of the insurance carrier. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the City as an additional insured.

Subrecipient shall maintain during the term of this Agreement, and for a six year period after completion of the term of this Agreement, errors and omissions insurance in the amount of not less than Two Million Dollars (\$2,000,000). As evidence of errors and omissions insurance coverage, the City will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written notice of cancellation to the City. In addition, Subrecipient shall maintain during the term of this Agreement Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the State of Nevada. Subrecipient must also comply with all applicable state laws which require participation in any state workers' compensation fund.

11. **RECORDS.** Subrecipient's books, documents, papers and records ("records") specifically relating to this agreement shall be open to inspection and subject to audit, examination, excerpts and transactions, during working hours by the City, Reno City Attorney, the Reno Finance Department, or any of their duly authorized representatives at the expense of the City. Subrecipient shall maintain all records for five (5) years after the date of final payment and close of all other pending matters.

12. **REPORTING TO THE CITY.** Subrecipient shall provide a written report to the City summarizing project activities, expenditures, and project status quarterly as requested or until work is completed on May 1, 2024. Report templates will be provided by City staff and must be filled out completely for each report. Subrecipient agrees to provide additional reports on an as-needed basis, and upon request, present to the City Council at a public meeting.

13. **INDEMNIFICATION.** To the fullest extent permitted by law, Subrecipient shall assume the defense of, indemnify and hold harmless the City and its officers, agents, employees, and volunteers (collectively "Indemnitees") from and against any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Subrecipient or its sub-Subrecipients) and liability of every kind, nature and description (including without limitation, incidental and consequential damages, court costs, attorneys' fees and costs of investigation) that arise directly or indirectly, in whole or in part, from : (1) the services under this Agreement, or any part thereof, (2) any act or omission of Subrecipient, and sub-Subrecipients to the Subrecipient, anyone directly or indirectly employed by it, agents of Subrecipient, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any indemnitee, subject to the provisions set forth below in this section. Subrecipient assumes no liability for the sole negligence or willful misconduct of Indemnitees. Subrecipient'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 Subrecipient's negligence or other breach of duty. Any and all Federal, State and local



taxes, charges, fees, or contributions required by law to be paid with respect to Subrecipient's performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. **OWNERSHIP OF DOCUMENTS.** Upon completion of the Services, all work product, including, without limitation, research, investigation and analysis data, reports (including files on disks in both word processing and portable document format), computations, tabulations, original drawings (including files on disks in both CAD and portable document format), and correspondence input from external sources, shall be delivered to and become the property of City upon approval by City of payment of Subrecipient's final invoice. In connection therewith, City shall retain all copyrights with respect to such materials. Subsequent use of said materials on any other project or for any other purpose shall be at City's sole discretion and sole liability. To the extent that any discovery or invention is made by City or Subrecipient in the course of, or in connection with, this Agreement, the Project and/or the performance of the Services, City shall be entitled to all intellectual property rights and benefits arising therefrom, including, without limitation, patent rights, the right to license use by others and the rights to receive royalties therefrom.

15. **INDEPENDENT CONTRACTOR.** The parties agree that Subrecipient is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 284.173. The parties agree that Subrecipient is not a City employee and there shall be no:

- (a) Withholding of income taxes by the City;
- (b) Industrial insurance provided by the City;
- (c) Participation in group insurance plans which may be available to employees of the City;
- (d) Participation or contributions by either the independent contractor or City to any public employees retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by City if the requirements of NRS 612.085 for independent contractors are met.

16. **CITY OF RENO BUSINESS LICENSE.** If applicable, Subrecipient shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

17. **NOTICES.** Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

City of Reno:

City of Reno  
Attn: Kerrie Koskie  
Public Works Director  
P.O. Box 1900  
Reno, NV 89505

Subrecipient:

Dig Studio Inc.  
Brandon Sobiech, Principal  
3003 N. Central Ave, Suite 800  
Phoenix, AZ 85012 T: 602.595.4101

18. **ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement shall not be assigned by either party without prior written consent of the other.

19. **INTEGRATION.** This agreement represents the entire understanding of City and Subrecipient as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

20. **JURISDICTION.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

21. **SUSPENSION OF WORK.** Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Section 19 of this Agreement.

22. **TERMINATION OF AGREEMENT.** This Agreement and all services rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In such event, all finished and unfinished documents, project data, reports and work product, at the option of the City, become its property and shall be delivered to it or to any party it may designate. In the event of such termination, Subrecipient shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

23. **WAIVER.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

24. **NON-DISCRIMINATION POLICY.** The parties hereto shall not discriminate in their employment practices against any person by reason of race, religion, color, sex, age or national origin and agree to comply with the provisions of said laws and orders as well as all laws and orders relating to the employment of the handicapped, the employment of veterans and the use of minority business enterprises to the extent any such laws and orders are applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations, as now in force or hereafter amended, shall be deemed an integral part of this Agreement to the same extent as if written at length.

25. **LIMITED LIABILITY.** The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any City breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.



26. **BANKRUPTCY.** In the event either party applies for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, files a petition or an answer in seeking a reorganization or arrangement with creditors or, as a debtor, invoke or takes advantage of the provisions of any insolvency law, including without limitation any provision of the United States Bankruptcy Act, or any proceeding in any court is instituted seeking to adjudicate either party as a debtor, bankrupt or insolvent, and the same shall not be dismissed or discharged within thirty (30) days after notice thereof given to the appropriate party, the other party may by unilateral notice terminate this Agreement effective on any future date specified in such notice.

27. **COUNTERPARTS.** This Agreement may be executed in a number of counterparts, the conglomeration of which shall constitute a complete Agreement if signed by all parties hereto.

28. **SIGNATURES.** The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

29. **CONFLICT.** Notwithstanding the foregoing, the provisions of Article II shall prevail over any inconsistent provisions set forth in Article I or Exhibit A.

## **ARTICLE II.**

### **U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS**

1. **USE OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **PERIOD OF PERFORMANCE.** The period of performance for this award begins on the date hereof and ends on May 1, 2024. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. **REPORTING.** Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. **MAINTENANCE OF AND ACCESS TO RECORDS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. CONFLICT OF INTEREST. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (j) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (k) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (l) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (m) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (n) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. **REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. **HATCH ACT.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. **FALSE STATEMENTS.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Reno by the U.S. Department of the Treasury."

12. **DEBTS OWED THE FEDERAL GOVERNMENT.** Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by the Subrecipient. A debt is delinquent if it has not been paid by the date specified in



Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. DISCLAIMER.

- (a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- (b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. PROTECTION FOR WHISTLEBLOWERS. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement for Professional Services as of the date first written above.

THE CITY OF RENO  
a municipal corporation of the State of  
Nevada

DIG STUDIO, INC.

By:   
Hillary L. Schieve, Mayor

By:   
Brandon Sobiech, Principal

ATTEST:

By:   
Mikki Huntsman  
City Clerk

APPROVED AS TO FORM ON

By:   
City Attorney's Office



## **Exhibit A**

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**To:** Amy Pennington, City of Reno  
**From:** Brandon Sobiech, Principal, Dig Studio  
Lauren Jarrett, Senior Associate, Dig Studio  
**Date:** October 3<sup>rd</sup>, 2023  
**Subject:** Proposal for Landscape Architectural Services for the Truckee River Plan

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Dear Amy,

Dig Studio is pleased to present The City of Reno the following Scope of Services to provide Professional Services for the Truckee River Plan. This will include thorough site evaluation, visioning, stakeholder engagement, public involvement and a final implementation and financing plan. Dig Studio anticipates the scope of work to be the area identified in the Request for Proposals, stretching from the Reno/Sparks boarder to the California State Line. Additional study area is included east of Sparks along the Reno/Sparks Indian Colony lands.

The current project schedule outlines a process to deliver preliminary recommendations for allocating the ARPA funds available to the City of Reno by the February 2024 City Council meeting; with the final Vision and Implementation Plan to be presented to council by April of 2024. The total number of meetings is identified in the 'Deliverables' section of each task below.

Dig Studio anticipates this contract to begin **October 25<sup>th</sup>, 2024 and extend to 27 weeks (189 Calendar Days) to May 1<sup>st</sup>, 2024**. The current project schedule dates listed throughout are based on correspondence with the City of Reno and may be modified with Client approval. The total number of meetings is identified in the Deliverables section under each task. For the professional services described in the following Scope of Work, Dig Studio proposes the following Professional Fee, to be completed on an Hourly Not-to-Exceed Basis.

**Scope and Fee for services to be provided by Dig Studio and Design Team**

Each Design Team Member's sub-contract including scope of work and fees are attached at the back of this document. Our Team's proposed services include the following:

- **Project Management** of consultant team, administrative tasks, and project design deliverables by **Dig Studio (DS)**
- **Community and Stakeholder Outreach** by **BerryDunn (BD)** in collaboration with Dig Studio (DS)
- **Land Use Planning Analysis and Design Recommendations** by Dig Studio (DS) in collaboration with
  - **Arts and Culture Analysis and Design Recommendations** by **NineDots Arts (NDA)**
- **Parks and Open Space Analysis and Design Recommendations** by Dig Studio (DS)
- **Multi-modal and Connectivity Analysis and Design Recommendations** by Dig Studio (DS)
- **Safety and Sustainability Analysis and Design Recommendations** by Dig Studio (DS) in collaboration with
  - **River Analysis and Design Recommendations** by **Calibre Engineering (CE)** – Formerly S20
- **Implementation and Financing Plan** by **BerryDunn (BD)** in collaboration with Dig Studio (DS)

**Detailed Scope of Work:**

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**Task 1 – Project Management**

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The scope and deliverables outlined in Task 1 highlight a highly collaborative project and a team-oriented approach with an engaged and interactive project management style.

**Task 1.1 – Project Meetings.** Dig Studio shall arrange for a **Kickoff Meeting (1)** through the City Project Manager. This meeting shall serve to clarify the lines of communication and other administrative details. Dig Studio's Design Team shall then meet with the City and participating agencies for **Weekly Scheduled Project Meetings (14)** to report project progress,

identify key issues, and review schedule, work completed, and deliverables status. Dig Studio will coordinate with City of Reno to schedule meetings and create meeting agendas. Meeting minutes documenting the decisions made and action items shall be prepared by Dig Studio and submitted to the attending parties.

**Task 1.2 – Project Schedule.** Dig Studio shall maintain a project schedule showing project meetings, project deliverables, and the major milestones required by the City. The schedule shall be updated on a monthly basis.

**Task 1.3 – Coordination of All Submittals.** Dig Studio shall coordinate the formatting and delivery of each submittal as required per task; both digital and hardcopy, as outlined in this proposal. As project manager Dig will coordinate all sub-consultants' deliverables and submittals; both individual and team wide.

**Task 1.4 – Project Administration.** Dig Studio shall establish a project management system to provide adequate scope, schedule and budget control and be responsive to input from the City. Dig Studio shall track all project correspondence within the team and with the City to ensure project progress, direction, and details are recorded for clear and open communication as well as, informed decision making. Dig Studio will submit timely and properly formatted invoices to the City Project Manager and Contracts Manager.

#### **Task 1 Deliverables:**

##### **Meetings with Client: (15 Total Meetings)**

- Project Kick-Off Meeting (1)
- Project Design Meetings w/ City (14 Total)

##### **Project Schedule**

- Create and Maintain Project Schedule through Final Plan Deliverable

#### **Task 2 – Information Gathering & Analysis**

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##### **Task 2.1 – Site Survey + Data Gathering**

Dig Studio and Design team will perform a 2-3 day walking/cycling survey of the length of the trail within scope of this project. The design team will document existing conditions such as trail quality, safety, riverbank erosion, and access points. We will evaluate site elements contributing to the corridor's character, from site furnishings to lighting to art installations, forming a comprehensive database to create a foundation for decision-making. This on-site exploration will go hand in hand with GIS data collection, identifying existing and planned mobility connections, existing and planned land uses, land ownership and adjacent public spaces. We will also work with City staff to identify relevant laws, ordinances, and codes necessary for any future development.

##### **Task 2.2 – Assess existing conditions, opportunities, and constraints.**

Dig Studio will assess existing conditions, opportunities, and constraints. The design team will incorporate data and analysis into graphic and written formats for presentation and discussion with the public, stakeholders, City and County Staff, and other involved entities. Includes Site Due Diligence and Research and Applicable Code Review.

#### **Task 2 Deliverables:**

##### **Design Team Deliverables**

- Existing Conditions and Site Analysis Report; including data, maps and summary of existing conditions.
- Relevant Code and Previous Studies Review

#### **Task 3 – Visioning & Alternatives Development**

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##### **Task 3.1 – Visioning & Alternatives Development**

Based on the site analysis and data gathered in Task 2 and Stakeholder and Community Input gathered in Task 4, Dig Studio and the design team will prepare alternatives for improvement recommendations along the river corridor. Prior to drafting the plan, our team will craft a vision statement and build guiding principles (project goals) that reflect the values of the community and river stakeholders. These guiding principles will provide a lens to evaluate concept alternatives and provide a metric for decision making. Draft recommendations and strategies will be documented within a Truckee River Corridor Plan that is structured around these four pillars:

- Land Use & Design
- Micro-mobility & Connectivity
- Parks and Open Space

- Safety & Sustainability

### **Task 3 Deliverables:**

#### **Design Team Deliverables: (8.5 x 11 or 11x17 PDF Document)**

- River Revitalization Precent Project / Best Practices Studies
- Alternative Plans, Studies and Diagrams for **each pillar**:
  - Land Use/Design
    - Identify Land Ownership Conflicts and Potential Land Acquisitions.
    - Identify Easements and strategies for Maintenance Agreements with Adjacent Property Owners
    - Wayfinding and Signage Plan
    - Arts and Culture Plan
    - Furnishing and Elements Plan
  - Micro-mobility/Connectivity
    - Identify Additional River Access Points
    - Identify Regional and Community Trail Connections
    - Provide Strategies for repairing Missing Trail Links
    - Trail Width Analysis and Trail Widening Strategies
    - Accessibility Assessment and Recommendations
    - On-Street, Underpass and River Crossing Recommendations
  - Parks/Open Space
    - Identify Existing Park Spaces by service type.
    - Perform condition assessment to determine level of improvement needs (Preserve / Enhance / Transform)
    - Prepare sketch concepts and program recommendations for key public spaces.
    - Prepare recommendations for water recreation additions / improvements.
  - Safety/Sustainability
    - Trail Materiality Assessment and Recommendations
    - Address Lighting Improvements
    - Provide strategies to mitigate river health issues identified during river assessment. Recommendations are expected to include mitigation strategies for bank erosion, channelization, pollution, ecology, and habitat.
- Plan Recommendation Matrix:
  - Matrix that outlines plan recommendations based on priority and cost impact for Council Consideration.

### **Task 4 – Stakeholder Engagement & Public Involvement**

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#### **Task 4.1 – Public Engagement Program**

Dig Studio and BerryDunn will work with the City of Reno Public Outreach Coordinator to develop a robust stakeholder engagement and public involvement plan for the Truckee River Plan that will feature a variety of outreach methods. As we develop a Stakeholder Engagement Strategy with the City, we will discuss both virtual and in-person options, identify key stakeholders and collaborators, develop a schedule for the promotion and coordination of stakeholder input events, and identify specific stakeholder interview and focus group questions.

#### **Task 4.2 – Stakeholder Interviews / Public Meetings**

Internal engagement with the City will include interviews and focus groups with leadership, management, and staff to conduct fact-finding activities, focusing on potential programs and services provided within the corridor. We have planned for meetings with:

- The City of Reno Parks and Recreation Department
- Reno City Council members
- Washoe County Parks and Open Space Team members
- Washoe County Commissioners
- Army Corps of Engineers
- One Truckee River
- City Council Members
- Other groups as defined in Task 4.1, Public Engagement Program.



In addition to stakeholder interviews, the Design Team will facilitate two round of general public participation. We feel the going to the public is one of the best ways to solicit meaningful feedback. We plan to participate and integrate into planned river markets and festivals and prepare materials for public display and information gathering. We anticipate two participation points: Once in early to mid November as part of visioning to collect desires and wants while noting areas of concern. And second, in mid-January, to solicit feedback to initial design alternatives and river strategies.

#### **Task 4.3 – Technical Advisory Board Meetings**

We will work with the Client to determine the make up of the Truckee River Technical Advisory Board (TAC). Outside of staff and stakeholder meetings, The Design Team will meet monthly with the TAC to report progress and gain feedback on alternatives.

#### **Task 4.4 – Develop Project Website and Engagement Portal**

We will work with City staff and the TAC to create a customized project website using the platform Social Pinpoint that will keep key stakeholders informed of the project and provide a means to share valuable input. This interactive online tool can strengthen the City's relationship with its stakeholders, resulting in a diverse collection of feedback that will inform better planning outcomes.

We will collaboratively determine which online tools will best serve the desired outreach outcomes. We anticipate that the City will see value in utilizing Social Pinpoint's survey, mapping, forums, and ideas wall, and look forward to discussing and customizing the project-specific website to reflect its needs and desires, goals and objectives, and community culture.

#### **Task 4.5 – Manage Social Media for Project**

As part of our social media efforts, BerryDunn will provide a comprehensive and coordinated campaign across all digital channels. In addition to language and scheduling recommendations, we have the ability to strategically boosted content where appropriate. Depending upon the comfort in permitting editorial access to agency authorized platforms, we can scale our level of engagement accordingly.

#### **Task 4.6 – Council Presentations (2 total)**

Dig Studio anticipates a total of one (2) Council Presentations. Dig Studio will produce graphics, assist with presentations, and record feedback. The first Council meeting will be used to present recommendations for the use of ARPA funds in order to give adequate time for the City to use these funds. The second Council presentation will be to present the final Truckee River Plan.

#### **Task 4 Deliverables:**

##### **Meetings with Public, City & Stakeholders: (14 Total Meetings)**

- Public Meetings (2 total)
  - Information Gathering (1 meetings)
  - Initial Alternatives and Strategies Review (1 meetings)
- Stakeholder Meetings (10 total)
  - *List to be finalized with City of Reno:*
    - One Truckee River (Dig & S20)
    - Army Corps (Dig & S20)
    - Reno-Spark Indian Tribe (Dig, Berry Dunn)
    - Reno BID (Dig, Berry Dunn & NINEdotARTS)
    - Reno Arts and Culture (Dig, Berry Dunn & NINEdotARTS)
    - Reno Parks and Rec (Dig, Berry Dunn & NINEdotARTS)
    - Washoe County Commissioners & Open Space (Dig, Berry Dunn)
- Council Meetings (2 total)

##### **Design Team Deliverables:**

- Presentation Graphics for Public + Stakeholder Meetings
- Public Engagement Program and Schedule

#### **Task 5 – Implementation & Financing Plan**

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**Assess Funding Opportunities.** We will conduct extensive research to explore innovative approaches for operationalizing capital projects. As part of this process, we will carefully assess and contrast various funding alternatives in alignment with the action plan. Our objective is to present a set of well-informed recommendations and actions for potential funding opportunities that the leadership of the Truckee River Corridor implement.

**Create a Funding Plan.** We will develop a short-term and long-term financing strategies and explore innovative budgeting

#### Truckee River Plan

alternatives for the Truckee River Corridor Master Plan. The short-term strategy aims to secure immediate funding for ongoing projects and operations, while the long-term strategy focuses on sustainable funding sources for the corridor's future development. Additionally, we will research and recommend innovative budgeting methods to enhance transparency and efficiency. These financial initiatives will help ensure the success and preservation of the Truckee River Corridor.

The short-term financing strategy will aim to secure immediate funding for ongoing projects and potential operational needs of the Truckee River Corridor. It involves assessing the current financial situation, exploring short-term funding through grants and additional means, prioritizing critical projects, creating a contingency fund, and implementing cost-efficient management practices to address immediate financial requirements. Key areas of focus may include but are not limited to:

- Reviewing existing revenue sources and exploring short-term grants or other funding for project kick-starts
- Prioritizing projects based on their criticality and revenue-generating potential
- Implementing efficient cost management practices to optimize resource utilization

Long-term financing strategy focuses on acquiring sustainable funding sources for the ongoing development and maintenance of the Truckee River Corridor. It involves conducting a comprehensive financial analysis to project future funding needs, identifying potential long-term revenue streams, evaluating the possibility of establishing a dedicated fund, and creating a financial roadmap that aligns with the strategic vision of the corridor. This strategy aims to ensure the corridor's financial stability and sustainability over an extended period. Key areas of focus may include but are not limited to:

- Conducting a comprehensive financial analysis to project future funding needs
- Identifying potential long-term revenue streams, such as endowments, partnerships, or public-private collaborations
- Evaluating the feasibility of establishing a dedicated fund for the Truckee River Corridor's maintenance and growth
- Creating a long-term financial roadmap that aligns with our strategic vision

**Proposed Improvement Budgeting.** Dig Studio will develop preliminary budgets for proposed interventions identified during the Visioning and Alternatives Task. Preliminary budgets will be rough estimates of probable cost based on historical and precedent data.

**Create Priority Matrix.** Dig Studio will create a priority matrix of proposed improvements based on cost, ease of implementation, economic impact, and stakeholder/community feedback. A draft version of this priority matrix will be presented to City Council by February 2024 to allocate use of ARPA funds. Final version of priority matrix will be included in the overall final Truckee River Plan.

#### **Task 5 Deliverables:**

##### **Design Team Deliverables**

- Develop Funding Plan
- Draft Report for review by City of Reno, Washoe County and participating Stakeholders
- Ten hardcopies and electronic copy of Final Report

**Fee Proposal:**

For the professional services described in the above Scope of Work, excluding Additional Services, Dig Studio proposes the following Professional Services Fee, to be billed on a lump sum, percent complete basis.

<b>TASK NUMBER</b>	<b>TASK NAME</b>	<b>DESIGN FEE</b>
Task 1	Project Management	\$ 17,516
Task 2	Information & Data Gathering	\$ 33,292
Task 3	Visioning & Alternatives Development	\$ 56,486
Task 4	Stakeholder Engagement & Public Involvement	\$ 15,524
Task 5	Implementation & Financing Plan	\$ 15,304
<b>DIG STUDIO PROFESSIONAL SERVICES T+M FEE:</b>		<b>\$ 138,122</b>

<b>SUB-CONSULTANT</b>	<b>PRIMARY SCOPE</b>	<b>DESIGN FEE</b>
BerryDunn	Public Engagement / Financing Plan	\$ 92,080
Calibre Engineering (Prev. S20)	River Design	\$ 42,404
NINEdotARTS	Arts Implementation Plan	\$ 27,000
<b>SUB-CONSULTANT PROFESSIONAL SERVICES T+M FEE:</b>		<b>\$ 159,484</b>

<b>EXPENSES ALLOWANCE</b>	<b>\$20,000</b>
<b>OWNER CONTROLLED ALLOWANCE</b>	<b>\$10,000</b>

<b>TOTAL DESIGN TEAM PROFESSIONAL SERVICES T+M FEES (Tasks 1-5):</b>	<b>\$ 329,606</b>
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**Excluded Services (Not in Scope)**

Services in addition to Dig Studio's Scope of Work, when requested, shall be identified as such and billed at the current Billing Rate Schedule. Additional Services shall include, but are not limited to the following:

- A. ADDITIONAL MEETINGS - meetings in excess of those indicated in each stage of the Scope of Work.
- B. DELAYS AND TIME EXTENSIONS beyond the duration listed above or due to issues out of the consultant's control.

**Dig Studio Billing Rate Table:**

<b>Category</b>	<b>Amount</b>
Sr. Principal	\$ 221.00
Principal	\$ 188.00
Sr. Landscape Architect	\$ 130.00
Landscape Designer III	\$ 120.00
Landscape Designer II	\$ 110.00
Landscape Designer I	\$ 98.00

**Reimbursable Expenses:**

Printing, reproduction, postal delivery, travel, mileage, and meals will be billed at cost and will not exceed \$20,000. Payment will be based on progress billings and reimbursable schedule as defined in Scope of Services above. Dig has estimated the basic deliverables and costs associated with travel for in-person meetings specified within scope outlines above.

- o Any approved reimbursable expenses will be paid at the actual cost without any markup.

**Owner Controlled Allowance:**

Owner Controlled Allowance to be used per City of Reno's discretion. Items that may be included, but are not limited to, are additional meetings, additional council or board presentations, additional travel, and design program changes.

**Attachments:**

- 1) Detailed Subconsultant Scope and Fee:
  - a) BerryDunn
  - b) Calibre Engineering (Previously S20)

Truckee River Plan

c) NINEdotARTS

2) Draft Schedule (For Reference)

These fees are based on our current understanding of the project and desired scope of services, and we would appreciate the opportunity to further tailor the scope and fee to best meet your project requirements.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Sobiech', with a stylized flourish extending to the right.

Brandon Sobiech, PLA  
Principal, Dig Studio, Inc.