

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the CITY OF RENO, hereinafter referred to as “CITY” and J-U-B ENGINEERS, Inc., hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure professional engineering services for Waters Edge Bank Stabilization, hereinafter referred to as “PROJECT.”

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

1.1 The CONSULTANT shall serve as the CITY’s consultant of record and shall give advice to the CITY during performance of services to which this Agreement applies.

2. Basic Services.

2.1 The CONSULTANT will perform the services described in Attachment A which is incorporated herein by this reference as part of this agreement. The terms of this Agreement shall prevail over any inconsistencies with Attachment A.

2.2 The CONSULTANT will not change its Project Manager without written approval from the CITY.

3. CITY Responsibility.

3.1 The CITY shall designate a Project Manager to act as the CITY’s representative with respect to the work performed under this Agreement.

3.2 The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of a problem with the project.

4. Authorization, Progress and Completion.

4.1 By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Article 2.1 of this Agreement, and shall continue until completed per the schedule attached hereto.

5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be based on time and materials per Attachment A and the Fee Schedule, Exhibit B, in the not-to-exceed sum of \$288,500.00.

5.2 Invoices for services rendered shall be submitted monthly. Payment by the CITY will be made within thirty (30) calendar days of receipt.

6. Special Services.

6.1 No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". **The supplemental agreement must be executed prior to the commencement or performance of any additional work. In the absence of an approved supplemental agreement, CITY shall not be obligated to reimburse CONSULTANT for amounts in excess of the fixed amount set forth in this Agreement, whether or not those excess costs were incurred during the course of this Agreement.**

7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITY, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITY.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITY. The CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

8. Ownership of Documents.

8.1 Originals of all records, reports and other documents of service prepared by the CONSULTANT shall be property of the CITY. All said documents of service shall be made available to the CITY during the course of and for use in the performance of this Agreement.

9. Skill Level of Consultant.

9.1 Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

10.1 General Requirements. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the

CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

10.2 Industrial Insurance. (Worker's Compensation & Employer's Liability). It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Subconsultant by the CITY and in view of NRS 616B.627 and 617.210 requiring that CONSULTANT comply with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the CITY a certificate of insurance from the Worker's Compensation Insurer certifying that the CONSULTANT and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CITY and approve written approval of such self-insurance prior to the signing of a Contract. The CITY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

10.3 Minimum Scope of Insurance. The following requirements apply. Coverage shall be at least as broad as:

(a) **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO 01 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.

(b) **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 CONSULTANT shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

(c) 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.

(d) Professional Errors and Omissions Liability applying to all activities performed under this Agreement in a form acceptable to CITY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the project unless waived by the CITY. In the event the CONSULTANT goes out of business during the term of this Agreement or the six (6)

year period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

10.4 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

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

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

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

10.6 Other Insurance Provisions. General Liability Coverages

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

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

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, and employees.

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

(e) The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 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 certified mail, return receipt requested, has been given to the CITY.

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

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

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

10.10 Miscellaneous Conditions.

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

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

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

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

11. Indemnification.

11.1 To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY and its officers, employees and agents (collectively “Indemnitee”) 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 CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Agreement.

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

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

12. Intellectual Property Indemnity.

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

13. Taxes.

13.1 CONSULTANT shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT’s performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. Independent Contractor.

14.1 The parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 333.700. The parties agree that CONSULTANT 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.

15. Business License.

15.1 CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

16. Compliance with Legal Obligations.

16.1 CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work. CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively “ADA”) in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

17. Employment Opportunity.

17.1 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, gender identity, gender expression, veteran status, sexual orientation or age, or any other protected class status applicable under federal, state or local law, rule, or regulation. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision by consultant shall constitute a material breach of contract.

18. Notices.

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

CITY: City of Reno
Trina Magoon, P.E.
Utility Services Director
1 East First Street

Reno, NV 89501
P.O. Box 1900
Reno, NV 89505

CONSULTANT: J-U-B Engineers, Inc.
Shane K. Dyer, P.E.
Area Manager
5190 Neil Road, Suite 500
Reno, NV 89502

19. Assignment.

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

20. Integration.

20.1 This agreement represents the entire understanding of CITY and CONSULTANT 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.

21. Governing Law and Jurisdiction.

21.1 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. 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.

22. Suspension of Work.

22.1 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 Article 23 of this Agreement.

23. Termination of Work.

23.1 The CITY may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITY fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

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

24. Dispute Resolution.

24.1. All claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action.

24.2 Unless the parties mutually agree otherwise, mediation will be in accordance with the Commercial Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

25. Attorneys' fees.

25.1 Unless otherwise provided for herein, each party shall bear its own attorney's fees and court costs.

26. Severability.

26.1 If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

27. Due Authorization.

27.1 Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. An electronic or facsimile signature on this Agreement shall be treated for all purposes as an original signature. 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, the parties to these presents have hereunto set their hands and seals the year and date first above written.

CITY OF RENO

ATTEST:

Hillary L. Schieve, Mayor

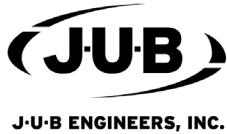
Mikki Huntsman, City Clerk

J-U-B ENGINEER, Inc.

Shane K. Dyer, P.E., Area Manager

APPROVED AS TO LEGAL FORM

Susan Ball Rothe
Deputy City Attorney



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment A – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 2025 Waters Edge Bank Stabilization

CLIENT: City of Reno

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The south bank of the Truckee River has eroded over time between the Booth St. and Keystone Ave. Bridges. This project will assess the current condition of the riverbank to quantify the extent of erosion and determine appropriate stabilization measures. The analysis will include evaluating erosion patterns, identifying contributing factors, and proposing effective, long-term solutions. Preservation of existing vegetation on the bank will be considered, as will vegetated bank stabilization. The anticipated stabilization plan includes restoring the eroded bank to its previous condition as a maintenance effort and adding fall protection. This restoration is anticipated to include rebuilding the bank with suitable soils, armoring the bank with riprap for stability, and incorporating vegetation to provide additional stability, ecological benefits, and improve the aesthetic quality of the area. Coordination between the Keystone Bridge Project that is currently in design will need to take place to ensure matching tie in points.

The project will require Environmental permitting through the United States Army Corps of Engineers (USACE), the Nevada Department of Environmental Protection (NDEP), Nevada Division of State Lands, and the Carson Truckee Water Conservancy District (CTWCD).

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

1. Project Management tasks to include the following:
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Coordinate quality assurance / quality control (QA/QC) processes.
 - c. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - d. Regularly monitor project status, budget and schedule.
 - e. Attend client meetings on an interval suitable for Client and J-U-B to report project status through design and permitting.
 - f. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
 - g. Provide a monthly invoice including budget status.
 - h. Provide ongoing document handling and filing.
 - i. Geotechnical Investigation Support tasks will include:

- (a) Management of and coordination geotechnical sub-consultant Construction Materials Engineers, Inc. (CME), see attached Geotechnical Investigation Scope of Work.
- (b) Process monthly subconsultant invoices.

B. Task 020: Survey

1. Survey tasks include:
 - a. Conduct field surveys and office support to provide topographic design survey of the proposed project area (from Keystone Ave. Bridge to Booth St. Bridge and from the high water mark of the Truckee River to the apartments adjacent to the top of the south bank). Include cross-sections at approximately 50-foot intervals in sufficient detail to allow for development of a plan and profile set of design drawings. Topographic information will include spot elevations, tree location and diameter at breast height, edge of pavement, edge of concrete paths, curb/gutter, sidewalk, flowlines, utility poles/anchors, fences, signs, surface apparent utilities (at storm and sewer manholes/catchbasins include rim/invert), any underground utilities that are marked in the field, and bridge abutment extents.
 - b. Boundaries will be calculated from record and oriented by field ties. Legal descriptions will be based on record boundaries.
2. Deliverables:
 - a. Topography and survey data in the design plans.
3. Assumptions:
 - a. Collection of bathymetric survey data is excluded from this scope of work.

C. Task 030: Data Gathering

1. For this task, J-U-B will:
 - a. Request utilities information within and directly adjacent to the project area.
 - b. Request as-built and design drawings for improvements within the project area.
 - c. Visit, observe, and document the site with photographs.
 - d. Perform up to 2 site visits with selected Client staff.
2. Deliverables:
 - a. Schematic utility locations in dwg form to inform surveying and/or be incorporated into the design plans.

D. Task 040: Geotechnical Investigation

1. In this task, CME's team will create a Geotechnical Memorandum that provides recommendations for the site.
2. Their scope of services includes:
 - a. Field Reconnaissance
 - i. CME will visit the project site prior to providing the Geotechnical Memo. Detailed photos will be taken of the riverbank and applicable surrounding areas.
 - b. Subsurface Exploration
 - c. Report

- i. Upon completion of our field and office studies, a Geotechnical Memorandum will be completed for the project. The report will include the following:
 - (a) Description of the project site
 - (b) General summary of the site soils
 - (c) General summary of the field visit
 - (d) Recommendations on benching into the existing bank to place suitable soil
 - (e) Recommendations on suitable soil specifications
 - (f) Recommendations on how to place and bench in rip rap (rip rap sizing recommendations will not be provided)
 - (g) Anticipated construction difficulties (e.g., excavation considerations)
 - d. Any additional work, if required for this investigation, will be billed on a time and materials basis in accordance with our Standard Fee Schedule.
- 3. Assumptions:
 - a. All rights of entry and access permission will be provided by the Client. CME anticipates work hours will be Monday through Friday, 6AM to 6PM.

E. Task 050: Landscape Design

- 1. In this task, J-U-B's team will create a landscape design in coordination with the City of Reno Parks Department for the area between the top of bank and path and a specific landscape design to compliment and enhance a portion of the slope stabilization area.
- 2. Subtask 001: Project Management and Meetings
 - a. Project Administration
 - i. Tasks may include project management, phone calls, emails, product coordination, billing, and other tasks necessary to help the project run smoothly and maintain clear communication and collaboration between the Client and J-U-B internal staff.
 - b. Kick-off Meeting, Site Visit
 - i. Attend a kick-off meeting and site visit with Client staff and other J-U-B staff to identify project opportunities and constraints, better understand the specific site conditions, and gain insight into the city's goals and desired outcome.
 - c. Design Review Meetings
 - i. Attend two (2) virtual meetings with the client to present design progress and gather feedback and comments to confirm alignment with city goals. One (1) meeting for 30% schematic review and one (1) meeting for 60% design development review.
- 3. Subtask 002: Landscape Plan Development
 - a. 30% Plan Set
 - i. Kick-off Meeting/Site Visit. Meet with City Staff and the Parks Department to scope the landscape and amenities for the river walk (see Task 050, Subtask 001, part b).
 - ii. Provide an overall landscape design concept that distinguishes plant beds from lawn areas and shows proposed tree locations and all existing vegetation to remain. Design elements discussed with the city during the kick-off meeting will be shown at a schematic level. City and park standards for programming and layout will be followed.
 - iii. Coordinate demolition plan with J-U-B Internal team.
 - iv. Coordinate existing and new utilities and the irrigation point of connection.
 - v. Deliverables:
 - (a) Prepare a 30% review package and meet with the client for review meeting #1 (Task 050, Subtask 001, part c).
 - b. 60% Plan Set

- i. Address comments from the 30% design review meeting.
 - ii. Continue coordinating utilities.
 - iii. Provide a complete planting plan showing all landscape treatments (trees, shrubs, ground cover, turf type, and mulch).
 - iv. Provide a complete plan showing river corridor stabilization measures and best practices for landscape and transition areas into shoreline stabilization materials.
 - v. Irrigation plans will show the existing point of connection, mainline routing, controller location, and the proposed equipment schedule, as well as adjustments to existing as needed.
 - vi. Deliverables:
 - (a) Prepare landscape and irrigation technical specifications.
 - (b) Prepare 60% review package and meet with the client for review meeting #2 (Task 050, Subtask 001, part c).
- c. 90% Plan Set
 - i. Address comments from the 60% design review meeting.
 - ii. Coordinate final utility locations as they relate to planting and irrigation plans.
 - iii. Finalize planting plans and details.
 - iv. Irrigation plans will show the final head layout, zones, valves, and details. (Note: lateral line pipe layout and sizing will happen with the final bid document package)
 - v. Deliverables:
 - (a) Finalize landscape and irrigation technical specifications.
 - (b) Prepare 90% review package
- 4. Subtask 003: Cost Estimating
 - a. J-U-B will provide the following Cost Estimates
 - i. 60% Cost Estimate – During the 60% design phase, the Landscape team will prepare an opinion of probable cost for landscape improvements.
 - ii. 90% Cost Estimate – During the 90% design phase, the Landscape team will prepare an opinion of probable cost for landscape improvements.
- 5. Assumptions:
 - i. J-U-B assumes Client will provide consolidated comments within 2 weeks of receipt of plans, cost estimates, and specifications.

F. Task 060: Civil Design

- 1. For this task, J-U-B will provide a set of Issued for Permit civil design plans. Development of plans will include submittal of 30%, 60%, and 90% plan sets to selected Client staff for review and comment. After each set is submitted, there will be time for the Client to review and provide one round of consolidated comments, then time for adjustments to be made before J-U-B delivers the next set.
- 2. The design will include the following elements:
 - a. Title and general notes sheets, demolition plans, overall site plan, plan and profile sheets showing proposed bank and tie ins at the Booth St. and Keystone Ave. Bridges, and details sheets
 - i. Taking into account the recommendations from the Geotechnical Investigation, the survey, and the record information received from data gathering, J-U-B will create Issued for Permit plans.
 - ii. Design considerations will include removal of existing slope and vegetation, determining where to save trees when possible, developing an alignment and profiles, re-establishing the bank with suitable soils, armoring with riprap, and tie ins, replacement of existing pedestrian path, providing fall protection, protecting or adjusting existing utilities, and coordination with the Keystone Bridge project.
 - b. Assumptions:

- i. J-U-B assumes Client will provide consolidated comments within 2 weeks of receipt of plans, cost estimates, and specifications.
 - ii. No retaining walls or structural design will be required for the project. Retaining walls could be included under a separate task order.
- c. Deliverables:
 - i. 30%, 60%, and 90% Plan Sets

G. Task 070: Cost Estimates

1. For this task, J-U-B will provide a set of cost estimates at the 30%, 60%, and 90% design phases. After each set is submitted, there will be time for the Client to review and provide comments before the next set is delivered.
 - a. J-U-B will provide a detailed cost estimate including each demolition and construction items, quantities, and costs which will coordinate with the specifications.
 - b. Assumptions:
 - i. J-U-B assumes Client will provide consolidated comments within 2 weeks of receipt of cost estimates.
 - c. Deliverables:
 - i. 30%, 60%, and 90% Cost Estimates

H. Task 080: Specifications

1. For this task, J-U-B will provide a set of specifications at the 30%, 60%, and 90% design phases. After each set is submitted, there will be time for the Client to review and provide comments before the next set is delivered.
 - a. J-U-B will write technical specifications for civil elements of the project, as needed. For more "typical" design elements (paving, etc.) we will reference the 2012 Standard Specifications for Public Works Construction, Revision 8 (SSPWC, or the "Orange Book").
 - b. Assumptions:
 - i. Client will provide front end specifications. Others will draft specifications for other design elements.
 - ii. J-U-B assumes Client will provide consolidated comments within 2 weeks of receipt of specifications.
 - c. Deliverables:
 - i. 30%, 60%, and 90% Specifications

I. Task 090: Coordination with Keystone Bridge Project

1. For this task, J-U-B will reach out to the project managers for the Keystone Bridge Project and request coordination meetings throughout this project to ensure that the Waters Edge design aligns with the design at the Keystone Bridge Project.
 - a. Assumptions:
 - i. The Keystone Bridge Project designers will be responsive to working together to create a tie-in point for our projects to meet and they will provide data from their tie-in point.
 - ii. J-U-B will participate in up to three meetings throughout the project to coordinate design efforts with Keystone Bridge Project representatives. J-U-B assumes that the City of Reno project manager will participate in these meetings, and that these coordination efforts will not lead to substantial changes in the extents or nature of the scope. If compatibility with the Keystone Bridge Project requires substantial changes to the design or this scope, efforts for those changes will be included in a separate scope.

J. Task 100: Project Report

1. For this task, J-U-B will write a project report describing in detail:
 - a. The current condition of the site, data gathering and review, the design considerations taken when determining how to establish a proposed stable slope, hydrology and hydraulic

considerations and calculations, and upstream and downstream impact of proposed improvements.

- b. Deliverables:
 - i. A Basis of Design Memorandum/Draft Report at the 30% Design Phase
 - ii. Draft Report at the 60% Design Phase
 - iii. Draft Report at the 90% Design Phase

K. Task 110: Hydraulic Modeling

- 1. For this task, J-U-B will perform the following Sub-Tasks:
 - a. Hydraulics and Erosion Estimation
 - i. Update an existing hydraulic model of the Truckee River to reflect existing conditions as captured by survey efforts in this project, and proposed conditions associated with the project, the Riverside Drive Floodwall Project, and the Riverside Drive Berm Project.
 - ii. Analyze selected hydraulic results to assist in design of erosion mitigation and bank stabilization features.
 - iii. Model water surface elevation within and adjacent to the project site to estimate upstream and downstream hydraulic impacts.
 - iv. Compare water surface elevation results for existing and proposed conditions for up to two peak flow rates to assist in permitting.
 - b. Assumptions:
 - i. J-U-B will utilize the Ordinary High Water Mark (OHWM) delineation used in the Keystone Bridge Project, and verify selected elements to determine likely mitigation and permitting requirements.
 - ii. The existing Physical Map Revision (PMR) model and/or the CTWCD Hydraulic Model will be used, at J-U-B's discretion, to model hydraulics for design purposes.
 - iii. The Riverside Drive Floodwall and Berm Projects are in preliminary stages of design. J-U-B will model these improvements approximately. This scope assumes that the designs of these improvements will be included once, and will not be updated to reflect design changes as those designs progress.
 - iv. Permit application preparation and specialized hydraulic studies related to permitting will not be performed in this task.
 - c. Deliverables:
 - i. Hydraulic results maps, including water surface elevation comparison maps for up to two peak flow rates.
 - ii. Hydraulic parameters to assist in design of bank stabilization

L. Task 120: Pre-Permitting Meetings

- 1. For this task, J-U-B will schedule meetings with USACE, CTWCD, and NDEP to discuss future permitting requirements and adjust the proposed design in coordination with these requirements.
 - a. Assumptions:
 - i. USACE, CTWCD, and NDEP will be willing and available to meet and discuss future permitting requirements.

M. Task 130: Environmental Permitting

- 1. This task will only occur if client gives notice to proceed during work progress.
- 2. For this task, J-U-B will perform activities necessary to complete a submittal for the United States Army Corps of Engineers (USACE) Nationwide Permit (NWP), specifically the NWP 13 – Bank Stabilization Permit, a Nevada Department of Environmental Protection (NDEP) Construction Stormwater Permit, NDEP Working in Waterways Permit, and NDEP Discharge Permit. The work includes an aquatic resources field verification, an aquatic resource assessment, a biological resource field survey, biological assessment, cultural resources inventory, and preparation and

submittal of the USACE Permits, as well as coordination with the USACE to complete the application process.

3. Subtask 001: Task Management and Agency Coordination
 - a. This scope of services assumes one meeting: a pre-application meeting on site with the USACE. Project management will include coordination with the USACE, City of Reno, U.S. Fish and Wildlife Service (USFWS) and NDEP, to complete the NWP Application and the associated NDEP permitting reviews. This task also includes coordination with USACE on review of the NWP and associated materials. Project management will also include coordination with the client.
4. Subtask 002: Aquatic Resources Delineation and Report
 - a. An aquatic resources delineation will be conducted to identify and document aquatic features within the project area. An aquatic resources delineation report will be prepared that documents the OHWM, wetlands, vegetation, hydrology, soils, land use, and other background information.
 - b. Deliverables:
 - i. Aquatic Resource Delineation Report
5. Subtask 003: Biological Field Survey & Biological Assessment (BA)
 - a. A biological survey will be completed to evaluate any potential impacts to ESA-listed species with possibility to exist within the proposed project footprint. A biological assessment will be prepared to meet the USFWS requirements.
 - b. Deliverables:
 - i. Biological Assessment
6. Subtask 004: Cultural Resources Inventory
 - a. J-U-B will sub-contract the work to Great Basin Consulting Groups's team to do a cultural resources inventory in support of the NWP application. This support to include the tasks listed below:
 - b. Records Search
 - i. Conduct a search of the Nevada Cultural Resource System database (NVCRIS) for all sites and inventories within a one-half mile buffer of the project area. The request will include obtaining GIS datasets for the cultural resource components and site records for all sites within the project area buffer. Results of the NVCRIS search will be compiled into site and inventory tables. Historic documents including GLO plats and historic maps will be reviewed in order to identify historic features, including roads and trails that may be present on the landscape. Surrounding building dates will be compiled from the Washoe County Assessor's Office database.
 - ii. Native American and Interested Party Coordination
 - (a) Native American Tribes, and Other Interested Parties in the vicinity of the project area will be contacted and informed of the project. Parties will be advised that they may participate in formal Government to Government Consultation under Section 106 of the NHPA, by submitting letters directly to USACE.
 - (b) Great Basin Consulting Group will:
 1. Prepare and send coordination letters to local Tribes, and the Reno Historic Resource Commission, regarding the project.
 2. Compile responses from Tribes and Interested Parties and append all correspondence to the cultural report.
 3. Be available to present project findings to the Reno Historic Resource Commission at their scheduled monthly meeting.
 - iii. Inventory

- (a) Conduct a Class III cultural resources survey of the proposed parcels that meets the requirements outlined in *Guidelines for Compliance with Section 106 of the National Historic Preservation Act, March 2014*. Pedestrian inventory will be accomplished utilizing 15 meter transects across the subject parcel and an architectural evaluation of existing structures on parcels adjacent to the project. Visual effects will be assessed by photo documentation. Client will coordinate access.
 - (b) Fully record and map any archaeological sites architectural resources located within the Area of Potential Effect (APE) on the appropriate forms, using Nevada SHPO guidance which includes:
 - 1) Intermountain Antiquities Computer System (IMACS) archaeological site records and Nevada Architectural Resource Assessment (NARA) forms as needed;
 - 2) All resource boundaries in the APE will be recorded using GPS. GIS shapefiles will be provided with the Final Report.
- iv. Draft Report
 - (a) Prepare a draft report for review to the USACE. The report will include an historic context commensurate with identified cultural resources, previous research, survey results, recommendations for National Register eligibility, finding of effect, and propose avoidance or mitigation requirements to avoid project effects to historic properties. Consultation letters and responses will be appended to the report. The draft report will be provided to J-U-B for submission to USACE.
- v. Final Report
 - (a) Upon receipt of draft report, any appropriate edits will be completed, and a final report will be provided to J-U-B to submit to USACE.
- 7. Nationwide Permit 13 – Bank Stabilization Permit Application
 - a. An NWP package will be prepared including the above reports and studies. This task assumes two rounds of review, comments, and revisions of the NWP Application package, one from the local USACE PM and one from the National Headquarters. If additional revisions/drafts of the package are required a contract modification may be necessary. If USACE determines that compensatory mitigation is required, then a contract modification may be necessary. This effort also includes the 401 and 408 Permits required to complete the NWP.
 - b. Deliverables:
 - i. NWP Application Package prepared for submission to USACE.
- 8. Assumptions
 - i. J-U-B assumes that this project will fall under a USACE Nationwide Permit 13 – Bank Stabilization.
 - ii. The Ordinary High Water Mark (OHWM) found by NCE report dated May 6, 2024 for the RTC Keystone Project is assumed to be adequate for this project. If the OHWM is not accepted by the USACE then additional OHWM evaluation will be required, and that work would be contracted under a separate agreement.
 - iii. All permit fees will be paid by the Client.
 - iv. No compensatory mitigation will be required.
 - v. Assumes no formal consultation will be needed with USFWS. If formal consultation is required, the additional effort to produce the Biological Assessment would be outside this scope of work.

N. Task 140: Contingency

- 1. This task will only occur if client gives notice to proceed during work progress.
- 2. For this task, J-U-B will take the project from 90% Draft, to Issue for Permit (IFP), to 100% Final.
 - a. Assumptions:

- i. J-U-B assumes Client will have provided consolidated comments from the 90% drafts of the landscape design, civil design, cost estimate, specifications, and project report before this task will begin and that this will be the last set of consolidated comments given before the 100% Final plans are submitted.
 - ii. USACE will have minor design changes between the 90% Draft and IFP plan sets that will not require extensive plan or report updates.
- b. Deliverables:
 - i. 100% Final: Landscape Design, Civil Design, Cost Estimates, Specifications, and Project Report

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. City of Reno Parks Department to attend a kick-off meeting with J-U-B landscape to set design expectations.
 - 2. Client to coordinate access as-needed with Waters Edge Apartment owners.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Permitting Coordination
 - 2. Construction Management

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
 - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Ceiling Amount Shown)	\$19,900	Concurrent with work progress
020	Survey	Time and Materials (Ceiling Amount Shown)	\$11,900	Draft Schedule for CLIENT review 1 week after executed contract, notice to proceed, and receipt of all required data
030	Data Gathering	Time and Materials (Ceiling Amount Shown)	\$6,200	Concurrent with work progress
040	Geotechnical Investigation	Time and Materials (Ceiling Amount Shown)	\$13,700	Concurrent with work progress
050	Landscape Design	Time and Materials (Ceiling Amount Shown)	\$19,400	Draft Schedule for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data
060	Civil Design	Time and Materials (Ceiling Amount Shown)	\$67,200	Draft Schedule for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data
070	Cost Estimates	Time and Materials (Ceiling Amount Shown)	\$9,500	Concurrent with work progress
080	Specifications	Time and Materials (Ceiling Amount Shown)	\$9,900	Concurrent with work progress
090	Coordination with Keystone Bridge Project	Time and Materials (Ceiling Amount Shown)	\$6,200	Concurrent with work progress
100	Project Report	Time and Materials (Ceiling Amount Shown)	\$13,400	Concurrent with work progress
110	Hydraulic Modeling	Time and Materials (Ceiling Amount Shown)	\$25,100	Draft Schedule for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data
120	Pre-Permitting Meetings	Time and Materials (Ceiling Amount Shown)	\$6,100	Concurrent with work progress
130	Permitting	Time and Materials (Ceiling Amount Shown)	\$40,000	CLIENT to give notice whether or not to proceed with this task during work progress
140	Contingency	Time and Materials (Ceiling Amount Shown)	\$40,000	CLIENT to give notice whether or not to proceed with this task during work progress
Total:			\$288,500	

- E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

Exhibit(s):

- Exhibit B: Rate Table

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

TYPE OF WORK: City

R&D: No

GROUP: Other

PROJECT DESCRIPTION(S):

1. Landscape Architecture (L03)
2. Water Resource/Hydrology/Ground Water (W02)

J-U-B PROJECT NUMBER: 49-25-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☐ **AGREEMENT DATED:** Click or tap to enter a date.; or

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Exhibit B
J-U-B Engineers
Fee Schedule July 2024

Labor Category	Hourly Rate
Principal / Program Manager	\$240-\$299
Project Engineer – Senior/Discipline Lead	\$211-\$277
Project Manager	\$215-\$231
Project Engineer	\$180-\$210
Project Designer	\$141-\$172
CAD Designer	\$136-\$176
Environmental Specialist Lead/Senior	\$175-\$230
Environmental Scientist	\$103-\$155
Survey PLS – Senior/Discipline Lead	\$215-\$243
Survey PLS - Lead	\$170-\$198
Survey Technician – Lead/Senior	\$129-\$162
Assistant Surveyor	\$120-\$150
Assistant Designer/Intern	\$91-\$120
Survey Technician	\$97-\$129
Project Accountant	\$93-\$129
Administrative Assistant	\$63-\$90

- 1) Rates subject to change on a yearly basis.
- 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
- 3) A 10 percent markup will be applied to Subconsultant fees.