



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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| | |
|-----------|-----------------|
| CM/ACM | <u>KS</u> |
| Finance | <u>DN</u> |
| DA | <u> </u> ✓ |
| Risk Mgt. | <u>DE</u> |
| HR | <u>N/A</u> |
| Other | <u>N/A</u> |

STAFF REPORT

BOARD MEETING DATE: January 13, 2015

DATE: December 19, 2014

TO: Board of County Commissioners

FROM: Walter H. West, P.E., Licensed Engineer, Engineering and Capital Projects, Community Services Dept, 328-2338, wwest@washoecounty.us

THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects, Community Services Department, 328-2043, desmith@washoecounty.us

SUBJECT: Approve Amendment 1 to the Agreement for Professional Services between Washoe County and Wood Rodgers, Inc., for additional scope of work items in support of construction of the Rancho San Rafael Regional Park Irrigation System Reconstruction Project – Phase 1, for an additional estimated amount of \$38,500.00 and a total estimated contract amount of \$134,800.00; and authorize the Purchasing and Contracts Manager to sign the Amendment 1. (Commission District 3.)

SUMMARY

This item is for the approval of Amendment 1 to Agreement for Professional Services between Washoe County and Wood Rodgers, Inc., which includes additional scope of work tasks to support the construction of Phase 1 improvements to the Rancho San Rafael Regional Park Irrigation System Reconstruction Project. The amended scope of work will include construction management, quality control and testing, and inspection services.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

January 27, 2014, the Purchasing and Contracts Manager executed the Agreement for Professional Services between Washoe County and Wood Rodgers, Inc., in the amount of \$96,300.

July 10, 2012, the Board adopted the Capital Improvements Plan for FY 2013-2017.

BACKGROUND

Washoe County, through its Community Services Department, owns and manages Rancho San Rafael Regional Park, a popular park destination with over 1.5 million

visitors annually. The Park was developed in the early 1980s and has been improved over time to now include approximately 29 acres of flood irrigated pastures and 35 acres of manicured turf. The existing park irrigation system is outdated with deteriorating infrastructure and needs to be fully reconstructed with new piping, valves, control systems, and a pump station. Full reconstruction of the entire system is estimated at approximately \$1.5 million; however, with the limited funds available a phased approach is proposed.

The existing Professional Services Agreement with Wood Rodgers was executed on January 27, 2014 by the Purchasing and Contracts Manager in the amount \$96,300.00 for design related services.

This item, if approved will include construction support services with the estimated costs indicated as follows:

- | | | |
|------------|-------------------------------------|----------|
| 1. Task 4: | Construction Management Services: | \$10,800 |
| 2. Task 5: | Quality Control & Testing Services: | \$13,400 |
| 3. Task 6: | Inspection Services: | \$14,300 |

Attached is Amendment 1, with new scope of work, and the original Agreement for Professional Services executed on January 27, 2014.

FISCAL IMPACT

Fiscal 2014-15 appropriations are available in Capital Facilities Projects Fund 489, project CF890802-781080 in the amount of \$364,968 which will fund the additional scope of work estimated at \$38,500. Remaining appropriations will fund a portion of construction.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve Amendment 1 to the Agreement for Professional Services between Washoe County and Wood Rodgers, Inc., for additional scope of work items in support of construction of the Rancho San Rafael Regional Park Irrigation System Reconstruction Project – Phase 1, for an additional estimated amount of \$38,500.00 and a total estimated contract amount of \$134,800.00; and authorize the Purchasing and Contracts Manager to sign the Amendment 1.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be. "Move to approve Amendment 1 to the Agreement for Professional Services between Washoe County and Wood Rodgers, Inc., for additional scope of work items in support of construction of the Rancho San Rafael Regional Park Irrigation System Reconstruction Project – Phase 1, for an additional estimated amount of \$38,500.00 and a total estimated contract amount of \$134,800.00; and authorize the Purchasing and Contracts Manager to sign the Amendment 1."

AMENDMENT 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT (No. 1) to the AGREEMENT FOR PROFESSIONAL SERVICES is entered into on January 13, 2015, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and Wood Rodgers, Inc. (“Wood Rodgers”).

WITNESSETH:

WHEREAS, the County and Wood Rodgers desire to extend their AGREEMENT FOR PROFESSIONAL SERVICES, entered into on January 27, 2014 for the “RANCHO SAN RAFAEL IRRIGATION SYSTEM RECONSTRUCTION PROJECT, WASHOE COUNTY, NEVADA” (“Agreement”); and

WHEREAS, Wood Rodgers has provided the County with engineering services in accordance with the existing Agreement and in accordance with accepted industry standards and practices; and

WHEREAS the County has been satisfied with such services provided by Wood Rodgers under the Agreement.

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and Wood Rodgers both agree as follows:

I. GENERAL

1. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. Conflicting Terms. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement, the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified under this Amendment, each of the terms and conditions of the Agreement shall remain in full force and effect and are

enforceable in accordance with their respective terms. This Amendment shall be attached to the Agreement and become a part thereof.

II. SCOPE OF WORK AND TERM

The County shall continue to engage Wood Rodgers for construction management, quality control and testing, and inspection services for the Rancho San Rafael Irrigation System Reconstruction Project, Phase 1 in accordance with the Construction Management Services Cost Amendment Proposal dated December 16, 2014. The term of this Amendment shall commence as specified in the Agreement being January 27, 2014 and shall terminate on August 30, 2015.

III. COMPENSATION FOR SERVICES

The County shall amend the compensation as set forth in the Agreement for Professional Services, on a time and materials basis, to an estimated amount of **One-Hundred Thirty Four Thousand Eight Hundred Dollars [\$134,800.00]**. Payment will be in accordance with Article 3 –COMPENSATION of the Agreement for Professional Services.

IN WITNESS WHEREOF, the Parties have executed this Amendment dated this _____ day of _____, 2015.

WASHOE COUNTY:

By: _____
Mike Sullens Date
Purchasing and Contracts Manager

WOOD RODGERS INC.

By: _____
Mark Casey, P.E. Date
Vice President



WOOD RODGERS

December 16, 2014

Mr. Walt West, P.E.
Washoe County Community Services Department
1001 East Ninth Street
Reno, Nevada 89520-0027

8051.041

**Construction Management Services Cost Amendment Proposal
Irrigation System Reconstruction Project – Phase 1
Rancho San Rafael Regional Park
Reno, NV**

Dear Walt;

Wood Rodgers, Inc. is pleased to present this cost proposal to perform construction management services in support of Phase 1 of the Irrigation System Reconstruction Project at the Rancho San Rafael Regional Park in Reno, Nevada. This project includes modification of the Highland Ditch diversion structure, installation of a prefabricated irrigation pump station, inlet structure in Peavine Pond, potable water main and other miscellaneous improvements. This project also involves electrical improvements which include a primary power extension, service panel on the existing restroom building and other miscellaneous electrical improvements. Construction management services for Phase 2 of this project are not included with this proposal and will be negotiated separately.

Based on this understanding and discussions with Washoe County representatives we have prepared the following scope of services:

TASK 4 –CONSTRUCTION MANAGEMENT SERVICES

For this task we will perform the following:

- ◆ Attend Preconstruction Conference.
- ◆ Consult and advise Washoe County during construction.
- ◆ Review construction, shop, erection drawings/submittals for general compliance with design intent.
- ◆ Review lab, shop and mill test reports and certificates for general compliance with design intent.
- ◆ Make periodic field visits to the site for engineering oversight purposes only and make appropriate reports to Washoe County. This does not constitute inspection services.
- ◆ Observe initial operations of the project or task.
- ◆ Assist with processing of change orders and supplemental agreements (does not include design/engineering for changed conditions/owner requests)
- ◆ Review and approve monthly and final contractor pay requests.
- ◆ Provide engineering oversight project coordination and administration services.

- ◆ Attend weekly construction progress meetings.
- ◆ Make one final inspection of the completed project.
- ◆ Prepare and submit record drawings.

TASK 5 – QUALITY CONTROL & TESTING SERVICES

For this task we will perform the following:

- ◆ **Electrical Component testing:** Provide a licensed inspector to perform inspections of electrical components and systems during construction. Based on 4 onsite inspections.
- ◆ **Underground Installation:** Provide random density testing services during bedding and backfilling operation for electrical, water and storm drain installation. Washoe County will provide inspection services. Based on 7 trips at 3 hours per day.
- ◆ **Fine Grading:** Once the grading and utility installation is complete and the subgrade is compacted prior to base course placement, density testing will be performed on roadway, curb & gutter and sidewalk subgrade and base course. Based on 20 trips at 3 hours per trip for subgrade testing and two laboratory proctors. Washoe County will provide inspection services.
- ◆ **Concrete Site Work:** We will collect and test one set of four concrete cylinders during the concrete placement of the Highland Ditch Diversion Structure, Peavine Pond Pump Intake and pad, curb, gutter and sidewalk replacement. Based on 5 trips at 5 hours per trip. Includes next day cylinder pick up and 5 sets of 4 concrete cylinders to be tested for compressive strength. Washoe County will provide inspection services.
- ◆ **Minor Asphalt Placement:** Provide part time asphalt monitoring during on site asphalt replacement. No asphalt hot samples or cores will be collected. We have budgeted 1 trip at 3 hours for placement monitoring. Washoe County will provide inspection services.

TASK 6 –INSPECTION SERVICES (OPTIONAL)

For this task we will perform the following:

- ◆ **Part Time Inspection:** Provide a part time inspector during all pertinent construction activities. The inspector will attend the preconstruction conference; monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications; assist in problem resolution with Washoe County, contractor personnel, utility agencies, the public and others; prepare daily inspection reports, submitted weekly to Washoe County. Our inspector will also assist in providing quantity reports and assists in contractor's monthly progress payments and assist in preparation of the Punch List and assist in maintaining a field blue-line set of drawings to incorporate with contractor to as-built drawing markups. Our estimate is based on inspection services for 50 days at 5 hours per day.

FEE

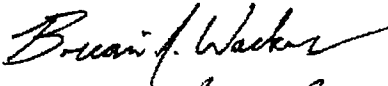
We can complete the above scope of services as an amendment to our current contract for a time and materials fee not to exceed the budgets allocated below without prior written consent.

| | |
|----------------------|--|
| Task 4 | Construction Management Services \$10,800 |
| Task 5 | Quality Control & Testing Services \$13,400 |
| <u>Task 6</u> | <u>Full Inspection Services (Optional) \$14,300</u> |
| Project Total | \$38,500 (includes optional item) |

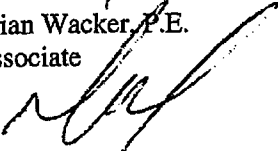
This work can begin immediately upon formal written authorization. We appreciate the opportunity to be of service to Washoe County look forward to the construction phase of this project. Should you have any questions or require additional information, please feel free to contact either of the undersigned at this office.

Sincerely,

WOOD RODGERS, INC.



Brian Wacker, P.E.
Associate



Mark Casey, P.E.
Vice President

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT between WASHOE COUNTY (hereinafter referred to as County) and WOOD RODGERS (hereinafter referred to as Engineer or Consultant);

WITNESSETH:

WHEREAS, County intends to obtain civil engineering design services for the "RANCHO SAN RAFAEL IRRIGATION SYSTEM RECONSTRUCTION PROJECT, WASHOE COUNTY NEVADA", (hereinafter referred to as the Project); and,

WHEREAS, County requires certain professional services in connection with the Project (hereinafter referred to as the Services); and,

WHEREAS, Engineer is prepared to and holds itself out as qualified to provide such Services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the date of the NOTICE TO PROCEED.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform professional engineering services as outlined in the letter of proposal described in Exhibit B, and as directed by County and/or the authorized representative.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For services defined in Article 2, Engineer's compensation shall be determined on a time and material basis, in accordance with the fee schedule described in Exhibit B, which is attached hereto and incorporated by reference as part of the Agreement. Total compensation for the services described herein is estimated in the amount of **Ninety Six Thousand Three Hundred Dollars (\$96,300.00)**. This amount may be increased or decreased by the County upon written notice from the County's representative designated in Article 11, in accordance with the fee schedule herein, when additions or deletions are required within the scope of the Agreement. Exhibit B will be utilized for a period of one (1) year after the effective date of this Agreement. The Engineer may submit a request to County to revise said Exhibit B after one (1) year to reflect increased or decreased costs of doing business. County shall have the right to accept or reject any proposed revision of Exhibit B. The actual costs charged for the work by Engineer in accordance with this provision shall be full compensation to Engineer for all services and duties required by Article 2, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, engineers and consultants/subconsultants engaged by

Engineer; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead.

3.2 Compensation for Additional Services

If County requests Engineer to perform services in addition to services agreed to be performed under Article 2, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County's representative prior to commencing work.

3.3 Methods and Times of Payment

Engineer shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Engineer for work on the Project shall be made within forty-five (45) days after receipt of Engineer's invoice. Interest on invoices remaining unpaid by County forty-five (45) days after receipt may be charged interest at three-quarters of one percent (3/4%) per month, provided that County has not disputed the invoice in writing in good faith within the forty-five (45) day period. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Engineer.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The work on the Project as described in Article 2 shall progress and be completed no later than the date of the recordation of the Notice of Completion of the construction of "Rancho San Rafael Irrigation Reconstruction Project, Washoe County, Nevada". Engineer shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Engineer's reasonable control, including, but not limited to, County's Contractor's failure to complete the Project in a timely manner.

ARTICLE 5 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional engineer under similar circumstances and Engineer shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not generally be responsible for construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project unless specifically assigned to Engineer by Article 2. If the Engineer visits the site, he will immediately notify the County and Contractor of any unsafe conditions or unsafe construction methods or results which he observes in conducting his visit. In addition, Engineer shall not be responsible for the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria or standards unless specifically assigned to Engineer by Article 2.

ARTICLE 7 - INDEMNIFICATION/HOLD HARMLESS

Washoe County has established specific indemnifications and insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. Exhibit A, Pages 1-4, is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this agreement.

ARTICLE 8 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. County shall have the right to supervise the methods by Engineer. County shall have the right to observe such performance. Engineer shall work closely with County in performing Services under this Agreement.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards including, without limitation, applicable requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work. The Engineer shall include in its agreements with each subcontractor or supplier of materials, labor, equipment or services a requirement to comply with all applicable licensing and sales and use tax laws and regulations. Engineer shall procure the permits, certificates, and licenses necessary to allow Engineer to perform the Services. Engineer shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Article 2.

ARTICLE 10- TERMINATION, SUSPENSION OR ABANDONMENT OF CONTRACT

10.1 Either party to this Agreement may terminate the Agreement for cause upon giving the other party seven (7) days prior written notice. Cause may include failure to perform through no fault of the party initiating the termination. In the event that the Agreement is being terminated for a cause which can be cured, then the 7 day notice from the nondefaulting party will advise the defaulting party of the default and that the defaulting party will have the 7 days in which to cure the default. In the event the default is not cured within the 7 day period, then the Agreement terminates on the last day of the 7 day notice period.

10.2 In addition, County may terminate this Agreement without cause upon giving the Engineer notice in writing which notice shall specify a date not less than 7 days from the date of the notice on which the Agreement will terminate. Should County decide to terminate in accordance with this paragraph, County may do so by providing the notice of termination at any time under this Agreement. The County's issuance of a written Notice to Proceed with a Phase of work hereunder does not impair the County's right to terminate this Agreement at any time in accordance with this paragraph.

10.3 If the project is suspended by the County for more than 90 consecutive days, Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Engineer's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Engineer's services, upon submission by Engineer of actual costs incurred and justification for such expenses.

10.4 This Agreement may be terminated by County upon not less than seven (7) days written notice to Engineer in the event that the Project is permanently abandoned.

10.5 In the event this Agreement is terminated for any of the reasons mentioned in Paragraphs 10.1, 10.2, or 10.4 above, Engineer shall be entitled to receive compensation for all work satisfactorily completed and accepted by County prior to the date of termination and together with all reimbursable expenses allowed per this Agreement then due prior to the date of termination. In no event will County pay for any work performed on any Phase of the Agreement which has not been authorized by the County sending and Engineer's receipt of a written Notice to Proceed. In determining the amount payable for work satisfactorily completed prior to the date of termination, Engineer shall submit time sheets and other records or documents to County to substantiate the work completed.

10.6 If this Agreement is terminated by County in accordance with Paragraph 10.2 for cause, County may withhold and offset against any payments otherwise due or seek recovery for amounts already paid, including, without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; costs of correcting the problem or work; value of County's time spent in correcting the work or problem; any increase in costs resulting from the problem or work; and any other costs which result from such termination.

10.7 If County fails to make payment when due Engineer for services and expenses properly performed and incurred, and which are not otherwise in dispute in accordance with Article 20, Engineer may, upon seven (7) days written notice to County, suspend performance of services under this Agreement. Unless payment in full of the amount due is received by Engineer within seven (7) days of the date of notice, this suspension shall take effect without further notice. In the event of suspension of services, Engineer shall have no liability to County for delay or damages caused by County because of such suspension of services.

10.8 No termination expenses shall be paid to Engineer for County's early termination or for County's abandonment or suspension of work hereunder.

ARTICLE 11 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, certified or return receipt requested to the address specified below.

To Engineer:

Mark Casey, P.E., Vice President
Wood Rodgers
5440 Reno Corporate Drive
Reno, Nevada 89511

To County:

Mike Sullens, Purchasing and Contracts Manager
Washoe County Community Services Department
P.O. Box 11130
Reno, Nevada 89520

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

ARTICLE 12 - UNCONTROLLABLE FORCES

Neither County nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effects of which, by the exercise of reasonable diligence, the nonperforming party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

Neither party shall, however, be excused from performances if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Engineer or County to prevent, settle, or otherwise avoid a strike, work slowdown or other labor action. The nonperforming party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nevada and venue for any legal action arising out of any dispute shall be in a court of competent jurisdiction in Washoe County, Nevada. The parties to this contract agree that neither party will make a motion for nor is entitled to an award of attorneys' fees from the court because of any legal proceeding as a result of any issue(s) arising out of this contract, even if that party is considered to be a prevailing party. A party is entitled to an award of costs of suit in accordance with Nevada law.

ARTICLE 14 - MISCELLANEOUS

14.1 Nonwaiver

A waiver by either County or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

14.2 Severability

The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

ARTICLE 15 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

County and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 17 - ASSIGNMENT

Neither County nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 18 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Engineer.

ARTICLE 19 - DISPUTE RESOLUTION

Prior to the commencement of any legal proceeding to resolve any dispute arising out of this agreement, the parties agree to participate in a mutually agreeable method of alternate dispute resolution as stated in NRS Chapter 338.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

By:  1/27/2014
Mike Sullens
Purchasing and Contracts Manager

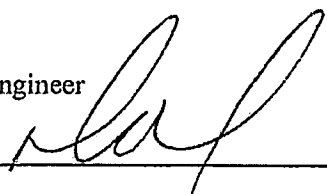
Consulting Engineer
By: 
Principal

Exhibit A – Insurance Requirements

Appendix

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR AGREEMENTS WITH DESIGN PROFESSIONALS

INDEMNIFICATION

PROFESSIONAL Liability

PROFESSIONAL agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the employees or agents of the design professional in the performance of the contract. If the insurer by which the design professional is insured against professional liability does not so defend the public body and the employees, officers and agents of the public body and the design professional is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body by the design professional in an amount which is proportionate to the liability of the design professional. (See: NRS 338.155)

As used in this section, "agents" means those persons who are directly involved in and acting on behalf of COUNTY or PROFESSIONAL, as applicable, in furtherance of the contract or the public work to which the contract pertains.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of PROFESSIONAL services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROFESSIONAL agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of PROFESSIONAL (or Sub-PROFESSIONAL, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that PROFESSIONAL purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and PROFESSIONAL'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 here under by PROFESSIONAL, its agents, representatives, employees or Sub-PROFESSIONALS. The cost of all such insurance shall be borne by PROFESSIONAL.

Rev. 08/24/10

INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROFESSIONAL or any Sub-PROFESSIONAL by COUNTY. PROFESSIONAL agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If PROFESSIONAL is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should PROFESSIONAL be self-funded for Industrial insurance, PROFESSIONAL shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

PROFESSIONAL shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. PROFESSIONAL Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase PROFESSIONAL'S insurance levels to meet minimum contract limits shall be borne by the PROFESSIONAL at no cost to the COUNTY.

PROFESSIONAL will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that PROFESSIONAL goes out of business during the term of this Agreement or the three (3) year period described above, PROFESSIONAL shall purchase Extended Reporting Coverage for claims arising out of PROFESSIONAL'S negligent acts, errors and omissions committed during the term of the PROFESSIONAL Liability Policy.

Should COUNTY and PROFESSIONAL agree that higher PROFESSIONAL Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through PROFESSIONAL'S insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL, including the insured's general supervision of PROFESSIONAL; products and completed operations of PROFESSIONAL; or premises owned, occupied or used by PROFESSIONAL. Any additional cost associated with this provision shall be the responsibility of COUNTY.
- b. PROFESSIONAL'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of PROFESSIONAL'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 COUNTY, its officers, agents, employees or volunteers.
- d. PROFESSIONAL'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. PROFESSIONAL'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-; VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning PROFESSIONAL and insurance carrier. COUNTY reserves the right to require that the PROFESSIONAL'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

PROFESSIONAL shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. 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. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-PROFESSIONALS

PROFESSIONAL shall include all Sub-PROFESSIONALS as insureds under its policies or furnish separate certificates and endorsements for each Sub-PROFESSIONAL. Sub-PROFESSIONAL shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PROFESSIONAL shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by PROFESSIONAL, any Sub-PROFESSIONAL, or anyone employed, directed or supervised by PROFESSIONAL.
2. Nothing herein contained shall be construed as limiting in any way the extent to which PROFESSIONAL may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-PROFESSIONALS under it.
3. In addition to any other remedies COUNTY may have if PROFESSIONAL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order PROFESSIONAL to stop work under this Agreement and/or withhold any payments which become due PROFESSIONAL here under until PROFESSIONAL demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.



EXHIBIT B

January 22, 2014

Mr. Walt West, P.E.
Washoe County Community Services Department
1001 East Ninth Street
Reno, Nevada 89520-0027

Revised Cost Proposal
Irrigation System Reconstruction Project
Rancho San Rafael Regional Park
Reno, Nevada

Dear Walt;

Wood Rodgers, Inc. is pleased to present this revised cost proposal to perform engineering and landscape architecture services in support of the Irrigation System Reconstruction Project at the Ranch San Rafael Regional Park in Reno, Nevada. Our understanding is that Washoe County desires to redesign the parks irrigation system to include a complete replacement of all sprinklers and piping as well as pumping system. The one exception is that the sprinkler and drip system for the existing Arboretum area is anticipated to remain, but be converted to Highland Ditch water rather than TMWA water. Our services will include analysis of the existing pond system and with the intention of optimizing surface water rights associated with the park and to minimize the use of potable water used for irrigation. The electrical design for this proposed system is anticipated to include a proposed 3 phase electrical service to the pump house, power and distribution for 2 new pumps with each one approximately 10HP, lighting, and miscellaneous electrical connections within the pump house. Based upon this understanding and conversations with Washoe County representatives we have prepared the following scope of services:

TASK 1 -- TOPOGRAPHIC SURVEY

We understand the counties regional topography will be provided for our use, therefore extensive amounts of survey is not anticipated to be required for the project.

We have however included a small amount of field and office time to gather specific information not available within the Counties regional topography. This additional survey is anticipated to expand upon the survey provided by the County. A combination of GPS RTK and conventional survey methods will be employed to produce the topographic data. Key existing features of the subject site shall be located and shown on the plan. These features shall include but not be limited to: natural ground, curb and gutter, lighting, striping, and signage, hardscape and significant landscape features.

Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. The invert elevations and pipe sizes of said features and structures will also be located and delineated on the plan. All other utility features and structures (water, gas, etc.), visible from the surface of the ground, shall be located and shown on the plan.

TASK 2 – Landscape Architecture

Irrigation System Design – Design a complete irrigation system for developed areas of the park. The anticipated scope will begin downstream of the pump and filtration system and include piping, valves and “Site Control” clock/controller system.

35 Acre Developed Park/Turf Area (Zone 1) – Prepare Irrigation Plans that schematically indicate type and location of all irrigation appurtenances including piping, valve, controllers, and emission devices. Prepare specifications for installation, construction details and an estimate of anticipated construction costs. Proposed system phasing will be shown on the overall plan.

Arboretum Irrigation System (Zone 2) – The irrigation system design for this area will include mainline extensions from the proposed pump facility to the existing connection points for the Arboretum area. This design scope will not include any design downstream of the arboretum’s existing points-of-connection. Existing flow and pressure demands for the arboretum will be provided by Washoe County Community Services.

TASK 3 – CIVIL AND ELECTRICAL ENGINEERING

Prepare complete civil design of water supply system in support of Irrigation system. Anticipated tasks include.

- ❑ Perform water balance analysis of the proposed irrigation system and the anticipated Highlands Ditch water.
- ❑ Review existing pond sizing compared to water balance and design any modifications needed for ponds to reduce potable water use to the extent possible
- ❑ Review existing ditch diversion and propose changes as necessary.
- ❑ Prepare ditch diversion channel modification as necessary.
- ❑ Prepare grading plans for pond areas as may be required.
- ❑ Perform pump system design.
- ❑ Prepare TMWA plans for water system changes.
- ❑ Perform coordination with TMWA and prepare TMWA plans for planned water system changes.
- ❑ Assist the County to coordinate with NV Energy to establish proposed 3 phase service at the desired location.
- ❑ Telemetry and SCADA controls are not anticipated at this time and as such are excluded from these services.
- ❑ Prepare Power Distribution and Branch Circuit design for pump house.
- ❑ Prepare Lighting Design – General Illumination within pump house only.
- ❑ Prepare construction drawings that include approximately the following sheets:
 - Title Sheet
 - Notes, Legend and Abbreviations Sheet
 - Horizontal Control Plan
 - Grading Plan
 - Pump station plans
 - Utility Plan
 - Lighting design (within pump house)
 - Power Distribution and Branch Circuit design
 - Construction Details

- ❑ Drawings will be submitted once to the County for review at the 30% stage, 60% and then once again at the 90% stage of completion. Final documents will then be prepared and submitted responding to all comments from previous submittals.
- ❑ Schedule and attend a review meeting with County and respond to one set of comments at each submittal.
- ❑ Technical Specifications will be prepared and submitted with 90% plan set.
- ❑ An engineer's estimate will be submitted with each submittal.
- ❑ All electrical engineering necessary for proposed 3 phase service is anticipated to be provided by NV Energy. Any fees from NV Energy associated with this proposed service are assumed to be paid directly by the County or otherwise outside of this scope of services.

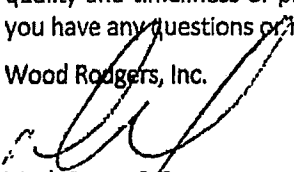
SCHEDULE AND FEE

We can complete the above scope of services for a time and materials fee not to exceed the budgets allocated below without prior written consent.

| | |
|--|-----------------|
| Task 1 Topographic Survey | \$3,800 ✓ |
| Task 2 Landscape Architecture | \$43,000 |
| <u>Task 3 Civil and Electrical Engineering</u> | <u>\$49,500</u> |
| Total Project | \$96,300 |

This work can begin immediately upon formal written authorization. We are confident we will provide the quality and timeliness of professional services needed to assist in making this a successful project. Should you have any questions or require additional information, please feel free to contact me at this office.

Wood Rodgers, Inc.



Mark Casey, P.E.
Vice President



WOOD RODGERS

Standard Billing Schedule

| CLASSIFICATION | STANDARD RATE |
|--|---------------|
| Principal Engineer/Hydrogeologist/Surveyor/Planner/LA*II | \$210 |
| Principal Engineer/Hydrogeologist/Surveyor/Planner/LA* | \$185 |
| Associate Engineer/Hydrogeologist/Surveyor/Planner/GIS/LA* | \$160 |
| Associate Engineer/Hydrogeologist/Surveyor/Planner/GIS/LA*II | \$185 |
| Engineer/Hydrogeologist/Surveyor/Planner/LA* III | \$145 |
| Engineer/Hydrogeologist/Surveyor/Planner/LA* II | \$120 |
| Engineer/Hydrogeologist/Surveyor/Planner/LA* I | \$115 |
| Assistant Engineer | \$95 |
| CAD/GIS Technician III | \$95 |
| CAD/GIS Technician II | \$85 |
| CAD/GIS Technician I | \$75 |
| Project Coordinator | \$75 |
| Administrative Assistant | \$65 |
| Resident Engineer | \$155 |
| Construction Project Manager | \$135 |
| Inspector III | \$99 |
| Inspector II | \$89 |
| Inspector I | \$79 |
| Field/Lab Technician IV | \$140 |
| Field/Lab Technician III | \$95 |
| Field/Lab Technician II | \$85 |
| Field/Lab Technician I | \$75 |
| 1 Person Survey Crew | \$125 |
| 2 Person Survey Crew | \$160 |
| 3 Person Survey Crew | \$230 |
| Consultants, Outside Services, Materials & Direct Charges | Cost Plus 10% |
| Overtime Work | Rate Plus 50% |

*LA = Landscape Architect