



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM KS  
Finance DN  
DA ✓  
Risk Mgt. DE  
HR NA  
Other NA

## STAFF REPORT

BOARD MEETING DATE: February 24, 2015

**DATE:** January 28, 2015  
**TO:** Board of County Commissioners  
**FROM:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects  
Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)  
**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-2040, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)  
**SUBJECT:** Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and Poggemeyer Design Group, Inc., to provide project management services for the Washoe County Medical Examiners Facility Project [\$182,990.00]. (All Commission Districts.)

### SUMMARY

The Community Services Department (CSD) is requesting approval of a professional consulting services agreement with Poggemeyer Design Group, Inc., (Poggemeyer) to provide continued project management services for the new Washoe County Medical Examiners Facility Project (project) located in the Truckee Meadows. This request is being made due to a change in companies by the project manager and recognizes the importance of maintaining consistency in this critical project role.

The scope of work under this agreement continues project management services to manage and deliver the complete project through each phase including architect and contractor selection, design, construction and post-construction occupancy.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities

### PREVIOUS ACTION

On January 14, 2014, the Board of County Commissioners (Board) approved an Agreement for Professional Consultant Services between Lumos and Associates to provide project management services for this project in the amount of \$310,030.00.

On May 13, 2014, the Board approved the Washoe County Capital Improvement Plan for FY2014/19 which included authorization for the design and construction phase of this project.

On July 8, 2014, the Board approved an Agreement for Professional Consulting Services between Washoe County and VanWoert Bigotti Architects to provide architectural design services for the Washoe County Medical Examiners Facility Project in the amount of \$766,990.

On January 13, 2015, the Board approved a proposal to use ad valorem taxes (except to the extent pledged revenues and other moneys are available therefor) to fund a general obligation building bond, wholly or in part, for the acquisition, construction,

improvement and equipment for the Medical Examiner Building Project, additionally secured by “pledged revenues” pursuant to NRS 360.698.

### **BACKGROUND**

Washoe County owns and operates the existing Medical Examiner’s Facility located at 10 Kirman Avenue, adjacent to the Washoe Medical Center. The two-story building also houses the Washoe County Tuberculosis Clinic. The existing building was constructed in 1959 and has been modified over the course of time. Due to the inefficiencies associated with the existing facility and the increasing operational, maintenance and replacement costs associated with the building, Washoe County determined that a replacement building was required and initiated a new project.

With the resources that are currently available for Washoe County to deliver a project of this magnitude, staff determined that an extension of resources from a third party was necessary to deliver this project. Washoe County initially contracted with Lumos and Associates (Lumos) who provided a project manager that understands the unique nature of Washoe County government projects, space planning, the general bond procurement process, and the CMAR delivery for public works for complex projects. Further Lumos had committed that project manager for the duration of the project.

Recently the project manager transitioned to Poggemeyer and, understanding the necessity to maintain the current project manager and team, Lumos and Washoe County jointly agreed to terminate the initial professional services contract for the benefit of the project. Subsequently Poggemeyer submitted a project management proposal which picks up where the initial contract ends, at no additional cost to the project or to Washoe County.

Washoe County appreciates the professionalism of both Lumos and Associates and Poggemeyer in working with Washoe County to facilitate this transition process to the benefit of the community.

### **FISCAL IMPACT**

Since this proposal picks up where the other left off and uses generally the same rates and assumptions, there is essentially no change in proposed design and project management fees for this project. Purchase Order 5500018213 issued to Lumos & Associates will be closed, releasing the unexpended balance back into the project budget. Should the Board approve this Agreement for Professional Consulting Services with Poggemeyer Design Group, a new purchase order will be issued for \$182,990. This project is budgeted in the Capital Facilities Tax Fund Project CF890401.

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve an Agreement for Professional Consulting Services between Washoe County and Poggemeyer Design Group, Inc., to provide project management services for the Washoe County Medical Examiner’s Facility Project [\$182,990.00].

### **POSSIBLE MOTION**

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve an Agreement for Professional Consulting Services between Washoe County and Poggemeyer Design Group, Inc., to provide project management services for the Washoe County Medical Examiner’s Facility Project [\$182,990.00].”

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County a political subdivision of the State of Nevada (hereinafter referred to as County) and **Poggemeyer Design Group, Inc.**, (hereinafter referred to as Consultant), collectively (the Parties).

### WITNESSETH:

WHEREAS COUNTY desires to engage Consultant to render certain consulting services in support of **Washoe County Medical Examiner's Facility Project** as described in **Exhibit A, Scope of Work and Fee Schedule**, (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, Consultant represents that it is duly qualified, ready, willing and able to provide said work by virtue of education, training and experience; and,

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

#### ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **February 24, 2015**.

#### ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform professional services as described in Exhibit A, Scope of Work and Fee Schedule which is attached hereto and incorporated by reference as part of the Agreement.

#### ARTICLE 3 - COMPENSATION

##### 3.1 Compensation for Services

For services defined in Article 2, Consultant's compensation shall be determined on a time and material basis, in accordance with the fee schedule described in Exhibit A, and which is attached hereto and incorporated by reference as part of the Agreement. Total compensation shall not exceed **One Hundred Eighty Two Thousand Nine Hundred Ninety dollars and no cents (\$182,990.00)**. Exhibit A, Scope of Work and Fee Schedule will be utilized for a period of one (1) year after the effective date of this agreement, or the term of the contract, whichever is less. The fee schedule may be renegotiated at the end of the above period upon request by either the County or the Consultant. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant 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 and consultants or sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

##### 3.2 Compensation for Additional Services

If County requests Consultant 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

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided Services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within 30 days after receipt of Consultant's invoice. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant.

## ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The work on the Project as described in Article 2 shall progress and be completed no later than **July 31, 2016**. Consultant 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 Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide the County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

## ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no cost to County, re-perform Services which fail to satisfy the foregoing Standard of Care, provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in Services or reports. County reserves the right to inspect, comment on, and request revision of, all deficient Services not satisfying the Standard of Care performed by Consultant, and Consultant warrants that Services performed shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing Standard of Care shall constitute a material breach of this Agreement unless expressly waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article.

## ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, Consultant shall not be responsible for the failure of any Consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify County of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the construction site.

## ARTICLE 7 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

Consultant is an independent contractor, not a County employee. Consultant's employees or contract personnel are not County employees. Consultant and County agree to the following rights consistent with an independent contractor relationship:

- a. Consultant has the right to perform Services for others during the term of this Agreement.
- b. Consultant has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed.
- c. Consultant shall not be assigned a work location on County premises, and Consultant has the right to perform the Services required by this Agreement at any place, location or time.
- d. Consultant will furnish all equipment and materials used to provide the Services required by this Agreement.
- e. Consultant has the right to hire assistants as subcontractors, or to use Consultant's employees to provide the Services required by this Agreement.
- f. Consultant or Consultant's employees or contract personnel shall perform the Services required by this Agreement and Consultant agrees to the faithful performance and delivery of described Services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Consultant.
- g. Neither Consultant nor Consultant's employees or contract personnel shall receive any training from County in the skills necessary to perform the Services required by this Agreement.
- h. County shall not require Consultant or Consultant's employees or contract personnel to devote full time to performing the Services required by this Agreement.
- i. That Consultant is not an employee of County and thereby Consultant waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. That Consultant is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Consultant's business license number is on file with the Washoe County Comptroller's office. Consultant's federal tax I.D. number is also on file with the Washoe County Comptroller's office.
- k. That Consultant understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for Services herein provided. Consultant understands that an IRS Form 1099 will be filed by County for all payments received.
- l. That Consultant 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.

## ARTICLE 8 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services at Consultant's sole cost. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Work and Fee Schedule.

## ARTICLE 9 - COUNTY'S RESPONSIBILITY

County shall provide any information as authorized by law in its possession that is requested by Consultant and is necessary to complete the Project. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.

## ARTICLE 10 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications prepared by Consultant pursuant to this Agreement are instruments of Service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this Project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

## ARTICLE 11 - TERMINATION OF CONTRACT

The obligation to continue Services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the County terminates

the Consultant due to default, the County may reduce the amount owed the Consultant by the amount required to handle the default, including attorney fees.

County shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of Services on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement, and reasonable termination or suspension expenses, less any set-offs which County may have due to Consultant's negligence, nonperformance or breach of this Agreement.

#### ARTICLE 12 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

#### ARTICLE 13 - NOTICE

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

**To Consultant:**

**Rod Savini, P.E.**  
**Northern Nevada Operations Manager**  
**Poggemeyer Design Group, Inc.,**  
**225 South Arlington Avenue**  
**Reno, NV 89501**

**To County:**

**David Solaro, Arch., P.E.**  
**Director**  
**Washoe County Community Services Department**  
**1001 East 9th Street**  
**Reno, NV 89512**

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

#### ARTICLE 14- UNCONTROLLABLE FORCES

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

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

#### ARTICLE 15 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nevada.

#### ARTICLE 16 - MISCELLANEOUS

##### 16.1 Non-waiver

A waiver by either County or Consultant 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.

##### 16.2 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 17 - 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. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the parties, the terms of this Agreement shall control.

#### ARTICLE 18 - SUCCESSORS AND ASSIGNS

County and Consultant 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 19 - ASSIGNMENT

Neither County nor Consultant 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 Article shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as may be deemed appropriate to assist in the performance of the Services hereunder.

ARTICLE 20 - THIRD PARTY RIGHTS

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

ARTICLE 21 - INDEMNIFICATION, HOLD HARMLESS AGREEMENT AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. **Exhibit B, Pages 1-4**, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement, and shall be in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY

CONSULTANT

By:

By:

\_\_\_\_\_  
Chairman,  
Washoe County Commission

\_\_\_\_\_  
Rod Savini, P.E.  
Northern Nevada Operations Manager  
Poggemeyer Design Group, Inc.

Attest:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Nancy Parent, County Clerk

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me a Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that s/he executed the same freely and voluntarily on behalf of the individual for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

## Exhibit A



POGGEMEYER  
DESIGN GROUP

January 29, 2015

Dwayne Smith, P.E., Director  
Engineering and Capital Projects  
Washoe County Community Services Department  
1001 E. Ninth Street  
Reno, Nevada 89512

**RE: Medical Examiner Project Management Proposal for Project Management Services**

Dear Mr. Smith,

Poggemeyer Design Group, Inc., (PDG) is pleased to provide Washoe County Community Services Department ("Owner") this proposal for engineering services related to the Medical Examiner – Project Management Services.

### **A. Project Understanding**

The Owner has been planning the development of a new Medical Examiner Facility in the Truckee Meadows. The programmed project building size is currently 19,000 square feet and will be located on a county owned parcel located at Ninth and Morrill Streets. This proposal has been developed to provide project management services to deliver the project as a Construction Management at Risk (CMAR) public work. The Owner desires to retain a Project Manager to assist in managing design and construction services to support and oversee project development, and manage post occupancy services.

The following scope of work details the required tasks to assist in the project development.

### **B. Scope of Work**

PDG will utilize current facility characteristic programming documents, existing archive as-built drawings, Medical Examiner staff input, A/E contract, and CMAR Contractor contract efforts to complete the design, construction, and post occupancy of the new Medical Examiner Facility.

PDG will perform the following tasks on a Time and Materials basis with a Not to Exceed (NTE) amount as specified in the fee schedule below.

#### **Task 1 – Manage A/E Design Process**

PDG will manage the A/E on behalf of the Owner regarding development of A/E deliverable documents to include completion of said services in accordance with the approved project design schedule. The work is deemed complete when each phase of the design process is complete and accepted by the Owner.

- A/E Design Process
  - Schematic Design

- Introduce CMAR contractor at the beginning of this phase of work and manage through the design process.
  - CMAR contractor will be providing preconstruction services to include:
    - Assisting Washoe County in determining whether scheduling or constructability problems exist and would delay construction of the new Medical Examiners Facility
    - Estimating the cost of labor and material for the new Medical Examiners Facility
    - Assisting Washoe County in determining whether the new Medical Examiners Facility can be constructed within Washoe County's budget
    - Design Development
    - Construction Document Development
- Owner may consider developing a separate civil site package allowing site work to proceed in advance of the construction document development completion. This may allow this work to occur during a more favorable period and provide an earlier completion date for the project.

### **Task 2 – Assist in Special Use permit (SUP) Application Development, Submittal, and Approval Process**

PDG will assist the A/E providing information, review, and accompany during public hearings. The work is deemed complete when the Special Use Permit is considered by the applicable jurisdiction for the development of the new Medical examiner facility.

- Planning/SUP Approval
  - Special Use permit (SUP)
    - SUP application was submitted on January 12, 2015
    - Attend neighborhood meeting on February 17, 2015
    - Attend City of Reno Planning Commission meeting on March 4, 2015.

### **Task 3 – Building Permit Submittal and Issuance**

PDG will assist the A/E providing information, review, and accompany during submittal. The work is deemed complete when the Building Permit is issued for the development of the new Medical Examiner facility.

- Building Permit Review
- Site Design Review
  - Access: Jurisdiction and RTC review
  - Utilities
    - Water and Sewer

- Natural Gas and Electric
- Washoe County IT/Communication

#### **Task 4 – Construction**

PDG will represent and coordinate with the Owner during the construction of the new Medical Examiner facility.

- Construction
  - Construction Services
    - CMAR Contractor
    - A/E services during construction
      - Submittal review
        - Contract
        - Material
        - Equipment
        - Testing
    - Special inspection and testing

#### **Task 5 – Post Occupancy Services**

PDG will receive, review, and verify the content of the O&M Facility Manuals and schedule the training with the CMAR Contractor for the Owner's staff following completion of construction of the new Medical Examiner facility.

- Post Occupancy
  - O&M Facility Manual presentation and reviews
  - Training

#### **C. Project Schedule**

PDG has developed a current project schedule. This schedule will be updated to include development of the revised facility floor plan to be provided this week, subsequent review, and revision of the schedule to begin schematic design beginning next week.

#### **D. Staff Assignment**

PDG has assigned Rod Savini, P.E. as Project Manager for Washoe County's new Medical Examiner Facility.

#### **E. Fee Schedule**

PDG is proposing to conduct the scope of work identified on a Time and Materials basis, NTE for the following fee schedule:

Task 1 – Manage A/E Design Process .....	\$41,020
Task 2 – Assist in Special Use permit (SUP) Application Development, Submittal, and Approval Process .....	\$990
Task 3 – Building Permit Submittal and Issuance .....	\$4,880
Task 4 – Construction .....	\$130,820
Task 5 – Post Occupancy Services .....	\$5,280
<b>Total Fee .....</b>	<b>\$182,990</b>

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#### F. Exclusions and Assumptions

PDG' role for the project is to provide project management and oversight services. The following items have not been incorporated within this proposal or are assumptions, which have been made during the preparation of this proposal:

- Owner requested additional services related to Project Management are not included as part of this scope of work. Should additional services be required by the Owner, PDG will provide an addendum to this scope of work.
- Owner will contract directly with A/E firm, CMAR Contractor, Phase I and II Environmental firm, and others as required.

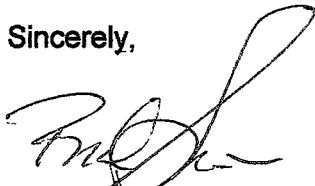
#### G. Terms and Conditions

Work outside the established SCOPE OF WORK can be performed on a time and materials basis in accordance with our current fee schedule. A standard fee schedule is attached and incorporated into this proposal. This proposal is valid for 60 working days from the date of this letter.

PDG will send monthly progress billings on this project. The amount of these billings will be based upon the time and materials for the work completed. The terms are 'Due upon Receipt' and accounts are past due after 45 days. Accounts over 45 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you for the opportunity to provide you with this proposal, and if you have any questions please do not hesitate to me at (775) 813-0074.

Sincerely,



Rod Savini, P.E.  
Northern Nevada Operations Manager

Washoe County Community Services Department  
 Engineering and Capital Projects Division  
 Medical Examiner Facility Project Management Fee Estimate

Task Name

**Task 1: A/E Design Services**

Schematic Design Development

Schematic Design Review

Design Development

Design Development Review

Construction Document Development

Construction Document Development Review

Staff Classification	Hours	Hourly Rate	Subtotal	
Project Manager	40	\$165.00	\$ 6,600.00	
Clerical/Admin	8	\$65.00	\$ 520.00	
Project Manager	12	\$165.00	\$ 1,980.00	
Clerical/Admin	8	\$65.00	\$ 520.00	
Project Manager	40	\$165.00	\$ 6,600.00	
Project Manager	24	\$165.00	\$ 3,960.00	
Clerical/Admin	8	\$65.00	\$ 520.00	
Project Manager	80	\$165.00	\$ 13,200.00	
Project Manager	40	\$165.00	\$ 6,600.00	
Clerical/Admin	8	\$65.00	\$ 520.00	\$ 41,020.00

**Task 2: Assist in Special Use Permit (SUP) Process**

Attend Initial Review Meeting (1/29/15)

Neighborhood Meeting (2/17/15)

Attend Planning Commission Meeting (3/4/15)

Staff Classification	Hours	Hourly Rate	Subtotal	
Project Manager	2	\$165.00	\$ 330.00	
Project Manager	2	\$165.00	\$ 330.00	
Project Manager	2	\$165.00	\$ 330.00	\$ 990.00

**Building Permit Submittal and Issuance**

Authorization to Proceed

Prepare Building Permit Documentation

Pre-Application Meetings

Submit Application with Documents

Staff Application Meeting

Permit Issuance

Staff Classification	Hours	Hourly Rate	Subtotal	
Project Manager	4	\$165.00	\$ 660.00	
Project Manager	8	\$165.00	\$ 1,320.00	
Project Manager	4	\$165.00	\$ 660.00	
Clerical/Admin	2	\$65.00	\$ 130.00	
Project Manager	4	\$165.00	\$ 660.00	
Project Manager	4	\$165.00	\$ 660.00	
Clerical/Admin	2	\$65.00	\$ 130.00	
Project Manager	4	\$165.00	\$ 660.00	\$ 4,880.00

**Construction Phase**

Notice to Proceed

Preconstruction Meeting

Construction Oversight (10 hours per week for 52 weeks - 4 weeks)

(4 weeks replacing Sr. Project Engineer)

Monthly Project Schedule review/Update

Weekly Meeting Agenda Development/Chair Meeting/Weekly Meeting Minute Documentation (4 hours per week for 52 weeks - 4 weeks)

(4 weeks replacing Sr. Project Engineer)

Staff Classification	Hours	Hourly Rate	Subtotal	
Project Manager	4	\$165.00	\$ 660.00	
Project Manager	16	\$165.00	\$ 2,640.00	
Staff Engineer	8	\$125.00	\$ 1,000.00	
Clerical/Admin	8	\$65.00	\$ 520.00	
Project Manager	480	\$165.00	\$ 79,200.00	
Staff Engineer	40	\$125.00	\$ 5,000.00	
Staff Engineer	40	\$125.00	\$ 5,000.00	
Project Manager	192	\$165.00	\$ 31,680.00	
Clerical/Admin	48	\$65.00	\$ 3,120.00	
Staff Engineer	16	\$125.00	\$ 2,000.00	\$ 130,820.00

**Post Occupancy Phase**

O&M Facility Manual Presentation and Reviews

Facility Training

Staff Classification	Hours	Hourly Rate	Subtotal	
Project Manager	24	\$165.00	\$ 3,960.00	
Project Manager	8	\$165.00	\$ 1,320.00	\$ 5,280.00
				\$ 182,990.00

**2015 POGGEMEYER DESIGN GROUP  
HOURLY FEE SCHEDULE**

**I. PERSONNEL RATES**

<u>Classification</u>	<u>Hourly Rate</u>
Senior Principal	\$ 206.00
Principal	\$ 180.00
Project Manager	\$ 165.00
Senior Project Engineer	\$ 141.00
Project Engineer	\$ 125.00
Engineer	\$ 118.00
Engineering Intern	\$ 103.00
CAD Manager	\$ 103.00
Senior Designer	\$ 103.00
Senior CAD Technician	\$ 98.00
CAD Technician	\$ 95.00
Junior CAD Technician	\$ 74.00
Student Intern	\$ 50.00
Project Representative	\$ 106.00
Registered Surveyor	\$ 130.00
Survey Crew (2 Person)	\$ 190.00
Survey Crew (3 Person)	\$ 226.00
Project Coordinator	\$ 85.00
Clerical	\$ 65.00
Expert Witness (includes depositions)	\$ 350.00
Local Site Observation (per visit)	\$ 500.00

**II. COMPUTER/EQUIPMENT RATES**

<u>Classification</u>	<u>Rate</u>
CADD Station (per hour)	\$ 29.00
Ink Jet Color Plotter (per hour)	\$ 36.00
Ink Jet Plotter (per hour)	\$ 34.00
Survey Truck (per mile)	\$ 1.75
Auto (per mile)	\$ 0.52

**III. MATERIAL**

<u>Item</u>	<u>Rate</u>
Stakes (each)	\$ 1.25
Lathe (each)	\$ 1.25
Steel Pins (each)	\$ 2.75
Railroad Spikes (each)	\$ 1.75
Photocopies (each)	\$ 0.18
Color Copies [8½x11] (each)	\$ 1.25
Color Copies [11x17] (each)	\$ 1.75
Color Prints [24"x36"] (each)	\$ 35.00
Color Prints [30"x42"] (each)	\$ 50.00
Bluelines (each)	\$ 3.00
Fax (each)	\$ 0.75
Contract Printing and Copies	Actual Cost + 10%
Monuments	Actual Cost + 10%

Other costs including out-of-pocket expenses, travel lodging, etc., shall be at actual cost plus 10%. Consultants and other special contract labor shall be at actual cost plus 10%. Authorized overtime shall be invoiced at the forgoing rates plus 25%.

## Rose, Laura

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**From:** Rose, Laura  
**Sent:** Monday, February 02, 2015 1:18 PM  
**To:** Ertell, Doreen; Renshaw, Jeri  
**Subject:** updated insurance specs - 2/24 BCC  
**Attachments:** PDG Proposal -WCME (2)\_PDG Stationary.docx; Lumos Consultant Ins Specs.docx

Hi Doreen and Jeri!

We will be sending for broadcast the attached Agreement for Professional Consulting Services, changing the current vendor, Lumos & Associates, to Poggemeyer Design Group. Attached is the new scope of work from Poggemeyer and the former Insurance Specs for Lumos. I don't imagine any changes except for the name. I will send the staff report, etc., for approval on Wednesday, but thought I would get a jump start on the insurance exhibit.

Thanks!

**Laura Rose**

Administrative Assistant | Community Services Department

[lrose@washoecounty.us](mailto:lrose@washoecounty.us) | (775) 328-3614 | 1001 E. Ninth St., Bldg. A, Reno, NV 89512

Connect with us: [www.washoecounty.us](http://www.washoecounty.us)



**Exhibit B****INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR  
CONSULTANT PROFESSIONAL SERVICE AGREEMENTS  
MEDICAL EXAMINER PROJECT MANAGEMENT  
POGGEMEYER DESIGN GROUP, INC.****INDEMNIFICATION****CONSULTANT Liability**

As respects acts, errors or omissions in the performance of CONSULTANT services, CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of its CONSULTANT services under the terms of this agreement.

CONSULTANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of CONSULTANT or its Sub-consultant in the performance of their CONSULTANT services under the Agreement.

**General Liability**

As respects all acts or omissions which do not arise directly out of the performance of CONSULTANT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT 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 CONSULTANT (or Sub-consultant, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence 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 CONSULTANT purchase Industrial Insurance (Workers' Compensation), General and Auto 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 here under by CONSULTANT, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by CONSULTANT.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by COUNTY. CONSULTANT 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 CONSULTANT or Sub-consultant 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 616B627.

Should CONSULTANT be self-funded for Industrial insurance, CONSULTANT 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**

CONSULTANT shall maintain coverage and limits no less than:

1. General Liability: \$1,000,000 per claim 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 claim for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase CONSULTANT'S insurance levels to meet minimum contract limits shall be borne by the CONSULTANT at no cost to the COUNTY.

CONSULTANT will maintain CONSULTANT 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 CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S negligent acts, errors and omissions committed during the term of the CONSULTANT Liability Policy.

Should COUNTY and CONSULTANT agree that higher CONSULTANT 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 CONSULTANT'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 CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONSULTANT'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 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 COUNTY, its officers, agents, employees or volunteers.
- d. 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. 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 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 CONSULTANT and insurance carrier. COUNTY reserves the right to require that the CONSULTANT'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**

CONSULTANT 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-CONSULTANTS**

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

**MISCELLANEOUS CONDITIONS**

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.
3. In addition to any other remedies COUNTY may have if CONSULTANT 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 CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.