



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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STAFF REPORT BOARD MEETING DATE: July 12, 2016

CM/ACM CS
Finance DN
DA SH
Risk Mgmt DT
HR N/A
Comptroller CH

DATE: June 17, 2016

TO: Board of County Commissioners

FROM: Dennis Troy, Park Planner, Planning and Development,
Community Services Department, 328-2059, dtroy@washoecounty.us

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

SUBJECT: Approve a Reimbursement Agreement between Washoe County and Ryder Homes of Northern Nevada for reimbursement to Ryder Homes [\$53,820.00] for construction of an effluent pipeline extension; and direct the Comptroller's Office to make the appropriate budget adjustments. (Commission District 2.)

SUMMARY

The purpose of this Agreement is to set forth the terms and conditions governing an Agreement between Washoe County (County) and Ryder Homes of Northern Nevada, Inc. (Ryder) collectively referred to as the Parties, for reimbursement to Ryder for construction costs associated with extension of an effluent pipeline (Project), located in the South Truckee Meadows. The total cost of the effluent pipeline extension is \$53,820.00 and the Agreement identifies the County's responsibility to reimburse Ryder in the amount of \$53,820.00. Ryder is solely responsible for the design, construction and inspection of the effluent pipeline extension and will assume all responsibility for the Project.

The County has identified future regional benefits and cost savings benefits of an effluent pipeline connection between Wedge Parkway and the future location of South Valleys Regional Park expansion.

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

PREVIOUS ACTION

There has been no previous action.

BACKGROUND

South Valleys Regional Park is located in an urban portion of South Reno on Wedge Parkway, just west of Interstate 580. In 2009, Dr. Dorostkar generously donated an additional 22.8-acre parcel adjacent to the park on the north end of the property. In January of 2016, the Board of County Commissioners adopted the South Valleys Regional Park master plan to include this property as part of the plan. Through the master plan update process, this area was identified as the future location for multi-purpose flat fields, splash park and an indoor recreation facility.

AGENDA ITEM # 5.D.4

The County owns and operates an existing 12 inch reclaimed water main within Wedge Parkway, a 10 inch reclaimed water main within Whites Creek Lane, and a 6 inch reclaimed water main within Whites Creek Lane. The existing 6 inch main within Whites Creek Lane is currently used to irrigate the recreation facilities within the park, including associated landscape areas. The 6 inch main serving the park is at capacity and cannot be expanded upon to serve the future expansion site.

Ryder Homes is currently constructing an apartment project known as "Village South". As part of this project they will be constructing a roadway which will provide access to their project but also serve as a future access road to the future park site. Several utility lines will be located within this roadway alignment.

With this information, it was collectively determined that a new effluent pipeline would need to be installed to serve the future park expansion site. The County recognizes a significant cost savings by constructing this effluent pipeline extension in conjunction with the roadway Ryder is constructing.

The recommended effluent pipeline extension project consists of approximately 760 linear feet of 8-inch pipe and associated infrastructure. It will be constructed from Wedge Parkway to the eastern terminus of the proposed access roadway. Installing this pipeline takes advantage of the existing roadway project and reduces future mobilization/demobilization costs, permitting, traffic control and earthwork during construction.

The project is scheduled to be constructed as part of the access road project by Ryder and completed in the fall of 2016.

FISCAL IMPACT

Reimbursement for the installation of the effluent line is funded by Residential Park Tax, Subdistrict 1C. In consultation with the Comptroller's Office, this expense will not be capitalized and will therefore be expensed to Fund 4403-CC900130-710100. This is an unanticipated FY17 expense, with the following FY17 budget adjustments:

Decrease Fund 4428-C906001-781001	Construction Contracts	\$53,820
Increase Fund 4403- C900130-710100	Professional Services-1C	\$53,820

No significant impacts (increases or decreases) to operating expenses are anticipated.

RECOMMENDATION

It is recommended the Board of County Commissioners approve a Reimbursement Agreement between Washoe County and Ryder Homes of Northern Nevada for reimbursement to Ryder Homes [\$53,820.00] for construction of an effluent pipeline extension; and direct the Comptroller's Office to make the appropriate budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendations, a possible motion would be: "Move to approve a Reimbursement Agreement between Washoe County and Ryder Homes of Northern Nevada for reimbursement to Ryder Homes [\$53,820.00] for construction of an effluent pipeline extension; and direct the Comptroller's Office to make the appropriate budget adjustments."



REIMBURSEMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20___, by and between Washoe County, a political subdivision of the State of Nevada, by and through its Community Services Department (hereinafter called County) and Ryder Homes of Northern Nevada, Inc., a Nevada corporation (hereinafter called Ryder Homes).

WITNESSETH:

WHEREAS, Ryder Homes is the general contractor for, and an affiliated entity of the developer of, that certain multi-family project located off Arrowcreek Parkway commonly known as "Village South"; and

WHEREAS, in connection with its development of the Village South project, Ryder Homes intends to construct certain infrastructure improvements for the benefit of the Village South project, including, without limitation, a public access road and various utility lines; and

WHEREAS, County wishes to construct approximately 774 linear feet of effluent waterline to serve the future park improvements at South Valleys Regional Park; and

WHEREAS, County wishes that the aforementioned effluent water line be constructed underneath the public access road being developed by Ryder Homes for Village South, and that said new effluent water line stub out at the end of such public access road, as such a configuration will benefit the County and citizens of Washoe County by providing the effluent water line improvements in the most cost effective manner with less disruption to the public; and

WHEREAS, Ryder Homes is willing to coordinate the installation of the public access road and utility lines being constructed for its private purposes at Village South in a manner beneficial to the County, provided the County is willing to reimburse Ryder Homes for the reasonable costs of the portion of such construction related to the effluent water line construction, including the costs of permitting, design, construction, materials, labor, inspection, testing, administration and project management.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

RYDER HOMES AGREES:

1. To construct 774 linear feet of effluent waterline underneath the public access road being constructed for the “Village South” project and connection to an existing waterline located within Wedge Parkway, and construction of associated appurtenances identified on the approved plans (herein, collectively, the “Work”). Plans and specifications for the Work shall be subject to the ordinary review and approval processes used by County in the construction of similar improvements.
2. Upon initiation of the Work, to deliver to the County a request for inspection, and thereafter work with the County in good faith to address any corrective items raised by the County and repeat said inspection/correction process so as to achieve issuance of the Notice of Acceptance upon completion of the Work.
3. Promptly following the Notice of Acceptance Date, submit to the County certified invoices for the actual costs associated with the Work including, but not limited to: permitting, design, construction, materials, labor, inspection, testing, administration and project management. The estimated costs of the Work is \$53,820 (as identified in Exhibit A) , attached hereto and incorporated by reference. This amount shall not be exceeded unless actual quantities and/or costs exceed this estimated amount and as agreed to between Ryder Homes and County.

COUNTY AGREES:

1. Upon receipt from Ryder Homes of a notice that the Work is complete and request for final inspection, to work with Ryder Homes to schedule convenient final inspection time, to promptly identify those portions of the Work requiring corrective action from Ryder Homes (if any) and the steps needed to correct such items, to thereafter diligently repeat such process and inspection and correction to the County’s reasonable satisfaction as to the standard of the Work, and thereafter, upon such reasonable satisfaction, to issue the Notice of Acceptance.

2. That, following the Notice of Acceptance Date and receipt from Ryder Homes of its invoice for the Work as provided above, to reimburse Ryder Homes for the amount in said invoice (subject to the limitation set forth in Section 3 in the "Ryder Homes Agrees" portion of this Agreement). Approval shall not be unreasonably withheld. Reimbursement shall be made within 60 calendar days of receipt of an approved invoice from Ryder Homes, and shall be made in immediately available funds delivered to Ryder Homes at its address set forth below.
3. Ryder Homes and its agents shall have such temporary access rights over the Wedge Parkway right-of-way as may be necessary or useful for the satisfaction of Ryder Home's obligations under this Agreement.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party to this agreement and their agents in carrying out their respective responsibilities.
2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.
3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

WCCSD: Dave Solaro
 Director
 Washoe County Community Services Department
 1001 E. 9th Street
 P.O. BOX 11130
 Reno, Nevada 89520 (775)328-3624

Ryder Homes: Ryder Homes of Northern Nevada, Inc.
 Attn: Bobbie Merrigan
 985 Damonte Ranch Parkway
 Reno, NV 89521
 Telephone: (775) 823-3788 x4006
 Facsimile: (775) 823-3799
 Email: bobbie@ryderhomes.com

4. That each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employers arising out of the performance of this Agreement, for a period of one (1) year following the date of this Agreement.
5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
7. That this agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.
8. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this agreement to any entity or person not a party to this Agreement.
9. That in the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.
10. Prior to the Notice of Acceptance Date, Ryder Homes shall maintain any completed portion of the Work, and the improvements related thereto, in good order and repair, subject to ordinary wear and tear. Following the Notice of Acceptance Date, Ryder Homes shall have no further obligation for the maintenance, repair, replacement, or modification of any portion of the Work.

11. Upon issuance of the Notice of Acceptance, all materials and infrastructure installed and/or constructed by Ryder Homes pursuant to the Work shall be deemed dedicated to and accepted by the County, all at no additional cost to the County.

12. Ryder Homes and the County acknowledge and agree that the Work constitutes a water line extension being constructed by Ryder Homes for the benefit of the "Village South" development, as well as for the citizens of Washoe County, and that the initial costs of the Work shall be borne solely by Ryder Homes. Accordingly, this Agreement and the Work are exempt from the requirements of Chapters 332, 338, and 339 of the NRS, as provided in NRS 338.0115

13. That, as used herein, the following terms shall have the following meanings: (i) "County's Representative" shall mean the acting Director of the Washoe County Community Services Department; (ii) "Notice of Acceptance" shall mean a written notice from the County's Representative to Ryder Homes stating that the Work has been satisfactorily completed; and (iii) "Notice of Acceptance Date" means the date the County's Representative issues the Notice of Acceptance.

14. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

THE COUNTY OF WASHOE
a political subdivision of the State of Nevada

Chair, BOARD OF COUNTY COMMISSIONERS

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2016, by _____ as Chair of the Board of Washoe County Commissioners.

Notary Public
My Commission Expires: _____

Ryder Homes of Northern Nevada, Inc.,
a Nevada corporation

Jay Ryder, President

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2016, by Jay Ryder as President of Ryder Homes of Northern Nevada, Inc., a Nevada corporation.

Notary Public
My Commission Expires: _____

Exhibit A

Village South - Washoe County Access Road

<u>Vendor</u>		<u>Proposal Date</u>	<u>Proposal Amount</u>
Peavine Construction	Installation	3/1/2016	\$47,730
Meridian Surveying & Staking	Staking/Survey	5/27/2016	\$300
Construction Materials Engineers	Testing & Inspection	4/7/2016	\$1,990
Wood Rodgers	Engineering	5/26/2016	\$3,800
		Total	\$53,820

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WITNESSETH:

WHEREAS, Ryder Homes is the general contractor for, and an affiliated entity of the developer of, that certain multi-family project located off Arrowcreek Parkway commonly known as "Village South"; and

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WHEREAS, County wishes that the aforementioned effluent water line be constructed underneath the public access road being developed by Ryder Homes for Village South, and that said new effluent water line stub out at the end of such public access road, as such a configuration will benefit the County and citizens of Washoe County by providing the effluent water line improvements in the most cost effective manner with less disruption to the public; and

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2. Upon initiation of the Work, to deliver to the County a request for inspection, and thereafter work with the County in good faith to address any corrective items raised by the County and repeat said inspection/correction process so as to achieve issuance of the Notice of Acceptance upon completion of the Work.

3. Promptly following the Notice of Acceptance Date, submit to the County certified invoices for the actual costs associated with the Work including, but not limited to: permitting, design, construction, materials, labor, inspection, testing, administration and project management. The estimated costs of the Work is \$53,820 (as identified in Exhibit A) , attached hereto and incorporated by reference. This amount shall not be exceeded unless actual quantities and/or costs exceed this estimated amount and as agreed to between Ryder Homes and County.

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Ryder Homes: Ryder Homes of Northern Nevada, Inc.
 Attn: Bobbie Merrigan
 985 Damonte Ranch Parkway
 Reno, NV 89521
 Telephone: (775) 823-3788 x4006
 Facsimile: (775) 823-3799
 Email: bobbie@ryderhomes.com

4. That each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employers arising out of the performance of this Agreement, for a period of one (1) year following the date of this Agreement.
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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.


THE COUNTY OF WASHOE
a political subdivision of the State of Nevada

Chair, BOARD OF COUNTY COMMISSIONERS

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2016, by _____ as Chair of the Board of Washoe County Commissioners.

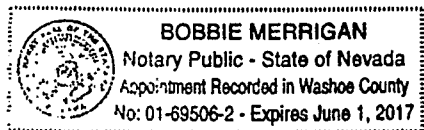
Notary Public
My Commission Expires: _____

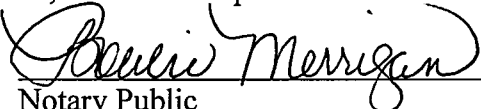
Ryder Homes of Northern Nevada, Inc.,
a Nevada corporation


Jay Ryder, President

STATE OF Nevada)
)
COUNTY OF Washoe)

This instrument was acknowledged before me on July 1, 2016, by Jay Ryder as President of Ryder Homes of Northern Nevada, Inc., a Nevada corporation.





Notary Public
My Commission Expires: 6-1-2017

EXHIBIT A

Village South - Washoe County Access Road

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Meridian Surveying & Staking	Staking/Survey	5/27/2016	\$300
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		Total	\$53,820