

# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: November 15, 2016

**DATE:** October 21, 2016  
**TO:** Board of County Commissioners  
**FROM:** Dennis Troy, Park Planner, Planning and Development Division  
Community Services Department, 328-2059, [dtroy@washoecounty.us](mailto:dtroy@washoecounty.us)  
**THROUGH:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects  
Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)  
**SUBJECT:** Approve Amendment No. 1 to the Agreement for Professional Services between Washoe County and Lumos and Associates to provide design, engineering and bidding assistance for the North Valleys Regional Park Phase V expansion project [\$65,787]. (Commission District 5.)

### SUMMARY

On December 17, 2013, Lumos and Associates was contracted to provide professional services for the design, engineering and permitting of athletic fields, parking, landscaping, utilities, and reclaimed water analysis of the North Valleys Regional Park Phase V expansion. The fee for those services was \$150,000.

After initial design and preliminary engineers estimates were provided, it was determined that the project could not be completed with the parks budget that was in place for this district. On March 22, 2016, the Board of County Commissioners (Board) approved an Intergovernmental Agreement with the City of Reno to allocate funding to build out the North Valleys Regional Park Phase V expansion. The City of Reno share is \$1 million funded by Residential Construction Tax and Washoe County's share is \$1.2 million funded by Sierra Sage Golf Course Water Rights Proceeds.

The new funding agreement with the City of Reno yielded design changes that were not included within the original design contract; specifically a new multi-purpose field to the north of the planned athletic/baseball fields and additional ADA and emergency access routes. This change, along with additional survey requested by County staff, increased the budget an additional \$65,787. This request represents a 44% increase in the contract amount. The proposed total contract sum is \$215,787.

This project is consistent with the Board and citizen identified priorities, and is consistent with the approved North Valleys Regional Park Master Plan. Design costs for the entire project will not exceed \$215,787 (approximate \$2.2 million project), and is funded from water rights proceeds from Sierra Sage Golf Course and a match from City of Reno Park Tax.

AGENDA ITEM # 10.C.2

Per policy, this Amendment for a non-construction contract approved by the Board exceeds 10% or \$10,000, and therefore, this request requires Board approval. The reason for the policy is to ensure that, (1) change orders to Board-approved non-construction contracts are not increased beyond 10% or \$10,000, whichever is greater, without prior approval by the Board, and (2) that departments are held accountable for verifying both the need for and the reasonableness of the costs for any such change orders going before the Board for approval.

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

### **PREVIOUS BOARD ACTION**

March 22, 2016 – The Board approved an Interlocal Agreement Regarding North Valleys Regional Park Phase V Project Funding between the City of Reno and Washoe County (Total Agreement Amount: \$2.2 million- City of Reno share is \$1 million funded by Residential Construction Tax and Washoe County share is \$1.2 million funded by Sierra Sage Golf Course Water Rights Proceeds.)

December 17, 2013 – The Board awarded an Agreement for Professional Services to Lumos and Associates (not to exceed \$150,000) for design, engineering and bidding assistance of Phase V at North Valleys Regional Park.

April 23, 2013 – The Board acknowledged receipt of the status report on the Sierra Sage Golf Course water rights sale including a summary of revenue and expenditures, a complete budget for the Phase IV project and an updated North Valleys Regional Park Master Plan project priority list; and authorized the Community Services Department to initiate planning and design of designated priority project(s) not to exceed \$150,000 for planning and design of priority project.

January 10, 2012 – The Board authorized Washoe County Public Works, in coordination with Regional Parks and Open Space, to proceed with a Request for Qualifications (RFQ) for selection of a qualified consultant to design a water play/splash park component at North Valleys Regional Park not to exceed \$250,000 funded by Sierra Sage Golf Course water rights proceeds.

October 25, 2011 – The Board approved the priorities for the design and construction of individual elements of the plan as presented with the water play park as the number one priority, and approved the use of \$1,000,000 from the Sierra Sage Water Rights Proceeds for the ongoing maintenance of new facilities constructed in the North Valleys Regional Park.

July 12, 2011 – The Board approved the 2011 North Valleys Regional Park Master Plan update prepared by Wood Rodgers.

January 25, 2011 – The Board approved the prior redemption of all of the Washoe County, Nevada General Obligation Golf Course Series 1997 Bonds additionally secured by pledged revenues of the Golf Course Enterprise Fund; approved the advanced payment of the note payable to the City of Reno for the Sierra Sage Golf Course Effluent project and the North Valleys Sports Complex Effluent project; approved and authorized the Chairman to execute Amendment No. 1 to “Sports Complex and Golf Course Effluent Reuse Agreement” between Washoe County and City of Reno authorizing the use of the Sierra Sage groundwater rights sale proceeds in Fund 4440 to pay the General Obligation Golf Course Series 1997 Bonds and the

2001 note payable to the City; and directed the Finance Department to make the appropriate adjustments within the Parks Capital, Golf Course Enterprise and Debt Service Funds.

October 16, 2001 – The Board approved the revised Master Plan for North Valleys Regional Sports Complex.

June 14, 1994 – The Board of County Commissioners approved the Master Plan for the North Valleys Regional Sports Complex.

### **BACKGROUND**

The Board directed staff to implement the North Valleys Regional Park Master Plan with project priority recommendations made by the North Valleys Citizen Advisory Board (NVCAB) and the Washoe County Open Space and Regional Parks Commission. Project priorities identified:

1. Water play facility (zero depth) [constructed 2013]
2. Babe Ruth baseball fields (2) with restroom/concession building
3. Youth softball field (1)
4. Flat athletic fields (soccer/football)
5. Dog park complex
6. Hiking/biking trails (non-motorized) [planned design/construction Spring 2017 from trails grant]

The Board also voted to set aside a portion of the funding from the sale of the water rights for on-going maintenance of the new additions to the park. The amount indicated was \$1,000,000.

Staff anticipates that a final design of Phase V will be completed by December of 2016, with competitive bidding for construction in early spring 2017 after award by the Board.

### **FISCAL IMPACT**

Project costs are being posted to PK906040 (North Valley Recreation Phase V). This project number was established using Parks Capital Fund 4440, which has sufficient fund balance to cover the cost of design of the project. Cash in this fund is derived from the sale of 280 acre feet of Sierra Sage ground water rights. In addition on March 22, 2016 the Board approved an interlocal agreement with City of Reno who will provide \$1 million of Residential Construction Tax collected in their jurisdiction toward this project:

Fiscal Year 2016-17 budget appropriations are available in PK906040, no budget adjustments are necessary.

### **RECOMMENDATION**

It is recommended the Board of County Commissioners approve Amendment No. 1 to the Agreement for Professional Services between Washoe County and Lumos and Associates to provide design, engineering and bidding assistance for the North Valleys Regional Park Phase V expansion project [\$65,787].

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve Amendment No. 1 to the Agreement for Professional Services between Washoe County and Lumos and Associates to provide design, engineering and bidding assistance for the North Valleys Regional Park Phase V expansion project [\$65,787]."

**AMENDMENT NO. 1 TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES is entered into \_\_\_\_\_, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and Lumos and Associates (“Consultant”).

WITNESSETH:

WHEREAS, the County and Lumos and Associates desire to amend their Agreement for Professional Services, entered into on December 17, 2013 (“Agreement”); and

WHEREAS, Lumos and Associates have provided the County with architectural design services for the North Valleys Regional Park Phase V Project in accordance with the existing Agreement and in accordance with accepted industry standards and practices; and

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and Lumos and Associates 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. SERVICES TO BE PERFORMED BY CONSULTANT**

In addition to the services described in the Agreement, the parties agree that Consultant shall also perform Surveying, Landscape Architecture, Civil Engineering and Electrical Engineering services as more fully set forth in Consultant’s proposed North Valleys Regional Park Phase V - Addendum #1, and amended fee schedule – Revised Exhibit B, attached hereto

and incorporated by reference. The term of this Amendment shall be for the period commencing from November 15, 2016.

**III. COMPENSATION FOR SERVICES**

In addition to the compensation set forth in the Agreement, the parties agree that Consultant shall be further compensated in the sum of \$65,787 for the additional services described above. Payment will be in accordance with Article 3 of the Agreement for Professional Consulting Services.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WASHOE COUNTY:

CONTRACTOR:

By: \_\_\_\_\_  
Chair,  
Washoe County Commission

By: \_\_\_\_\_  
Thomas Young, P.E., Group Manager  
Lumos and Associates

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_



**September 6, 2016**

Mr. Brett Steinhardt  
Project Coordinator  
Washoe County Engineering and Capital Projects  
1001 E. 9<sup>th</sup> St.  
Reno, NV 89520

**Re: North Valleys Regional Park Phase V – Addendum #1**

Dear Brett,

With the addition of the multi-purpose play field and the two year project delaying the original scope of work and subsequent design fees, we propose to modify and revise our fees as outlined below, per Article 15 of the original agreement. As discussed, the City of Reno will be reviewing the final permit set for compliance with grading, drainage and building construction. Our understanding is the Washoe County Parks Department will be responsible for the Special Use Permit modifications and any other entitlement process.

***Modified Scope of Work***

Much of the original Lumos scope of work outlined in contract under Exhibit "B" is still valid, except as modified below. All of the current sheets will require modifications, some sheets may need to be added and a few sheets will be deleted, since they are no longer applicable to the project.

The County priorities for construction are:

- 1) Lower multi-purpose field, Babe Ruth field and parking lot,
- 2) Little League field as an alternate. The Babe Ruth field will be designed for both a multi-purpose baseball and adult softball field, including portable pitcher's mounds.

Lumos will design a multi-purpose field on the north side of the phase V area adjacent to Silver Lake Road, per the May, 2014 colored graphic display. The field will include a small accessible only parking lot at a new location near the northeast corner of the lower multi-purpose field.

Lumos will bring the multi-purpose field design up to the 90% level with the remainder of the plans, beginning with addressing the pertinent design comments from the 2013 Washoe County review. A cost estimate for the field and associated improvements will be incorporated into the 90% estimate for the baseball fields and parking lot for review and identification of alternates. We will check the plans and details to ensure they are in compliance with both Parks and Engineering current standards. After the 90% submittal to the County we will make all the required revisions and prepare final plan sets to be submitted for bidding purposes.

***Revised scope for each discipline:***

**Surveying (Lumos)** – The County has indicated that the dirt mounds on the existing upper pad were cleaned and spread out. Additional surveying will be necessary to supplement the existing base map in order to balance the earthwork for all three fields. We propose to provide an accurate existing ground elevations for grading and bidding purposes. We will update to existing survey to include these additional materials deposited on the northeast corner of the project site, and the material now spread out on the project site.

**Landscape Architecture (Lumos)** – Landscape and irrigation design will be required for the multi-purpose field, including seeding and perimeter trees. For the baseball field design we will remove all shrub plantings between fields, but maintain shrubs in the parking lots per City of Reno Standards. The landscape areas between the upper fields will be revised to decomposed granite, with the concrete flatwork to remain. The infield area at the Babe Ruth field will be skinned, without lawn area so that the field can accommodate adult softball games.

**Civil Engineering (Lumos)** – Civil design will be required for the new multi-purpose field on the North side of the Phase V area. Elements of the design include grading of the lower pad to balance the earthwork for the entire site. Hydrology and Drainage routes for the upper fields and lower multi-purpose field will be modified and brought up to construction document design level. Site plan revisions and corresponding grading/utility revisions will be made per County comments. Stairs will be added for pedestrian access from the baseball fields to the multi-purpose field. Fire access to be realigned per Reno Fire Department input, and surfaced with an all-weather material acceptable to that agency. ADA access will be provided to the upper fields and also the multi-purpose field along the pathways surfaced with decomposed granite. An alternate grading plan will be provided for the little league field including a low retaining wall. The southeast parking lot slopes will be adjusted to eliminate the stem wall to the east.

**Electrical Engineering (PK Electrical)** – Electrical plans will be brought to the construction document design level, including the pump designs, conduit for the Babe Ruth/Little League and lower multi-purpose field. A plan alternate will separate Little League field from the remainder of the plans. Power will be extended to the lower field, but it is not anticipated that the field will ever be lit. Parking lot lights will be revised, along with all the electrical equipment so that the products are the most current available. Plans will show adequate electrical conduit routing for a future concessions stand.

**Fee Schedule** - The design fees below are in addition to our current contract with Washoe County, as outlined in "Exhibit B". Fees include the sub-consultants fees required to complete the design. We will work in accordance with the attached schedule as discussed previously.

**Revised Exhibit B**

<b>Task</b>	<b>Current Fee</b>	<b>Increased Fee</b>	<b>Revised Fee</b>
A – Topographic Survey and Base Mapping	\$11,400	\$3,500	\$14,900
B – Geotechnical Investigation	\$6,300 (Task Completed)		
C – Special Use Permit	\$9,200 (Task Completed)		
D- 30% Design Documents and Reclaimed Water Analysis	\$44,400	\$15,552	\$59,952
E – 50% Design Documents	\$38,600	\$13,520	\$52,120
F – 90% Design Documents	\$24,300	\$27,681	\$51,981
G – Construction Documents	\$12,400	\$4,343	\$16,743
H – Bidding Assistance	\$3,400	\$1,191	\$4,591

**Total Current Fee - \$150,000**

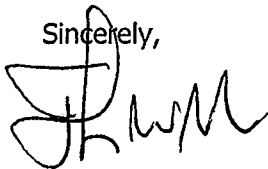
**Total Increase - \$65,787**

**New Contract Amount - \$215,787**

Please see the attached project schedule.

Thank you for the opportunity to provide you with this proposal, and we look forward to working with you to complete this project. If you have any questions please do not hesitate to contact me at 775-827-6111.

Sincerely,



Thomas Young, P.E.  
Group Manager



**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT between WASHOE COUNTY, a political subdivision of the State of Nevada (hereinafter referred to as "County") and LUMOS AND ASSOCIATES, a private corporation (hereinafter referred to as "Engineer" or "Consultant");

**WITNESSETH:**

WHEREAS, County intends to obtain civil engineering design services for the "NORTH VALLEYS REGIONAL PARK PHASE 5 IMPROVEMENT 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 and not to exceed the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**. 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 all tasks as outlined in Exhibit B have been complete and accepted by the County. 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.

## **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:

Thomas W. Young, P.E.  
Lumos & Associates  
9222 Prototype Drive  
Reno, Nevada 89521-8987

To County:

Jennifer Budge, CPRP, Park Planner  
Washoe County Community Services Department

Mail To:

P.O. Box 11130  
Reno, Nevada 89520

In Person:

1001 E. Ninth Street, Bldg. A  
Reno, Nevada 89512

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.

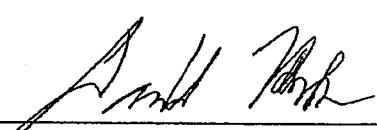
**ARTICLE 19 - DISPUTE RESOLUTION**

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.

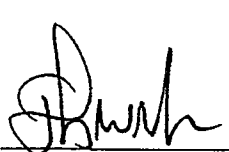
WASHOE COUNTY:

By: \_\_\_\_\_

  
David Humke, Chairman  
Washoe County Commission

Consulting Engineer

By: \_\_\_\_\_

  
Principal

**Exhibit A****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.



**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"  
Washoe County Community Services Department  
North Valleys Regional Park Phase V Project

**PROJECT DESCRIPTION**

Lumos & Associates, Inc. will be providing professional design, engineering and bidding services for the North Valleys Regional Park Phase V Project.

The project consists of providing professional services for a Babe Ruth baseball field, a soft ball field, expanded paved parking lot, restroom and concession facility footprint and utilities, landscaping, fencing, permitting and reclaimed water analysis for the North Valleys Regional Park project located in the community of Stead, Reno, NV.

**SCOPE OF SERVICES**

Lumos will perform the following tasks on a time and materials basis with a Not To Exceed (NTE) amount as specified in the below fee schedule.

**Task 1 – Topographic Survey and Base Mapping**

1. Lumos will set Aerial targets around the perimeter of the project to provide aerial control. Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base map. The vertical datum for the project will be reference to NAVD88. Field shots will be obtained at critical locations such as edge of parking lots, roadways and manholes to be combined with the aerial provided digital terrain model to supplement the base map.
2. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy. A digital terrain model, topographic base map, and color orthophoto will be generated using the combination of ground and aerial collected data. Field work will be performed to locate boundary control monuments along the southern and eastern boundaries of the project. Record boundary information will be added to the project basemap using record information in relationship to the found monuments.

**Task 2 – Geotechnical Investigation**

1. Lumos will complete a field investigation that will consist of up to eight (8) test pits across the site. Exploration depth will range between 5 and 15 feet below ground surface, or practical refusal, whichever comes first. Samples will be collected from each soil stratum encountered. Lumos will provide the excavation services and the USA dig

clearance.

2. Lumos will provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a Geotechnical Investigation report that will discuss the geologic setting, seismic considerations, exploration and site condition, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Investigation will be prepared by a Nevada Registered Civil Engineer and will specifically include the following services:

A. Field Investigation will include:

- USA Dig Clearance
- Location of Test Pits
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if Encountered

B. Laboratory analysis may include:

- Atterberg Limits (ASTM D-4318)
- Moisture Density Curve (ASTM D-1557)
- Grain Size Analysis (including fines content) (ASTM C-136)
- pH, Soluble Sulfate and Resistivity (corrosive potential)
- Direct Shear (ASTM D-3080)
- R-Value (ASTM D2844)
- Expansion Index (ASTM D-4829)

C. Report, Recommendations, and Conclusions:

- Exploration Logs
- Soil Types and Classification
- Laboratory Test Results
- Suitability of Existing Soils for use as Engineered Fill/Backfill
- Seismic Considerations and Site Coefficients
- Geotechnical Discussion
- Bearing Capacity and Settlement for the Building Foundations
- Modulus of Subgrade Reaction (K-Value)
- Shear Strength Parameters of Site Soils
- Coefficient of Friction of Native Soils
- Lateral Earth Pressures (active, passive, and at rest)
- Site preparations and Grading Recommendations including Fill/Backfill Specifications
- Foundation Recommendations
- Portland Cement Concrete Recommendations
- Asphalt Concrete Pavement Recommendations
- Groundwater Level, if encountered

### **Task 3 – Special Use Permit (SUP)**

1. Lumos will subcontract the Special Use Permit to Rubicon Design Group (Rubicon). The scope of work includes:
  - A. Pre-Application Services– Rubicon will discuss the project with Washoe County staff in order to identify any key issues or concerns that will need to be addressed as part of the SUP process. Additionally, as presented during the interview process, Rubicon will work with County staff in an attempt to expedite the review process or coordinate an early intake date for the project.
  - B. Project Team Coordination – As needed, Rubicon will coordinate with Lumos to finalize plans, coordinate submittal materials and provide project updates.
  - C. Special Use Permit – Rubicon will prepare a comprehensive report package including a project description, analysis of applicable findings, required exhibits, legal description, and required application forms.
  - D. Application Processing – Rubicon will represent the project at all required meetings/hearings. The following are anticipated:
    - Agency Review Meeting/Responses to Agency Comments
    - North Valleys Citizens Advisory Board Meeting (if needed)
    - Washoe County Board of Adjustment Hearing

### **Task 4 – 30% Design Documents and Reclaimed Water System Analysis**

1. Lumos will prepare a preliminary site layout, including parking, walks, fields, fencing, backstop, restroom and concession facilities, and will develop a preliminary grading plan based on the topographic survey and base map. The 30% design plans shall include a title sheet, typical layout and dimensions, and schematic grading, utilities, landscape and irrigation.

Additional work to include the development of a preliminary cost estimate for grading, utilities, equipment, landscape and irrigation improvements.

2. Lumos will team with PK Electrical (thru a sub consultant agreement) to evaluate the existing reclaimed water system for capacity, energy efficiency and operational effectiveness. Lumos and PK Electrical will provide recommended improvements to be incorporated into the construction schedule.
3. Additional PK Electrical services include electrical service load calculation to verify available capacity, parking lot lighting, conduit and box layout for future lights and electrical connections for pump(s) housing improvements.

### **Task 5 – 50% Design Documents**

1. Lumos' design services during the 50% Design Documents phase will consist of incorporating Washoe County's staff comments and continued development of the 30%

design documents; including earthwork calculations, preparation of a hydrology study, updating the cost estimate, and development of preliminary grading, utility, landscape, irrigation and erosion control drawings.

Further work will include draft specifications, and details to establish the final scope of work for site access, utility improvements, landscape, irrigation, paving, curbs and gutters, and sidewalks.

#### **Task 6 – 90% Design Documents**

1. Lumos' design services during the 90% Design Documents phase will consist of incorporating Washoe County's staff comments and continued development of the 50% design documents; including updating the cost estimate, specifications, and finalizing the grading, utility, landscape, irrigation and erosion control drawings.
2. Through coordination with Washoe County Operators, Lumos will incorporate the reclaimed water system improvements into the design documents and prepare a operational and maintenance manual.

#### **Task 7 – Construction Documents**

1. Lumos will prepare a set of improvement and landscape plans that identifies the vertical and horizontal design specifications needed for construction of the work identified. The plans will provide a cover sheet that will include a vicinity map, general notes, and contact information; and include landscape plans consisting of plant and irrigation layout, general notes, and details. The improvement and landscape plans will be produced on 24" by 36" size bond paper for distribution and for bidding and construction purposes. Work will also include a final project manual with technical specifications and a bid schedule. Where appropriate, plans and documents will be stamped by a licensed State of Nevada Professional Civil Engineer, licensed State of Nevada Professional Landscape Architect and a licensed State of Nevada Electrical Engineer.

#### **Task 8 – Bidding Assistance**

1. *Plan Sets* - Lumos will make electronic plan sets available for distribution during bidding. Hard copies will be made available upon bidders request for a fee to be determined. The consultant will be required to verify a set of "check prints" prior to final production of plan sets.
2. *Request of Information (RFI)* – Lumos will be available during the bidding process to answer technical questions. All questions and responses will be documented and provided to Washoe County. All questions regarding legal aspects of the contract documents will be referred directly to Washoe County.

#### **Project Schedule**

Lumos will start work upon receipt of executed agreement in accordance with the attached schedule that shows milestones and estimated duration for completion of Engineering and

Design Services.

**Fee Schedule**

Lumos is proposing to conduct the scope of work identified on a time and materials basis, NTE for the following fee schedule:

Task 1 – Topographic Survey & Base Mapping.....	\$11,400
Task 2 – Geotechnical Investigation.....	\$6,300
Task 3 – Special Use Permit (SUP).....	\$9,200
Task 4 – 30% Design Documents & Reclaimed Water System Analysis.....	\$44,400
Task 5 – 50% Design Documents.....	\$38,600
Task 6 – 90% Design Documents.....	\$24,300
Task 7 – Construction Documents.....	\$12,400
Task 8 – Bidding Assistance.....	\$3,400
<hr/>	
<b>Total Fee.....</b>	<b>\$150,000</b>

***Assumptions and Exclusions***

In preparing this scope of work, Lumos had made the following exclusions and/or assumptions:

- The Owner will provide Lumos a current title report (dates within 120 days of submittal date), and signed owner affidavit for Special Use Permit processing.
- Fees for Agency submittal, reviews and permit fees are excluded from the total fee and are the sole responsibility of the Owner.

Thank you for the opportunity to provide you with this proposal, and if you have any questions please do not hesitate to contact me at (775) 827-6111.

Sincerely,



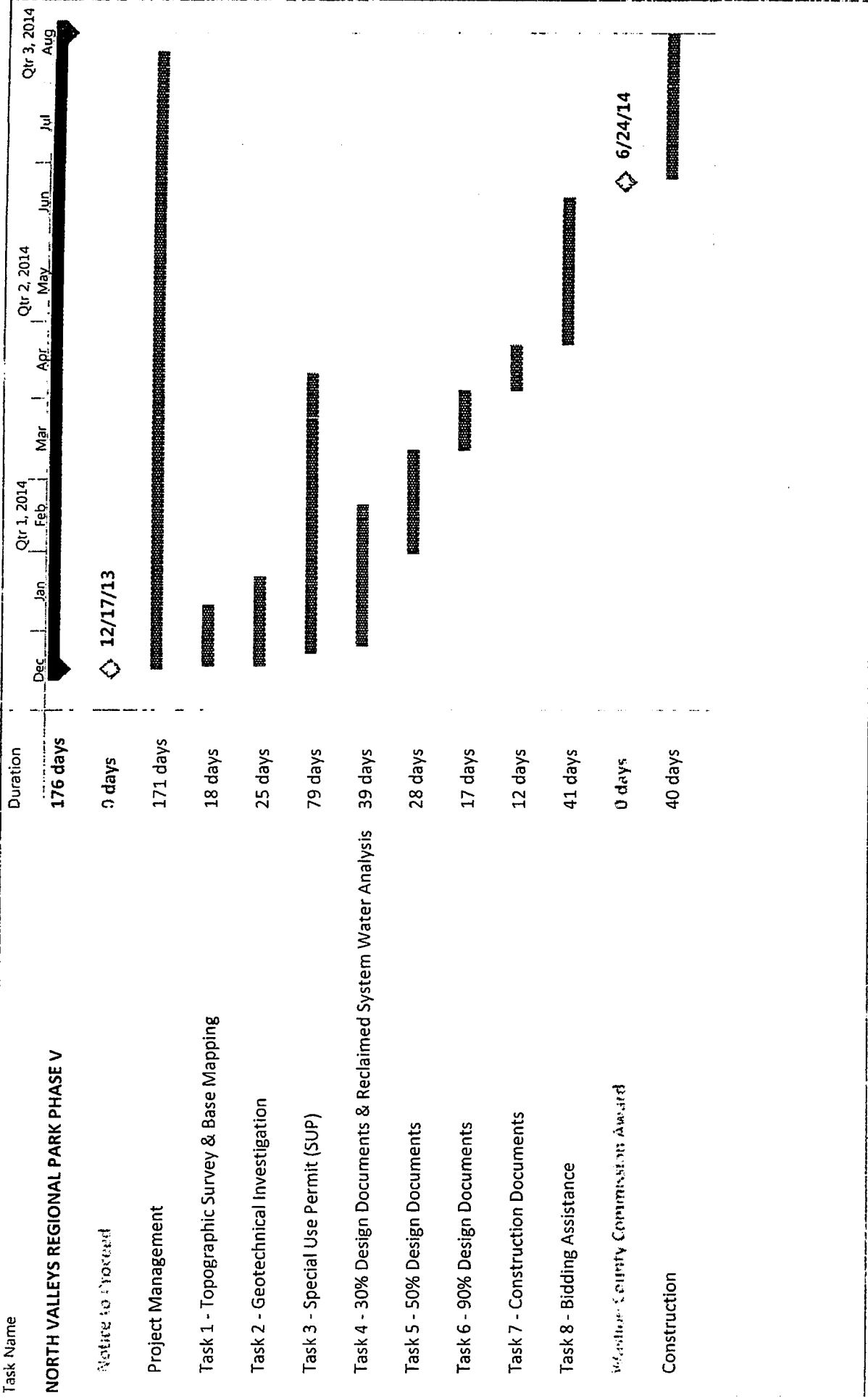
Thomas L. Guinn, P.E.  
Engineering Manager



Thomas Young, P.E.  
Location Principal



# NORTH VALLEY REGIONAL PARK PHASE V PROJECT SCHEDULE



Task Activity Duration

Task Duration

Milestone



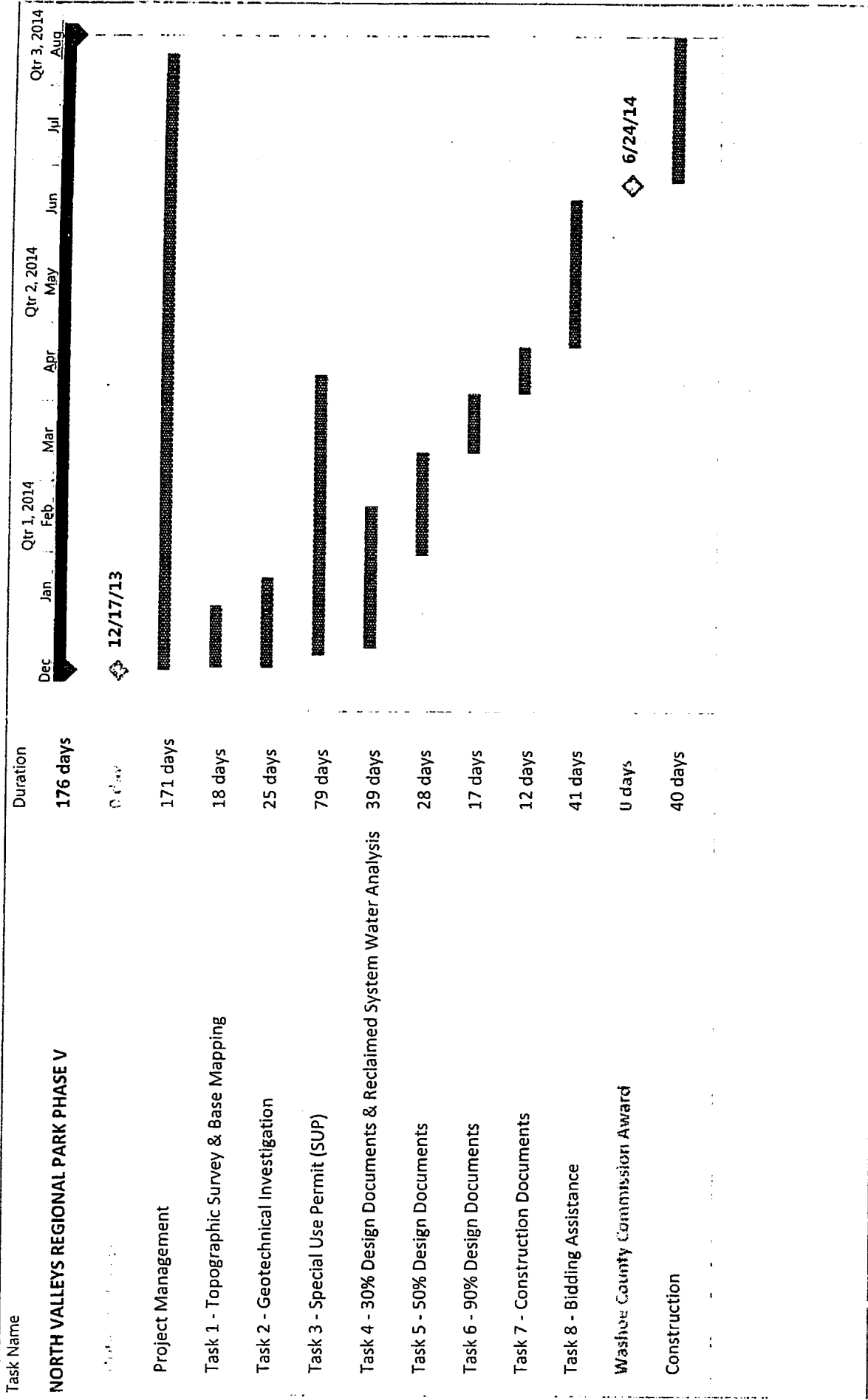
**Standard Fee Schedule**  
**April 1, 2013**


<b>Engineering</b>	<b>Per Hour</b>
President/CEO	\$225.00
Principal	190.00
Group Manager	175.00
Project Manager	165.00
Senior Engineer	140.00
Project Engineer	130.00
Staff Engineer	125.00
Senior Project Designer	120.00
Project Designer	110.00
Engineering Technician II	100.00
Engineering Technician I	90.00
Support Technician	65.00
<b>Planning / Landscape Architecture</b>	<b>Per Hour</b>
Planning Manager	\$140.00
Assistant Planner	75.00
Landscape Architect Manager	130.00
Landscape Architect Designer	110.00
<b>Geotechnical / Testing / Inspection</b>	<b>Per Hour</b>
Senior Hydrogeologist	\$160.00
Hydrogeologist	150.00
Geotechnical Engineer	160.00
Construction Services Engineer	155.00
Construction Services Supervisor	115.00
Senior Inspector	105.00
Field Technician II	95.00
Field Technician I	85.00
<b>Surveying</b>	<b>Per Hour</b>
Surveying Manager	\$160.00
Professional Land Surveyor	130.00
Surveying Technician II	105.00
Surveying Technician I	90.00
Party Chief	130.00
Rodman	60.00
<b>Administrative &amp; Other Services</b>	<b>Per Hour</b>
Administrator	\$ 75.00
Clerical	65.00
Mileage	70¢ per mile

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid by the office on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rate includes standard equipment and truck up to 60 mile radius, after which mileage rates apply.

Invoices are due upon receipt and considered to be past due after 30 days.  
 This fee schedule applies to services provided from April 1, 2013 until further notice.


# NORTH VALLEY REGIONAL PARK PHASE V PROJECT SCHEDULE






**LUMOS**

Task Activity Duration



Task Duration



Milestone

