

Washoe County Regional Parks Districts Master Planning Services

THIS AGREEMENT is made between the County of Washoe (herein referred to as "County"), and Wood Rodgers (herein referred to as "Consultant").

W I T N E S S E T H

1. RECITALS

The County requires that certain professional master planning services for the consolidation of residential park construction districts within Washoe County and analyze future park requirements as identified in the proposal from the Consultant dated May 24, 2012 as shown in Exhibit A. The Consultant represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such services as shall be necessary, required or desired for and on behalf of the County.

2. EXHIBITS

The following exhibits are attached and incorporated hereto:

- A. Proposal and fee
- B. Insurance/Hold Harmless Requirements

In the event of an inconsistency between Exhibits A and B, and this document, the terms of this document shall prevail.

3. SCOPE AND INTENT

The Consultant shall perform, in a professional and proper manner to the satisfaction of the County's Director of Department of Regional Parks & Open Space (herein referred to as "Director") or his designee, professional consulting services as specified in Exhibit A, attached hereto and incorporated herein.

4. TERM OF AGREEMENT

Consultant shall perform all the work required by this Agreement and their proposal, Exhibit A, on a schedule agreeable to the Director, and shall be completed by June of 2013.

In the event the Consultant is delayed in the performance of said services by circumstances demonstrated to be beyond its control, it shall be granted a reasonable adjustment to the completion date.

5. ASSIGNMENT

The Consultant shall not assign or transfer any interest in this Agreement without prior written consent of the Director.

6. NOTICE TO PROCEED

The Consultant shall begin services specified in this Agreement upon approval of this Agreement by the Washoe County Purchasing and Contracts Manager, receipt and approval of required insurance documents by the County, and receipt of Notice to Proceed from County which may be in the form of an executed agreement and a Washoe County Purchase Order.

7. STATUS OF CONSULTANT

The Consultant shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the County. Consultant shall not have the status of agent for the County with respect to the ability to obligate the County in any manner.

8. COMPENSATION, PAYMENT SCHEDULE

- A. The total compensation for the services reflected in Exhibit A shall not exceed \$99,910.00 unless extra services are performed with the prior written approval of the County pursuant to Paragraph 12 below.
- B. On or before the 5th day of each month, Consultant shall submit a request for payment to the Director reflecting work done during the preceding month.
- C. The request shall describe the work done by category shown in Exhibit A, the time spent on the work, the percentage of work done within the category during the past month, and the overall percentage of work within that category completed to date.
- D. The Director shall, within fifteen days of receipt, review the request and accompanying substantiating documents and, if satisfied that the information is complete and accurate, authorize payment based on the quote reflected in Exhibit A. Approved payments will be made within 30 days of initial receipt of the request for payment. The cumulative total of payments for each category shall not exceed the total designated for that category.

9. STANDARD OF CARE

Consultant will perform the services authorized by this Agreement and any subsequent change order as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locality at the same time of performance.

10. APPROVAL OF PLANS, FINAL DOCUMENTS

The Consultant shall confer with the Director concerning the master plan and shall submit five (5) sets of plans to the Director for review *prior* to extensive reproduction of said plans. The Director shall review the plans and advise Consultant of his approval or disapproval.

All segments of the plans that do not meet with regional planning requirements or otherwise are not approved shall be promptly revised at no additional charge to the County, unless the revisions are for the purpose of expanding the scope of work.

11. CONSULTANT ENDORSEMENT

Where applicable, Consultant shall provide an endorsement of all plans, specifications, maps, drawings, reports or other instruments of service. Endorsement shall be evidenced by the Consultant's professional designation, stamp, signature and serial number of the Certificate of Registration issued by the State of Nevada.

12. CHANGES

County may order in writing, changes in scope, character of work, either decreasing or increasing the scope and character of Consultant's services. Fees for such changes shall be determined prior to approval.

Should such changes render portions of work previously done and approved inapplicable, Consultant shall be entitled to compensation for services performed prior to receipt of notice.

Any changes to this Agreement must be mutually agreed upon and shall be evidenced by written document signed by duly authorized representatives of the parties prior to implementation of any change. The County may refuse to accept or pay for any unauthorized changes.

13. INSURANCE, INDEMNIFICATION/HOLD HARMLESS

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 1-6, 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.

14. COMPLIANCE WITH LAWS

Consultant shall at all times comply with all applicable federal and state laws and county or city ordinances and regulations of any other governmental agencies having jurisdiction over matters which are the subject of this Agreement.

15. TERMINATION OF AGREEMENT FOR CAUSE

This Agreement may be terminated by the County should Consultant fail to properly perform all the terms and conditions set forth in this Agreement, or should Consultant be adjudged bankrupt or be the subject of voluntary or involuntary petition for bankruptcy or assign or attempt to assign a substantial portion of its assets for the benefit of creditors, or have its license revoked or suspended, or fail to diligently pursue the project in a timely and professional manner to the reasonable satisfaction of the Director.

Should it reasonably appear that Consultant will not be able to complete the project within the time specified above and such delay is likely to substantially prejudice or damage the County and agreement cannot be reached on adjustment of compensation if an adjustment will adequately compensate the County, the County may declare a breach and secure services from alternate sources to achieve full performance. Consultant shall reimburse the County for any damages or expenses incurred above the amount the County would have paid had the Consultant properly performed.

16. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement should it determine that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. Consultant shall be paid for approved services rendered to the time of notice of intention to terminate.

17. OWNERSHIP OF DOCUMENTS

Upon completion, or termination of this Agreement for any reason, County shall be entitled to full ownership and use of all documents for which payment has been made and may reproduce or use said documents for other projects. To the extent allowed by NRS chapter 41 and without waiving any defenses or limitations therein, County will defend, indemnify and hold harmless Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees, principals, partners, agents, successors and assigns

(collectively, "Indemnitees") from and against all claims, settlements, costs, expenses, liabilities, damages, penalties and interest, including attorney's fees and litigation expenses, (collectively, "Liabilities") asserted against or incurred by Indemnitees as a result of any use of, or reliance on, the documents for other projects.

18. NO LIENS AVAILABLE

The parties acknowledge that the construction documents affect land owned by Washoe County, and that no claim or lien for work, services, or material provided thereon shall be effective for any purpose.

19. LICENSE

Consultant shall maintain a County business license and any other license(s) required by the State of Nevada, or other local governments or agencies.

20. LITIGATION, ATTORNEY'S FEES

In the event either party should bring legal action arising from any provisions of this Agreement, the action shall be brought in the Second Judicial District Court, or Reno Justice Court, depending on the amount in controversy and the prevailing party shall be entitled to costs and a reasonable attorney's fee. If County personnel are involved in investigating or defending or prosecuting the action, they shall be entitled to the same compensation as would be charged by persons in the private sector.

21. NOTICES

Except as otherwise specified, all notices under this Agreement shall be in writing. Notice to Consultant shall be addressed to:

Wood Rodgers, Inc
5440 Reno Corporate Drive
Reno, NV 89511

Notice to County shall be addressed to:

Al Rogers, Director
Washoe County Department of Regional Parks & Open Space
P. O. Box 11130
Reno, NV 89509

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and date first above written.

Wood Rodgers, Steve Strickland

By: [Signature]

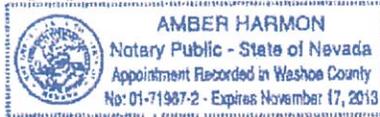
Title: VICE PRESIDENT

Date: 6/25/12

STATE OF NEVADA)
:
COUNTY OF WASHOE)

On the 25th day of June, 2012, personally appeared before me, a Notary Public, Steve Strickland, who acknowledged that he executed the above instrument for the purpose therein contained.

Amber Harmon



WASHOE COUNTY

By: [Signature]
M. L. Sullens, Purchasing and Contracts Manager

Date: June 25, 2012

STATE OF NEVADA)
:
COUNTY OF WASHOE)



On the 25th day of June, 2012, personally appeared before me, a Notary Public, Mike Sullens, who acknowledged that he executed the above instrument for the purpose therein contained.

Regional Parks Districts Master Planning Services Proposal

Exhibit A



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**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
CONSULTANT SERVICE AGREEMENTS**

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 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: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: \$1,000,000 per occurrence 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.

Regional Parks Districts Master Planning
Professional Services Agreement
Insurance and Indemnification Requirements
Exhibit B

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:

Regional Parks Districts Master Planning
Professional Services Agreement
Insurance and Indemnification Requirements
Exhibit B

- 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.