

City of Carson City
Agenda Report

Item # 3-1

Date Submitted: September 26, 2006

Agenda Date Requested: October 19, 2006

Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to accept the recommendation of the Open Space Advisory Committee to authorize the Open Space Manager to enter into a contract with Wood Rodgers, Inc., for Phase III of the Open Space Wetland Rehabilitation Project for a not-to-exceed sum of \$92,620. The wetland is located north of Northridge Drive, south of College Parkway, west of Lompa Lane, and east of the Northridge/Mountain Park Subdivisions.

Staff Summary: The contract will allow for Tasks #2 through #5 to be completed by Wood Rodgers, Inc., to design for the use of effluent and/or charges into the hydrology to improve the existing wetlands, which is owned by Carson City, and the nature area which is to be deeded to Carson City by the Northridge Development. In addition, other tasks call for the design of trails and signage for the public enjoyment of the wetland areas.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept the recommendation of the Open Space Advisory Committee to authorize the Open Space Manager to enter into a contract with Wood Rodgers, Inc., for Phase III of the Open Space Wetland Rehabilitation Project for a not-to-exceed sum of \$92,620. The wetland is located north of Northridge Drive, south of College Parkway, west of Lompa Lane, and east of the Northridge/Mountain Park Subdivisions.

Explanation for Recommended Board Action: Due to the cost of this design project, Board of Supervisors' authorization is required per the Nevada Revised Statues. Due to the specialized expertise necessary, an outside private consultant is required. Leslie Burnside, representing Wood Rodgers, has been with this project since its inception and also facilitated the arrangement with the Army Corps of Engineers which resulted in the \$130,000 funding of this project by Mr. Chuck Raffety as an off-site mitigation Army Corps project. Further, the Open Space Advisory Committee has also requested to individually authorize the tasks at each step of the process.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 625 and 332

Fiscal Impact: Original amount: \$130,000

Expended to date: \$14,368.68

Remaining to pay for this project: \$115,631.32

Explanation of Impact: Mr. Raffety entered into an off-site mitigation project agreement with Carson City by which \$130,000 was placed into an escrow account with Western Title in order to be used to pay for the enhancements to our wetland and nature park area to the south.

Funding Source: Escrow account - Western Title - for a total of \$130,000 and Open Space funds.

Alternatives: Not to authorize the contract with Wood Rodgers, Inc.

Supporting Material:

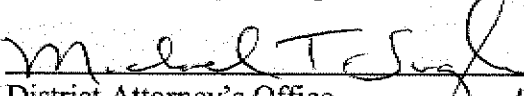
Draft contract (Pages 1-10)

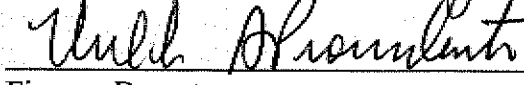
Scope of Work (Pages 11-13)

Prepared By:  **Date:** 10/9/06
Juan F. Guzman, Open Space Manager

Reviewed By:  **Date:** 10/10/06
Roger Moellendorf, Parks & Recreation Director

 **Date:** 10/10/06
Linda Ritter, City Manager

 **Date:** 10/10/06
District Attorney's Office

 **Date:** 10/10/06
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
2: _____

(Vote Recorded By)

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

THIS AGREEMENT, made and entered into this ____ day of October, 2006, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Wood Rogers, Inc., a qualified firm, licensed in the State of Nevada and Carson City, with an office located at 680 Nye Lane, Carson City, Nevada 95816, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the Contracts Division for the City and County of Carson City is authorized to approve and accept the agreement as set forth in and by the following provisions; and

WHEREAS, no contract or agreement concerning the duties, responsibilities, and/or scope of work by the **CONSULTANT** presently exists; and

WHEREAS, the **CITY** desires to employ the services of the **CONSULTANT** for the intended work of hereinafter referred to as "Open Space Wetland Rehabilitation Project".

WHEREAS, the **CONSULTANT** shall be compensated for all services rendered as herein agreed.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

ARTICLE 1

1. SCOPE OF WORK:

1.1 Description of Work:

1.1.1 See attached proposal from Consultant dated September 13, 2006.

1.2 The **CONSULTANT**, as promptly and as economically as practicable, shall perform the services as described in the *Description of Work*.

1.3 This agreement represents the entire understanding between the parties. Any amendments to this agreement shall be agreed upon in writing between the **CITY** and **CONSULTANT**.

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

ARTICLE 2

2 TIME OF COMPLETION:

- 2.1 **CONSULTANT** shall complete the **Scope of Work** on or before April 30, 2007, however, this contract continues as long as funding exists to continue. The contract may be terminated after this date by either party giving five (5) days written notice to terminate the contract.
- 2.2 If, however, the **CONSULTANT** is delayed in the performance or completion of the work under this Agreement by labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the **CONSULTANT** and without his fault or negligence, then the time for the performance or completion of said work may be extended for a reasonable period to allow therefor.

ARTICLE 3

3 COMPENSATION:

- 3.1 **CITY** agrees to pay the **CONSULTANT** upon performance of the work described in **Scope of Work**.
- 3.2 **CITY** shall pay **CONSULTANT** compensation based upon time and materials not to exceed a maximum amount of \$92,620.00 hereinafter referred to as the **CONTRACT SUM**.
- 3.3 The compensation named herein is for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work.
- 3.4 **CITY** agrees to make payments within thirty (30) days after acceptance of the completed work or from the date the correct invoice is received by the **Contact Person**, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to the **CONSULTANT**.
- 3.5 The **CITY** reasonably believes that funds can be obtained sufficiently to make all payments during the term of this agreement. If the **CITY** does not allocate funds to continue the function performed by the **CONSULTANT** obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.
- 3.6 None of the sums due or to become due, nor any of the work to be performed under this Agreement shall be assigned, nor shall the **CONSULTANT** subcontract any substantial portion of this Agreement without the **CITY'S** prior written consent.

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

ARTICLE 4

4 PERMITS AND REGULATIONS:

- 4.1 Before commencing with the performance of any work under this Agreement, the **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary.
- 4.2 Before and during the progress of work under this Agreement, the **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement.
- 4.3 If the **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.
- 4.4 **CONSULTANT** agrees to obtain a Carson City Business License and provide a copy of same to Carson City Public Works - Contracts Division prior to commencing work.

ARTICLE 5

5 CITY'S RESPONSIBILITIES:

- 5.1 The **CITY** shall provide requested information to the **CONSULTANT** in a timely manner.
- 5.2 The **CITY** shall designate three (3) representatives who are authorized to act on the **CITY'S** behalf with respect to the Project. These authorized representatives shall render decisions on documents submitted by the **CONSULTANT** in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the services.

5.2.1 **Contract Administrator:**
Sandy Scott, Contract Administrator
Carson City Public Works - Contracts Division
3505 Butti Way
Carson City, NV 89701
775-887-2355 x1101 / FAX 887-2112

5.2.2 **Project Manager:**
Juan Guzman, Open Space Manager
Carson City Parks and Recreation Department
3303 Butti Way, #9
Carson City, NV 89701
775-887-2262/ FAX 887-2145

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

- 5.3 Detailed Invoices using the City's format shall be mailed to:
Daria Petrenko, Management Assistant
Carson City Parks and Recreation
3303 Butti Way, #9
Carson City, NV 89701
775-887-2262 / FAX 887-2145

ARTICLE 6

6 INSURANCE:

6.1 GENERAL LIABILITY:

- 6.1.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, such general liability and property damage insurance as shall protect him and any subconsultant performing work covered by the Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the **CONSULTANT'S** performance, or by any subconsultant, person, firm or employee directly or indirectly employed by him.
- 6.1.2 The **CONSULTANT** agrees that the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701 shall be listed as an additional insured.

6.2 PROFESSIONAL LIABILITY:

- 6.2.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, errors and omissions insurance.

6.3 INDUSTRIAL INSURANCE:

- 6.3.1 The **CONSULTANT** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Agreement, to furnish and maintain throughout the term of the Agreement at no cost to the **CITY**, worker's compensation insurance as required by the provisions of Chapter 616 of the NRS.

6.4 ADDITIONAL INSURANCE REQUIREMENTS:

- 6.4.1 Upon failure to provide insurance, the **CITY** may, at its sole option, order the **CONSULTANT** to stop work, suspend the Agreement, or terminate the Agreement.
- 6.4.2 The **CONSULTANT** shall furnish to the City of Carson City, 3505 Butti Way, Carson City, Nevada 89701, the certificates of said insurances prior to commencing work.

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

- 6.4.3 Within 24 hours of any suspension, cancellation, reduction, or termination of coverage, the **CONSULTANT** agrees to provide the **CITY** written notice of same.
- 6.4.4 In the event the **CITY** must pay any premium(s) on behalf of the **CONSULTANT**, after the execution of this Agreement, the **CONSULTANT** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **CONSULTANT** by the **CITY**.

ARTICLE 7

7 INDEMNIFICATION:

- 7.1 This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the **CONSULTANT** will be an independent contractor and not Carson City's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act, The Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Nevada State revenue and taxation law. The **CONSULTANT** will remain sole and absolute discretion in the judgment of the manner and means of carrying out the **CONSULTANTS** activities and responsibilities hereunder. The **CONSULTANT** agrees that it is a separate and independent enterprise from the public employer, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **CONSULTANT** and the City, and the City will not be liable for any obligation incurred by the **CONSULTANT**, including but not limited to unpaid minimum wages and/or overtime premiums.
- 7.2 The **CONSULTANT** hereby agrees to indemnify, hold harmless and defend, not excluding the City's right to participate, the City, its officers, agents and employees, from and against all liability, claims, actions, damages, losses and expense, including but not limited to reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the Consultant, its officers, agents and employees.
- 7.3 The **CITY** hereby agrees to indemnify, hold harmless and defend, not excluding the Consultant's right to participate, the Consultant, its officers, agents and employees, from and against all liability, claims, actions, damages, losses and expense, including but not limited to reasonable attorneys' fees and costs arising out of any negligent or willful acts or omissions of the City, its officers, agents and employees.

ARTICLE 8

8 TERMINATION:

- 8.1 Anything in this Agreement to the contrary notwithstanding, if the **CONSULTANT** should fail to make progress as to endanger performance of this Agreement in accordance with its terms, or if he should fail to make prompt payments to subconsultants for material or labor, or if he should violate any laws, ordinances or regulations, or otherwise violate any provision of this Agreement; then the **CITY** may, without prejudice to any other right or remedy,

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

terminate this Agreement in whole or from time to time in part upon written notice and proceed to complete or cause the work to be completed.

- 8.2 The CITY may deduct the cost of completing the said work from payments then or thereafter due to the CONSULTANT, who shall pay the CITY any amount by which such cost of completion shall exceed the unpaid monies due or to become due to the CONSULTANT.
- 8.3 In addition to the provisions of the preceding paragraph, the CITY shall have the right to terminate this Agreement without cause upon five (5) days' written notice to the CONSULTANT. In that event, the CITY shall pay to the CONSULTANT a proportionate amount of the CONTRACT SUM, as amended, based upon the percentage of the completion of the work under this Agreement and any amendment hereto.

ARTICLE 9

9 USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS:

- 9.1 The Drawing, Specifications and other documents prepared by the CONSULTANT for the Project are instruments of the CONSULTANT'S service for use solely with respect to the Project and, unless otherwise provided, the CONSULTANT shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.
- 9.2 The CITY shall be permitted to retain copies, including reproducible copies, of the CONSULTANT'S Drawings, Specifications, and other documents for information and reference in connection with the Project.
- 9.3 The CONSULTANT'S Drawings, Specifications and other documents shall not be used by the CITY or others without expressed permission of the CONSULTANT.

ARTICLE 10

10 MISCELLANEOUS:

- 10.1 This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Nevada.
- 10.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 10.3 The CITY and CONSULTANT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 10.4 This Agreement represents the entire and integrated agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

written or oral. This Agreement may be amended only by written instrument signed by both **CITY** and **CONSULTANT**.

- 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **CITY** or **CONSULTANT**.
- 10.6 **CONSULTANT** shall be required to maintain telephone service such that the **CITY** may contact or leave a message for the **CONSULTANT** or their designee at any time. **CONSULTANT** shall provide advance notice to the **CITY** of any change in telephone number.
- 10.7 Written notice under this Agreement, shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered mail to the **CONSULTANT** at the address shown on page 9, or to the **CITY** at the address shown herein.

10.7.1 Notice to **CITY** shall be addressed to:

Carson City Public Works - Contracts Division
C/O Sandy Scott, Contract Administrator
3505 Butti Way
Carson City, NV 89701
775-887-2355 x1101 / FAX 887-2112

- 10.8 Failure of either party to this Agreement to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of subsequent failures to comply with any such provision.

ARTICLE 11

11 COST ACCOUNTING AND AUDITS:

- 11.1 If required by the **CITY**, the **CONSULTANT** agrees to make available to the **CITY** within two (2) years after the completion of the work under this Agreement, such books, records, receipts, vouchers, or other data as may be deemed necessary by the **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the work performed under this Agreement.

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

12 ACKNOWLEDGMENT AND EXECUTION:

12.1 This AGREEMENT entered into as of the day and year first written above.

CITY'S CONTRACTING AGENT

BY: Sandy Scott
Title: Contract Administrator
Carson City Public Works
Contracts Division
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 x1101

Signature

DATED this ____ day of October, 2006.

CITY CONTACT PERSON

NAME: Juan Guzman
PHONE: 775-887-2262

CITY DEPARTMENT:

Public Works

I hereby concur with the initiation of this Agreement and I certify that the consultant will not be given authorization to begin work until this agreement has been signed by all parties.

BY: Lawrence A. Werner

Title: City Engineer

Address: 3505 Butti Way

Carson City, NV 89706

Telephone: 775-887-2355 x 1011

Signature

DATED this ____ day of October, 2006.

I certify that the funds are available for this project.

FUNDING SOURCE: Escrow Account-Western
Title- Open Space Funds

BUDGET ALLOCATION: \$130,000.00

By: Roger Moellendorf, Parks & Recreation Director

Signature

**PROFESSIONAL SERVICES
AGREEMENT RELATED
TO CONSTRUCTION PROJECTS**

STATE OF NEVADA)
) ss
CARSON CITY)

Leslie M. Burnside, deposes and says: That she is the Consultant, or authorized agent of the Consultant, for whom the aforesaid described work is to be performed by; that she has read the foregoing Agreement and understands the terms, conditions, and requirements thereof.

I further understand that I must not begin work on this project until this agreement has been signed by the Contracts Division.

CONSULTANT

BY: Leslie M. Burnside
TITLE: Program Manager - Environmental
FIRM: Wood Rodgers, Inc.
BUSINESS LICENSE #: 0019911
Address: 680 W. Nye Lane
City: Carson City
State/Zip Code: Nevada 89703
Telephone: 775-
Fax# 775

(Signature of Consultant)

DATED this _____ day of October, 2006.

**WITNESS
NAME:** _____

(printed name of witness)

L.S.

(signature of witness)

DATED this _____ day of October, 2006.

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS

SAMPLE INVOICE

Carson City
Attn: Karen White
3505 Butti Way
Carson City NV 89701

Invoice Number:
Invoice Date:

Carson City Contract Number:
Carson City Contract Name (as it appears in the Agreement):
Service Period: From January 1, 2006 through January 31, 2006

Task	Title	Hours This Cycle	Rate	Total \$\$	Hours To Date	Total \$\$ To Date
Name of task (per scope of work)	Title or professional category of person performing the task	Total hours billed this cycle for this title or category	Hourly rate in \$/hr.	\$\$	Total hours for this task for this title or category from notice to proceed to date	\$\$
ditto	Title or professional category of NEXT person performing this task	Total hours billed this cycle for this person	Hourly rate in \$/hr.	\$\$	Total hours for this task for NEXT title or category from notice to proceed to date	\$\$
Continue for all persons performing on this task						
NEXT task	Fill in all personnel and task information as above					

Invoice Amount this cycle \$\$
Budgeted Amount \$\$
Bill to date (incl. This inv.) \$\$
Dollars remaining on Contract \$\$

% of project complete %
% of budget billed to date %

Status of Tasks (as described in scope of work)

- List of Tasks Completed
- List of Tasks in Progress
 - Current status of tasks in progress and % complete
 - Expected date of completion
 - Critical path/action/items that may impact expected date of completion
- List of Future Tasks
 - Expected date of completion
 - Critical path/action/items that may impact expected date of completion

ENCLOSE COPIES OF ALL SUPPORTING DOCUMENTATION INCLUDING TIME SHEETS, RECEIPTS, INCLUDING THOSE FOR INVOICES FOR EXPENSES & OUTSIDE SERVICES

*** END OF DOCUMENT ***

September 13, 2006

Mr. Juan Guzman
Carson City Open Space Manager
3303 Butti Way, Bldg. #9
Carson City, NV 89701

**RE: WETLAND ENHANCEMENT/CREATION PLANNING
PROPOSED SCOPE OF WORK PHASE III**

Dear Juan:

Pursuant to your request, the following is Wood Rodgers Proposal for Phase III activities relevant to wetland enhancement/creation planning as it relates to the Lompa Lane/Fulstone Wetlands.

It is our understanding, that with the completion of Phase II Resource Confirmation, that we are now ready to move forward with looking at the overall project to completion by working on a Task by Task basis. We have determined that this is the best way to proceed as new and good input is discovered in prior completed activities that needs to be brought forward to future tasks.

Wood Rodgers has prepared the following Phase III Scope of Work and estimated costs for your consideration.

The Tasks listed below generally follow the step-wise process presented to the Committee back in March of 2006.

Task 2: Public Access Phase 1

Wood Rodgers will provide design services to accomplish the following:

- Design Initial Project Signs – Lompa Lane entrance
- Meet with NDEP Bureau of Water Pollution Control and present scenarios for use of effluent to supplement on site hydrology. Scenario One: use of treated effluent pre de-nitrification; Scenario Two: use of treated effluent post de-nitrification and determine physical containment requirements. Make final decision on how to proceed with securing treated effluent for use on the site.
- Meet with adjacent property owners and tenants and determine parking and access opportunities on adjacent properties
- Invite NPO's to collect site information*
- Explore Funding/In-kind Services Opportunities* with public/private/NPO entities including Wood Rodgers, Inc.
- Coordinate concept design with Carson City Health Dept – Vector Control
- North Loop Trail Signage Design and Production (3 signs)
- North Loop Water Conveyance Improvement Design & Maintenance Requirements
- North Loop Trail improvement Design– hydrology/hydraulic calculations summary, 2 crossings, vegetation removal specifications, ADA compliance planning recommendations, design and erosion control plan (need to determine types of allowable uses and criteria ASHTO and another to be provided by J Guzman)
- Includes two (2) project team meetings to be scheduled as need.

Deliverable:

100 % design documents including appropriate details. (6-8 sheets)
60% and 100% submittal (submittal interval will depend on funding source – John Benzinger)

Subtotal \$25,000

Task 3: Design– South Loop

Wood Rodgers will provide design services to accomplish the following:

- Grading Plan for hydrologic design
- Design and Identify Trails and signage for South Loop and southwest triangle
- Biological specifications: soil amendments and upland planting
- Includes two (2) project team meetings to be scheduled as needed.

Deliverable:

100 % design documents including appropriate details. (6-8 sheets)
60% and 100% submittal (submittal interval will depend on funding source - John Benzinger)

Subtotal \$22,450

Task 4: Public Access Phase 2

Wood Rodgers will provide design services to accomplish the following:

- Main Entrance - Permanent Sign Design
- Main Entrance – Parking Area Design (drainage design, soils testing for pavement design and geotech recommendations* included)
- Wetland plantings specifications- north and south loops
- Design sidewalk extension on Northridge Drive & Parking Area
- Includes three (3) project team meetings to be scheduled as needed.

Deliverable:

100 % design documents including appropriate details. (6-8 sheets)
60% and 100% submittal (submittal interval will depend on funding source - John Benzinger)

Subtotal \$21,750

Task 5: Formalized Maintenance (A) & Future Wetland Creation Planning (B)

Wood Rodgers will provide planning assistance to accomplish the following:

- (A)
- Develop Operations & Maintenance Plan
 - Weed monitoring and abatement planning
 - Trails and facilities maintenance program
 - Water quality sampling
 - Seek opportunities for Public Participation
 - Includes three (3) short meetings to be scheduled as needed.

Deliverable:

Final Plan Document (1 hard copy, 1 PDF file on CD).

(B)

- Develop future wetlands creation opportunities concept plan based on the learning experiences of completing the prior tasks.
- Provide guidance on wetlands banking process and opportunities
- Includes one (1) project team meeting to be scheduled as need.

Deliverable:

Letter report and schematics of areas of opportunity

Subtotal

\$15,000

Fees and Schedule

Wood Rodgers can complete the Scope of Work outlined above on a Time and Materials Basis for a Not-to Exceed fee of \$84,200. Wood Rodgers will not engage in any items that are not specifically outlined above without prior written authorization from Carson City. This proposed project includes a high potential for coordination with other City Departments and their projects as well as other private and public entities, thus there is a high potential for unknown costs that may be incurred under "coordination services." Therefore, Wood Rodgers requests that an additional contingency equal to ten percent (10%) of the total contract budget be included to cover unforeseen coordination services that may arise during the life of the contract. Contingency funds will not be expended without prior written authorization from Carson City Opens Space Program Manger Juan Guzman.

Wood Rodgers will prepare and deliver a monthly Progress report outlining Tasks engaged in; Tasks completed; and delivery or status of listed deliverables.

Wood Rodgers proposes to complete the outlined Tasks in succession following these proposed time frames.

- | | |
|--|----------------|
| <i>Task 2: Public Access Phase 1</i> | <i>60 days</i> |
| <i>Task 3: Design/Construction – South Loop</i> | <i>60 days</i> |
| <i>Task 4: Public Access Phase 2</i> | <i>60 days</i> |
| Task 5: Formalized Maintenance and Future Wetland Creation Planning within 60 days of completion of Task 4. | |

Italicized tasks can be complete in 60 days if conducted simultaneously.

Wood Rodgers appreciates the opportunity to assist Carson City Open Space Program in achieving their objective to preserve wetland habitat for the education and enjoyment of Carson City's residents. We welcome the opportunity to work collaboratively with you and your Committee to develop ideas for area as well as innovation to realize cost savings. If you have any questions relative to this scope fo work please do not hesitate to contact either Cary or myself.

Sincerely,

WOOD RODGERS, INC.

Leslie M. Burnside
Program Manager – Environmental