

Recorder's Office Cover Sheet

Recording Requested By:

Name: Heather MacDonnell

Department: Public Works



00141198202109731220230232

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

PRE-CONSTRUCTION SERVICES AGREEMENT

A Construction Manager at Risk Contract Between

The Douglas County Regional Transportation Commission

And

Ames Construction, Inc.

This AGREEMENT is made this **21st day of July, 2021**, by and between the Douglas County Regional Transportation Commission (hereinafter referred to as the "Owner") and the Construction Manager at Risk, hereinafter referred to as "CMAR": Ames Construction, Inc.

ARTICLE 1

In consideration of the mutual covenants and conditions provided herein, the Owner does hereby engage the CMAR to perform Pre-Construction Services, and the CMAR agrees to perform such services for the referenced project:

Project Identification

Project Name: **Muller Parkway Improvements**

CONTRACT NUMBER: CMAR MPI
PWP NUMBER: TBD

ARTICLE 2

For furnishing all labor, materials, equipment, tools and services, and for doing everything required by this Agreement including, but not limited to, providing the required Guaranteed Maximum Price Proposal, the Owner will pay and the CMAR shall receive as full compensation therefore, a total sum not to exceed, and as nominal consideration:

CMAR Pre-Construction Services Fee Amount: **Twenty-Six Thousand, Three Hundred Fifty-Two Dollars and Zero Cents (\$26,352.00)**

ARTICLE 3

Time is of the essence in the performance of this Agreement and the CMAR agrees to complete all Pre-Construction services and work within the time schedule established in the incorporated documents.

ARTICLE 4

The CMAR is not the Engineer of Record. As such, the scope of the CMAR's Pre-Construction CMAR Preconstruction Agreement

Services includes, but is not limited to the following:

1. Participation in regularly scheduled design progress review meetings with the Project Engineer of Record and the Owner. The CMAR shall provide ongoing input with respect to constructability, construction cost, construction duration, sequence of construction, and construction means and methods.
2. Assisting the Owner and Engineer in determining whether scheduling or constructability problems exist that would delay the construction of the public work.
3. Estimating the cost of the labor and materials for the project described in Article I, including without limitation the development of review comments, suggestions, and cost estimates at each of the stipulated phases of design, as proposed in the Process Schedule Document.
4. Assistance with identifying and reconciling differences between the Engineer's Scope of Construction and the CMAR's cost estimates.
5. Development of constructability and value engineering suggestions at each phase of design.
6. Development of potential bidders lists and coordination of input from subcontractors with regard to each of the items previously described in this section.
7. Distribution of pre-bid conferences and bid openings, and assistance with selection of the best bids in each of documents to potential bidders, coordination category.
8. Development of a GMP Proposal based on bids obtained from all necessary subcontractors after reviewing and coordinating the bid results with the Owner.
9. Development of final CMAR constructability and value engineering suggestions.
10. Development of CMAR Pre-construction binder(s).

ARTICLE 5

The Owner and the CMAR mutually agree that the following Contract Documents are incorporated into and made a part of this Agreement by reference:

1. CMAR Request for Proposal with General Conditions and Fee Worksheet
2. Owner CMAR General Conditions of the Contract
3. Owner CMAR Compensation Conditions of the Contract
4. Process Schedule Document

ARTICLE 6

The CMAR shall comply with all requirements set forth in the Nevada Revised Statutes (NRS), the Nevada Administrative Code (NAC), and any other law or regulation (whether federal, state or local) that may apply to this Agreement and to the work performed under this Agreement. Contractor specifically acknowledges that this contract is subject to the provisions of NRS 338.1685 through NRS 338.16995.

ARTICLE 7

The Owner and the CMAR mutually agree that the fee described herein is for Pre-Construction Services only, and in no manner obligates the Owner to enter into a construction contract with the CMAR.

Payment for pre-construction services will be made in accordance with the following schedule:

<u>Phase of Work</u>	<u>Payment</u>
Design Development Phase	20% of Total
50% Construction Documents	20% of Total
100% Construction Documents	30% of Total

CMAR Preconstruction Agreement

Issuance of GMP Proposal
Issuance of Final CMAR Review Comments

20% of Total
10% of Total

ARTICLE 8

Execution of this Agreement by each party shall constitute the representation by each party that the party has examined the contents of all the referenced documents listed above, including the Owner CMAR General Conditions of the Contract that s/he has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 9

This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any action brought by either party arising out of or related to the Agreement shall be brought in a court of competent jurisdiction located in Douglas County, Nevada.

ARTICLE 10

Any and all disputes of any kind that may arise between the Owner and the CMAR under the Contract or the Contract Documents that cannot initially be resolved to the satisfaction of both parties shall be submitted first to mediation to be conducted in a location that is agreeable to both parties utilizing the services of a mediator who is acceptable to both parties. All fees of the mediator and related costs associated with mediation shall be split and paid equally by the parties. Each party will be responsible for its own attorney's fees and other costs.

In the event that the parties agree to forego mediation of their dispute(s), or that mediation is unsuccessful, then all disputes between them of any kind or nature arising out of or under the terms of the Contract, or the Contract Documents, or the performance of the Contract, and which arose prior to the termination of the guarantee period specified in the Contract, shall be litigated in a court of competent jurisdiction in Douglas County Nevada.

The Court may, in its discretion, award at the conclusion of the proceedings, reasonable attorney's fees and costs to the prevailing party. Attorney's fees for the county will be calculated based on an hourly rate of _____. In no event, however, may the award include any tort or punitive damages.

ARTICLE 11

To the fullest extent permitted by law, the CMAR shall defend, indemnify, and hold harmless the Owner, and its agents, employees, and members of the Board of County Commissioners from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by the negligent acts or omissions of the CMAR, a Subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by the Owner indemnified hereunder. However, in no event shall CMAR be required to indemnify Owner for claims, damages, loss or expenses arising out of the Owner's sole negligence. Such obligation shall not be construed to negate, abridge, or

reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In any and all claims against the Owner, its agents, employees, or any of the members of the Board of County Commissioners by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first paragraph of this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the contractor under Paragraph a of this section shall not extend to the liability of the Architect of Record or its employees arising out of (a) the preparation or approval of maps, sketches, opinions, reports, surveys, change order, designs, or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect of Record or its employees provided such giving or failure to give is the primary cause of injury or damage

ARTICLE 12

Scott McCullough shall be the designated Owner's Representative during the pre-construction services period. The duties and responsibilities and the limitations of authority of Scott McCullough as the Owner's Representative during pre-construction are set forth in the General Conditions document and specifically Article 1.46, and shall not be exceeded without written consent of the Owner.

Article 13

1. During the term of this Contract, CMAR shall provide insurance as follows:

a. **WORKERS' COMPENSATION**

- i. CMAR shall maintain workers' compensation and employer's liability insurance for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable.
- ii. CMAR shall maintain statutory limits of state industrial and occupational disease insurance for employees engaged on or at the site of the project in accordance with Chapters 616A to 616D, inclusive, and 617 of Nevada Revised Statutes.
- iii. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- iv. CMAR waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by CMAR pursuant to this Article.

The policy shall include an endorsement waiving the insurance company's rights of subrogation against the Owner. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to

Recover from Others Endorsement form WC 00 03 13.

b. AUTOMOBILE LIABILITY

- i. CMAR shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 combined single limit of liability for bodily injury and property damage each accident.
- ii. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- iii. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
- iv. CMAR waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CMAR pursuant to this Agreement.

c. COMMERCIAL GENERAL LIABILITY

- i. CMAR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with total limits of not less than \$7,000,000 each occurrence and \$9,000,000 general aggregate.
- ii. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
- iii. GL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors and subcontractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- iv. Additional Insured:
 1. Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 11/85 or a substitute providing equivalent coverage, and under the commercial umbrella, if any; OR
 2. Owner shall be included as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for Owner with respect to liability arising out of the completed operations of CMAR.
- v. Completed operations coverage shall be maintained in effect for the benefit of Owner for a period of two (2) years following the completion of the work specified in any future CMAR construction contract.

- vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner.
- vii. The status of Owner as an insured under a CGL obtained in compliance with Section 1.c.iv of this agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to Owner.
- viii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.
- ix. Electronic Data Liability:
 - 1. CMAR shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000.

d. PROFESSIONAL LIABILITY / ERRORS & OMISSIONS

- i. CMAR shall obtain Professional Liability Insurance when Douglas County is the beneficiary of the CMAR's service or advice. This coverage focuses on alleged failure to perform on the part of, financial loss caused by, and error or omission in the service or product sold by the CMAR. These are potential causes for legal action that would not be covered by a more general liability insurance policy which addresses more direct forms of harm.
- ii. CMAR shall maintain professional liability (errors & omissions) insurance with total limits of not less than \$3,000,000 each claim or wrongful act.
- iii. Professional liability insurance shall cover liability arising out of wrongful acts, including any actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission committed solely in connection with the CMAR's professional services.
- iv. If professional liability insurance is written on a claims-made or claims-made and reported coverage form, any Retroactive or Pending & Prior Exclusion Dates shall be prior to the effective date of any services provided under this Agreement.
- v. CMAR will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of completion of the construction of the project unless waived by the Owner.
- vi. In the event that the CMAR goes out of business during the term of this Agreement or the three (3) year period described above, CMAR shall purchase at the request and expense of the Owner, if available, Extended Reporting Coverage for claims arising out of the CMAR'S negligent acts, errors and omissions committed during

the term of the Professional Liability Policy.

1. GENERAL REQUIREMENTS:

- a. Evidence of Insurance: Prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage, CMAR shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- b. Subcontractors' Insurance: CMAR shall cause each subcontractor employed by CMAR to purchase and maintain insurance of the type specified above. When requested by Owner, CMAR shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- c. OWNER and CMAR waive all rights against each other and any of their subcontractors, agents, employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance, except such rights as they have the proceeds of such insurance held by OWNER as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- d. All insurance shall be on an occurrence basis and not a claims-made basis, except for professional liability/errors & omissions.
- e. All required insurance coverage as stated herein will be evidenced by a current ACORD Form 25 Certificate(s) of Insurance; such Certificates will include, but will not be limited to, the following:
 - i. All Certificates for each insurance policy are to be signed by a person authorized by that insurer.
 - ii. Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. The insurance companies must have a Best's Rating of at least A- VII or better in the latest edition of Best's Insurance Reports. The adequacy of the insurance supplied by CMAR (or its Subcontractors) including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER, approval of which shall not be unreasonably withheld.
 - iii. Said policies, except Worker's Compensation and Professional Liability, shall name OWNER, its agents, employees, and members of the Board of Trustees as additional insureds. The policies will be primary and any other insurance carried by OWNER and/or CONTRACTOR shall be excess and not contributing therewith.
 - iv. Each insurance policy supplied by CMAR (or its Subcontractors) must be endorsed to provide that the coverage will not be canceled or materially changed without prior written notice to OWNER. CMAR shall provide written notice by mail of any material change, suspension, voiding or reduction in coverage or in limits, of

any insurance policy, which provides coverage required by this Contract. Said notice must be provided per policy provisions. This notice requirement does not waive the insurance requirements contained herein.

- v. CMAR (or its Subcontractors) will furnish renewal certificates for the required insurance during the period of coverage required by this Contract.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of CMAR's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

- vi. CMAR (or its Subcontractors) will furnish renewal certificates for the same minimum coverage's as required by this Contract. The notice for renewal will be submitted forty-five (45) days in advance of the expiration date shown on the Certificate of Insurance. A second request will be mailed if the Certificate is not received within ten (10) days. If, within twenty (20) days from the date of notice of renewal, the Certificate has still not been provided, OWNER may declare CMAR (or its subcontractors) in default of its obligations under this Article.
- vii. All deductibles and self-insured retentions will be fully disclosed in the Certificates of Insurance. CMAR (or its Subcontractors) is responsible for any deductible or self-insured retention contained within the insurance program.

2. ABSENCE OF INSURANCE:

In the event CMAR fails to provide OWNER with the insurance described in Articles 8.1 and 8.2, no work shall commence. If the coverage required by CMAR is canceled, all Work shall stop immediately, until the problem is resolved.

3. MAINTENANCE OF DEDUCTIBLE:

- a. If the loss is caused by CMAR (or its Subcontractors), CMAR will be responsible for maintenance of the deductible per each occurrence of a loss if arising out of property damage liability, including loss of use thereof, the first \$5,000.
- b. All deductibles under shall be paid by CMAR, directly to OWNER.

4. CLAIM REPORTING:

CMAR shall immediately report to OWNER any incident or claim, no later than twenty four (24) hours after occurrence or notice, whichever is sooner.

5. FAMILIARITY WITH COVERAGE:

It is CMAR's responsibility to familiarize itself with the coverages described in this section.

ARTICLE 14

The Owner, at Owner's option, may purchase and maintain such insurance as will protect the Owner against claims that may arise from operations under the contract documents.

ARTICLE 15

The CMAR shall not assign, transfer, or delegate any rights, obligations, monies or duties under this Agreement without the prior written consent of the Owner.

ARTICLE 16

This Agreement constitutes the entire agreement between the parties and may be modified only by a written endorsement executed by the parties.

ARTICLE 17

This Agreement may be amended or terminated by mutual written consent of the parties hereto. The Owner, however, specifically reserves the right at any time to terminate this Agreement without cause upon seven (7) calendar days' written notice of termination. Upon termination, for other than a breach of this Agreement by the CMAR, the Owner shall make payments to the CMAR as a ratable percentage of the amount of work effort that the CMAR has expended in Current Task (refer to Article 7) versus the total amount of work effort reasonably anticipate as required to obtain task completion for Current Task as of the time of the notice of termination. The making of such payments by the Owner shall constitute a complete release of all the responsibilities of the Owner under the terms of this Agreement. The CMAR waives any and all claims for overhead and profit on the services or work remaining at the time of termination. Otherwise, payment is due and payable at completion of Current Task per Article 7.

ARTICLE 18

Any sketches, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of his obligations under this Agreement shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by the CMAR upon completion, termination, or cancellation of this Agreement. The CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the CMAR's obligations under this Agreement, without the prior written consent of the Owner. Such instruments and copies shall not be used on any other project, and, with the exception of those sets that have been signed in connection with the execution of the agreement, shall be returned to the Owner on request upon completion of the project.

ARTICLE 19

In connection with the performance of work under this Agreement, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex (including sexual orientation, gender identity and pregnancy) or age. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CMAR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or Muller Parkway - CMAR Preconstruction Agreement

raw materials. Any violation of such provision by the CMAR shall constitute a material breach of this Agreement.

ARTICLE 20

The Parties agree CMAR will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that CMAR is not an employee of the County and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the CMAR or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the CMAR is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

REST OF PAGE DELIBERATELY LEFT BLANK

In witness whereof, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Owner
Douglas County Regional Transportation Commission
By: Philip Ritger, Public Works Director


As authorized by the Regional Transportation Commission in a public meeting on July 21, 2021.

RTC Chairman

 Date 8/24/21

Construction Manager at Risk (CMAR)
Ames Construction, Inc.

By: JOHN TRIPPI

 Date 8/18/2021

NEVADA CONTRACTOR LIC. #: 0023739
" " LIMIT : UNLIMITED

**EXHIBIT C
CMAR FEE PROPOSAL FORM**

ARTICLE 1 PROPOSED FEES

(A) CMAR's Fixed Fee (for Pre-Construction Services) Phase I \$ 13,176.00
 Phase II \$ 13,176.00
 (B) CMAR's Construction Services Fee (Expressed as a Percentage of TOTAL construction costs) 1.25 %
 (C) Proposed Fee % (from B above) x Estimated Construction Budget (from RFP)
 \$ 117,160.00

The Proposed Compensation shall be established by the following formula: Preconstruction Fixed Fee + (Construction Services Rate multiplied by the Estimated Cost of Construction set forth in this RFP). Scores will be calculated by dividing the Proposer's Proposed Compensation by the lowest Proposed Compensation multiplied by the total possible 15 points.

The General Conditions of the contract will be issued to CMAR firms short-listed, and has been made available on the Owner's website. The CMAR's Proposed Construction Phase Fee will be in accordance with the terms and conditions.

ARTICLE 2 PAYMENT SCHEDULE

Payment for pre-construction services will be made in accordance with the following schedule:

<u>Phase of Work</u>	<u>Payment</u>
Design Development Phase	20% of Total
50% Construction Documents	20% of Total
100% Construction Documents	30% of Total
Issuance of GMP Proposal	20% of Total
Issuance of Final CMAR Review Comments	10% of Total

ARTICLE 3 REFERENCED DOCUMENTS

The following documents are referenced herein and form the basis for the CMAR's Fee Proposal:

1. CMAR Request for Proposals
2. Owner-CMAR Pre-Construction Agreement
4. Owner-CMAR Construction Agreement
5. General Conditions of the Contract
6. Compensation Conditions of the Contract

ARTICLE 4 CMAR SIGNATURE

Construction Manager at Risk

CMAR Firm Name AMES CONSTRUCTION, INC.

By [Signature]

Print Name BOWEN R. RIFE

Title Vice President of Engineering

Date 6/17/2021

Internal Review Committee (IRC) Meeting
Agenda Meeting Notes
06-30-21

8:35 AM – 8:50 AM TOG Annexation for Stoneridge Villas APN:1220-11-001-077, Lucille Rao

Lucille presented an annex request from the Town of Gardnerville for parcel 1220-11-001-077 into the Town boundary. The area of the annexation has been designated as the next area of expansion of the Town of Gardnerville and has been identified as a parcel with the Urban Service Area in the Douglas County Master Plan. The proposed project has been annexed into the water service area of Gardnerville Water Company and sewer service area of the Minden-Gardnerville Sewer District. The Town of Gardnerville has adopted a Resolution 2021-003 recommending that the BOCC amend the Gardnerville Town Boundary.
Approved to go before the BOCC on 7/15/21.

8:50 AM – 9:00 AM US Forest Service Contract, Ryan Stanton

Ryan presented an agreement with the US Forest Service for the sale of Christmas Tree permits at the Douglas County Community Center. The authorization of this request would provide a convenient place for Douglas County residents to acquire a Christmas tree permit for cutting down a Christmas tree on Forest Service property in the Pinenut jurisdiction. A representative from the US Forest Service reached out to the Community Services Division to see if we would be interested in selling Christmas tree permits. The Community Services Division considered this opportunity to be a convenience to the residents of Douglas County rather than having to travel to Carson City Forest Service Office to purchase a permit and a good opportunity to build a relationship with the local US Forest Service jurisdiction. The County will have to provide a refundable payment of \$2,000.00 during the season while permits are sold. Once the permits are sold out and the season is over the payment will be returned to the Community Services Division. A percentage of the permit sales will go to the Community Services Division for every permit sold the Community Services division will collect a \$1.00 in revenue for a total estimate of \$500.00 in revenue. This service is more for the residents of Douglas County than the revenue that will be collected. The contract was reviewed by Deputy District Attorney, Zach Wadle.

It was noted to work with Finance on the revenue to itemize as miscellaneous. Approved as presented.

9:00 AM – 9:10 AM Weed Control Software Upgrade, Ryan Stanton

Ryan presented new software program for the Douglas County Weed Control Division for \$6,510 for FY21-22 and \$4,348 annually. The one-time costs are budgeted in the FY22 "Software" account within the Weed Control Department (101-881 533.806). The ongoing expenses will be budgeted in future years within that same account. This purchase was authorized during the budget hearings and adoption of FY 21/22 budget. The purchase of this new software system (Pest Routes) will allow staff to integrate existing information from MaxGalaxy and transfer into the new system. The current software program (MaxGalaxy) is going to be obsolete as of October 2021. This is a perfect opportunity to separate Weed Control from the Parks reservations. They are currently using a software program that is designed for recreation, this causes us to have to create a lot of work arounds. Pest Routes will streamline everything they currently do in the Weed Control Department. The Weed Control Department spent a lot of time researching the software program that would fit the department best and "Pest Routes" was the most suitable, as well as the most affordable. The department solicited bids and researched a total of four software options. While choosing the software they also invited fellow departments Finance, Clerk Treasure, and IT during this time so staff was able to ask any questions they had regarding compatibility with existing software and also is the system is cloud based, etc.

It was noted that reconciliation reports will be exported from Pest Routes and imported into New World Systems. Approved as presented.

9:10 AM – 9:20 AM Senior Services Transfer Discussion, Geoff Bonar

Geoff initiated discussion regarding the new process of reconciling the annual transfer from the General Fund to the Senior Services Fund. This is being done in order to return excess general fund transfer dollars back to the general fund. In the past, any revenues over expenditures have stayed in the Senior Services Fund. The Senior Services fund is heavily grant funded, which makes the budgeting process challenging, as the grant awards are often not known at the time that they are budgeted. These grants are essential for the fund to be able to operate, and to be able to offer programs to our Senior Citizens at a free or reduced cost. These services include the DART program, Congregate Dining program, Home Delivered Meals program, and Homemaker program. The Senior Services fund also receives an annual transfer from the general fund to help cover the costs incurred that are not covered by grant revenues, or by program revenue, much of which is required to be an anonymous donation. At the end of the fiscal year, when the actual costs were known, the Community Services Department performed a reconciliation which compares actual revenues received and actual expenses incurred. This determined whether the transfer from the general fund was adequate to balance the fund or not. The reconciliation for FY20, showing an excess transfer of \$2,796.77. Direction was requested as to how to transfer these funds back to the general fund in years that there is an excess, and also how to balance the fund using fund balance in years that there is a deficit. Current fund balance within the Senior Services fund is \$366,525. Future fiscal impacts will depend on the outcome of each year’s reconciliation and would potentially result in the transfer from the General Fund to the Senior Services fund being lower than budgeted.

It was noted that nothing is required for FY20-21 and a plan will be developed for FY 21-22.

9:20 AM – 9:35 AM CSYC Position Budgeting, Wendy Garrison

Wendy presented a request to change the positions currently unfunded in FY 21-22 budget for other positions which are currently vacant. CSYC have had recent vacancies which will allow us to relook at the positions we were holding vacant. CSYC would like to move these around in order to maximize the recruitment. They cannot bring back the boy’s program if we do not have line staff to provide the supervision on a 24/7 basis.

Remove			Restore	
362.1290.01	Assnt Director	173,740	362.3580.01	YPO 66,000
362.3190.01	Secretary	61,928	362.3580.03	YPO 66,000
362.3570.01	Case Manager	85,179	362.3580.04	YPO 66,000
362.3570.02	Case Manager	79,654	362.3580.07	YPO 66,000
362.1490.02	Substance Abuse	81,492	362.3580.11	YPO 66,000
			362.3580.16	YPO 66,000
			362.3580.17	YPO 66,000
			481,993	462,000

It was noted that final budget on current vacancies and reclassification structure needs to occur first to determine the actual budget available to restore. Wendy G., Terri and Patrick will meet for the final plan and approval.

9:35 AM – 9:45 AM Contract with Midstate Alignment Rack, Glen Radtke

Glen presented a contract with Midstate for alignment rack for Fleet services for \$32,492.79. Currently Fleet Services contracts out all alignments on the fleet vehicles. This will us to do these in-house saving time on delivery and allowing us to align vehicles every time a new set of tires are installed. This was approved during the budget process. The contract was reviewed by Deputy District Attorney, Carey Rosser. This was approved during the CIP process.

Approved by the County Manager.

9:45 AM – 9:50 AM Contract with ESE for Geotech at Airport, Jon Erb

Jon presented a contract for Eastern Sierra Engineering to perform Geotech work on Airport Road in the amount of \$16,225. Once the work and test are performed, Eastern Sierra will determine a scope of work for the reconstruction of the roadway and a separate design fee to design the project. A CIP was approved by the Board for FY 21/22 to reconstruct Airport Road and the Airport Parking lot. The project will be funded by Airport Funds 360. Project was a board request. This project is funded through the Airport 360 Fund and the CIP was approved by the BOCC for FY 21/22.

Approved by the County Manager.

9:50 AM – 9:55 AM Ames Construction Agreement, Jon Erb

Jon presented a contract with Ames Construction for Pre-Construction Services for the Muller Parkway Project for \$26,352. The County solicited RFP from CMAR applicants for the Muller Parkway Improvement Project. The County received four proposals. Due to the quality of each, the four were shortlisted and interviewed. A portion of the scoring matrix for the interviews is proposed compensation for pre-construction services and construction services. Ames Construction fee is much lower than the other three contractors. This earned them the most points and received the highest amount of points from the three panelists. Ames Construction qualifications are excellent as they apply to the scope of this project. The panelist has recommended Ames Construction to be contracted for Pre-Construction Services utilizing the CMAR delivery method for the project. This RTC funded project is required to meet the requirements of the Park Ranch Development Agreement. The CIP was approved by the BOCC in FY20/21 and has a project number 20R06. The contract was reviewed by Deputy District Attorney, Carey Rosser.

Approved to go to RTC in July.

9:55 AM – 10:00 AM Deer Run Court No Parking, Jon Erb

Jon initiated discussion on Tahoe Douglas Fire District requesting that the street of Deer Run Court be signed for no on street parking due to the narrow nature and the senior living apartments at the end of the street. By Code, new regulatory signs have to be approved by the BOCC. Deer Run Court is a County Non-Maintained Roadway. The cost of materials to place these signs are approximately \$300 per location at six locations for a total of \$1,800.

Approved to go before the Board on 7/15/21 on consent.

10:00 AM – 10:10 AM Ames Pre-Construction Services for the Muller Parkway Project, Jon Erb

Duplicate item.

10:10 AM – 11:00 AM Logging Road Decant Facility Status Update Presentation, Courtney Walker

Courtney presented an update on the Logging Road Decant Facility. The Nevada Department of Transportation (NDOT) and Douglas County have a need for a safe and effective way to decant and treat their stormwater from various maintenance operations in the Lake Tahoe Basin. Parcel number 1318-24-601-006 owned by Douglas County is an ideal location since it is situated near an existing NDOT maintenance yard and is zoned for industrial use. The proposed facility will allow primary and secondary treatment of stormwater treatment byproducts such as water from drop inlets or sweeper material with wastewater eventually discharging to the sewer system. The facility also provides a safe and environmentally-friendly place to store materials and wash equipment. An update will be provided on the old landfill site and feedback received from the Nevada Division of Environmental Protection (NDEP). NDOT is funding the construction of the facility and has budgeted \$500,000. Douglas County is contributing the site where the decant facility would be constructed. The current bids require additional funding and it is proposed to request the use of TRPA mitigation funds so there would be no impact to the General Fund or Stormwater reserves. We propose to request \$100,000 from the O&M mitigation funds held by TRPA for use by Douglas County. The current balance in that fund account is \$227,843.77. Initial planning was that NDOT would pay for the construction of the facility and had budgeted

\$500,000 and Douglas County was contributing the site where the decant facility would be constructed. The current bids require additional funding and it is proposed to request the use of TRPA mitigation funds so there would be no impact to the General Fund or Stormwater reserves. Funds would be transferred from TRPA to the TRPA Mitigation Funds GL# 245-816 520.048 in the Stormwater fund. The contract was reviewed by Deputy District Attorney, Carey Rosser.

It was noted to make location and soil monitoring changes to the design plan which would require change orders to NDOT's current bid. It was noted that the facility would be dedicated to Douglas County after construction. Water and sewer lines would be owned and operated by KGID. It was noted to draft an agreement with NDOT for oversight, billing and management of the project to address potential risk. Approved to go before the Board on 8/5/21 on admin.

11:00 AM – 11:30 AM CONSENT

C-1 Genoa Town Manager Purchasing Authority, Terri Willoughby

Cori presented a request for purchasing authority for Genoa Town Manager, Matt Bruback for a County procurement card, Home Depot buying card and Buyer/Admin for Amazon account.

Approved by the County Manager.

C-2 Private Activity Bond Cap Transfer to Nevada Rural Housing Authority (NRHA), Terri Willoughby

Terri presented the 2021 Private Activity Bond Cap Transfer to Nevada Rural Housing Authority (NRHA). The Private Activity Bond Cap (PABC) provides lower-interest financing for eligible projects and can be transferred to another local government per NAC 384A.180. Douglas County may also allocate its share to specific projects that apply and qualify with the State, or the allocation goes back to the general State-wide pool. The County has historically allocated its share of unused bond cap to the Nevada Rural Housing Authority (NRHA) to help fund low income housing projects. For 2021, Douglas County has an allocation of \$2,693,565.42. NRHA's ability to continue serving the community with the most innovative rural homebuyer programs is predicated on receiving a transfer from the County's PABC, which will be combined with transfers from other cities and counties to fund NRHA's Single-Family Housing program. The transfer of the County's unused bond cap will not incur any cost or legal liability for the County, and will help NRHA serve the citizens of Douglas County.

Approved to go before the BOCC on 7/15/21 on consent.

C-3 Microsoft 365 SHI Contract, Daniel Johnson

Daniel presented a contract with SHI International for the licenses and implementation services for the Microsoft 365 software platform in an amount not to exceed \$251,807.50. Microsoft 365 delivers the power of cloud productivity to help save time, money, and free up valued resources. The Microsoft 365 plan combines the familiar Microsoft Office desktop suite with cloud-based versions of Microsoft's next-generation communications and collaboration services to help users be productive from virtually anywhere through the internet. This platform provides for robust security through the Government Cloud architecture which supports the FedRAMP compliance for Government agencies. By moving to the M365 platform, we will eliminate various disparate systems in use at the County as the rollout of features happen in M365. Examples include, upgrades for Office products (automatic in M365, as well as online versions to use from anywhere), Zoom (M365 has Teams), Intranet (M365 has Sharepoint), Email archiving (included in M365), eDiscovery (included in M365), data loss prevention (included in M365), Licensing for Windows and Office software (included in M365). In addition, M365 contains collaboration tools for shared documents (one document that everyone works off to eliminate multiple versions of documents that cause confusion), security and reliability enhancements, work from anywhere capabilities, user management tools, and data retention and discovery tools. The Board of County Commissioners approved the supplemental request for FY22 to move Douglas County to the Microsoft 365 software platform. The licenses cost \$236,995. The implementation costs for this

contract is \$14,812.50. Total cost for licenses and implementation is \$251,807.50. The funding is available in the FY22 budget as the supplemental request for this software platform was approved during the budget process. The contract was reviewed by Deputy District Attorney, Carey Rosser.
Approved to go before the BOCC on 7/15/21 on consent.

C-4 Cherwell Help Desk Software Licenses, Daniel Johnson

Daniel presented the renewal of licenses for the Cherwell Help Desk software in an amount not to exceed \$17,981.88. The Cherwell Help Desk software platform in the system used to track all tickets submitted to the Technology Services Help Desk. This quote will renew the licenses for FY22. Funding is available in the Technology Services budget for FY22.
Approved by the County Manager.

C-5 2021 Road Seal Bid, Josh Nordloh

Josh presented the 2021 Road Seal Bid with a low bid to Sierra Nevada Construction in the amount of \$447,007 for the annual road seal project and direction to be taken to the RTC Board for approval. RTC budgeted \$700,000 for this year's road seal project. The low bid for this project came in at \$447,007 which leaves an additional \$252,993 in the 430 Fund that can be put towards other projects and helps offset some of the financial shortfalls from the past year. The annual road maintenance project has been budgeted for in this year's funds. The contract was reviewed by Deputy District Attorney, Carey Rosser.
Approved to go before RTC in July.

C-6 Requisition Human Resources Analyst, Wendy Lang

Wendy requested to recruit for a full time Human Resources Analyst approved by the Board in June 2021.
Approved as presented.

C-7 Requisition Recreation Leader Sr., Traci Dill

Traci requested to recruit for an existing vacant part time Recreation Leader Senior - Kahle Front Counter position.
Approved as presented.

C-8 Requisition Community Relations Intern, Melissa Blosser

Melissa requested to recruit for a part time Community Relations Intern approved during the FY21-22 budget process through a supplemental request.
Approved as presented.

C-9 Requisition Accounting Specialist, Heather MacDonnell

Heather requested to recruit for an existing full time Accounting Specialist.
Approved as presented.

C-10 Requisition Counter Technician, Sam Booth

Sam requested to recruit for an existing full time Counter Technician.
Approved as presented.

C-11 Excess Workers Comp Retention Coverage, Wendy Lang

Wendy addressed binding excess workers' compensation retention coverage for a one-year period for Douglas County and the Towns of Gardnerville, Minden and Genoa by Safety National Casualty Corporation at a cost of \$176,563 per year for Fiscal Year 2021-2022. National Casualty Corporation provides self-insured retention excess workers' compensation coverage for claims in excess of \$750,000 or \$2,000,000 for

presumptive benefit claims. This renewal is offered at a 35% premium increase for a year. This increase is consistent with the industry-standard rates. Safety National's services consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, and Safety Training Source, and a Medical Management Program. These services help facilitate complicated claims towards the best-possible outcome. The expenses are budgeted in the Risk Management Fund, 309-817, for FY2021/22.

Approved to go before the BOCC on 7/15/21 on consent.

11:30 AM Other Business

Reinstate Court Records Technician Position for FY 21/22, Terri Willoughby

Terri presented a request to reinstate Position # 371.1730.01 (.48 FTE) which was inadvertently omitted in the FY 2021/22 final budget. This position was inadvertently inactivated during the final budget process and should be reactivated with a fiscal impact of \$20,206. Funding is available within the Judicial Services FY 21/22 budget.

Approved to go before the BOCC on 7/15/21 on consent.

Notes taken by Natalie Wood



UNAPPROVED MINUTES

The Regular of the Regional Transportation Commission was held on July 21, 2021 at the Douglas County Administrative Building, beginning at 4:00 PM.

CALL TO ORDER

Ken Miller called the meeting to order at 4:00 PM.

MEMBERS PRESENT:

Wesley Rice, Member

Ken Miller, Member

MEMBERS ABSENT:

Danny Tarkanian, Member

STAFF PRESENT:

Carey Rosser, Deputy District Attorney

Phil Ritger, Public Works Director

Jon Erb, Transportation Engineer Manager

Nicole Hubbard, Public Works

Scott McCullough, County Manager's Office

PLEDGE OF ALLEGIANCE

Ken Miller led the group with the pledge.

OPENING PUBLIC COMMENT:

None

Douglas County Regional Transportation Commission

APPROVAL OF AGENDA

PUBLIC COMMENT:

None

ACTION:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wesley Rice
SECONDER:	Ken Miller
AYES:	Miller, Rice
ABSENT:	Danny Tarkanian

APPROVAL OF PREVIOUS MINUTES

Regional Transportation Commission - Regular – April 29, 2021 4:00PM. - **Held**

PUBLIC COMMENT:

None

ADMINISTRATIVE CALENDAR

- 1. For possible action. Discussion to approve a \$447,007.00 contract with Sierra Nevada Construction, Inc., for the 2021 Douglas County Road Seal Project, which was previously budgeted in Fiscal Year 2021-2022 and authorize the Public Works Director or County Manager to approve change orders up to 10% of the contract amount. (Josh Nordloh)**

Jon Erb stated that Josh is on vacation, so he will be presenting to the board. Mr. Erb began by stating that this project advertised for a three-week period and we received two bids. Sierra Nevada Construction was the lowest bidder by about \$75,000. They were also under the engineer's estimate by about \$220,000. Jon said we got a really good bid on this one. Jon continued by saying that Sierra Nevada Construction has done all of our slurries and chip seals over the last seven years, and they have been a good firm to work with. He recommends moving forward with the contract.

Douglas County Regional Transportation Commission

All the documentation was included with the agenda packet, but Jon went over that Sierra Nevada Construction was the low bidder and the next was BSS International and they bid at \$522,120.00.

PUBLIC COMMENT:

None

ACTION:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wesley Rice
SECONDER:	Ken Miller
AYES:	Miller, Rice
ABSENT:	Danny Tarkanian

2. For possible action. Discussion to approve a \$26,352 construction manager at risk contract with Ames Construction, Inc. for Pre-Construction Services for the Muller Parkway Project. (Jon Erb)

Jon Erb began by saying that it was about two meetings ago, the RTC commission approved us to move forward with a construction manager at risk option of doing Muller Parkway, so we advertised and solicited for proposals. We did receive four different proposals: Granite Construction, Sierra Nevada Construction, Ames Construction, and Q & D. They were all excellent proposals. They were all interviewed, and at that time they presented their fee for pre-construction services. Ames Construction was substantially lower in their pre-construction services costs which scored them higher than anyone else. The dollar amount was one of our scoring criteria. Jon continued by saying that Ames Construction is a reputable firm, and they have done quite a bit of construction in Nevada. They are currently doing the spaghetti bowl in Reno for NDOT. So, Jon believes they are more than capable of doing this project. Jon explained to the board that Scott McCullough is here to answer any questions the board may have about the CMAR process, as he is a little more familiar with the process. Jon recommends the approval of the contract with Ames Construction.

Commissioner Rice commented that with understanding the complexity and magnitude of this project, that it will be interesting to get this project put together from one end to the other, that it is more than appropriate to have a CMAR involved.

Douglas County Regional Transportation Commission

Carey Rosser with the District Attorney's office, clarified for the motion to include the Public Works Director or County Manager to approve changes up to 10% of the contract.

PUBLIC COMMENT:

None

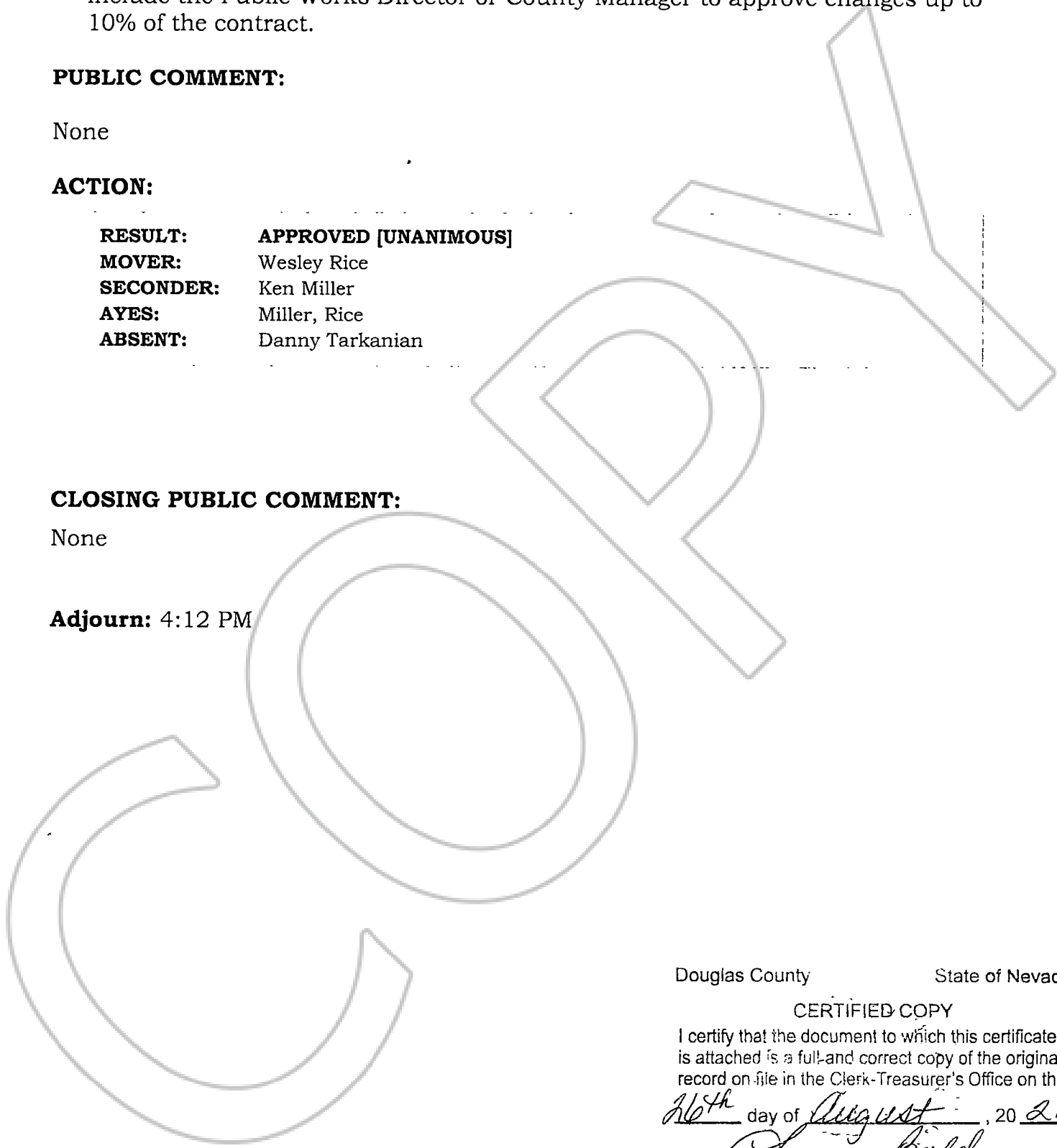
ACTION:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wesley Rice
SECONDER:	Ken Miller
AYES:	Miller, Rice
ABSENT:	Danny Tarkanian

CLOSING PUBLIC COMMENT:

None

Adjourn: 4:12 PM



Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

26th day of August, 20 21

By Janice Balda Deputy