



WASHOE COUNTY

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CM/ACM _____
Finance DN
DA _____ ✓
Risk Mgt. DE
HR N/A
Grant Mgt. N/A

STAFF REPORT

BOARD MEETING DATE: January 27, 2015

DATE: January 2, 2015
TO: Board of County Commissioners
FROM: Jennifer Budge, CPRP, Park Operations Superintendent
Community Services Department, 325-8094, jbudge@washoecounty.us
THROUGH: William H. Whitney, Division Director, Planning and Development
Community Services Department, 328-3617, bwhitney@washoecounty.us
SUBJECT: Approve a Consulting Agreement between Washoe County and Design Workshop [\$112,510] for Mount Rose and Washoe Valley Scenic Byways Corridor Management Plans (funded by Federal Highways Administration National Scenic Byways Program and Tahoe Regional Planning Agency On Our Way Grants). (Commission Districts 1 & 2.)

SUMMARY

This item authorizes a Consulting Agreement between Washoe County and Design Workshop for Washoe Valley and Mount Rose Scenic Byways Corridor Management Plans. These projects are funded entirely from Federal Highways Administration National Scenic Byways Program and Tahoe Regional Planning Agency On Our Way grants.

At Board of County Commissioners direction, Washoe County, through its Community Services Department, conducted a comprehensive Request for Qualifications (RFQ) process to select a third party consultant. Design Workshop was the top scoring firm as outlined in the attached evaluations results.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

On June 24, 2014, the Board of County Commissioners (Board) approved an On Our Way Community Grant Program Sub-Recipient Agreement between Washoe County and Tahoe Regional Planning Agency [\$109,733 - no matching funds required] for the period of June 24, 2014, through June 30, 2016; and authorized the Director of the Community Services Department to execute the Sub-Recipient Agreement and all associated grant related documents; and directed the necessary budget adjustments.

On May 28, 2013, the Board accepted two National Scenic Byway Grants [\$33,320 grant - Washoe Valley Scenic Byway Corridor Management Plan, \$9,947 County in-kind match], and [\$43,797 grant - Mt. Rose Scenic Byway Corridor Management Plan, \$13,616 County in-kind

AGENDA ITEM # 10

match], and approved the associated Cooperative Agreement between the County of Washoe and Nevada Department of Transportation regarding development of SR341 Mt. Rose Scenic Byway Corridor Management Plan (term: Notice to Proceed through 11-30-2014); and approved the associated Cooperative Agreement between the County of Washoe and Nevada Department of Transportation regarding development of Washoe Valley Scenic Byway Corridor Management Plan (term: Notice to Proceed through 11-30-2014); and authorized the Community Services Department to advertise and solicit Requests for Qualifications for professional services; and authorized the appropriate budget adjustments.

BACKGROUND

If approved, Washoe County, through its Community Services Department, will retain Design Workshop, to assist Washoe County and community stakeholders in development of two Corridor Management Plans (CMP), one plan for Washoe Valley Scenic Byway and one for Mount Rose Scenic Byway. The CMP's will focus on preservation and promotion of the byways, while addressing tourism, development, historic and natural resource preservation, roadway safety and economic development, focusing on the Federal Highways Administration (FHWA) 14-point requirements as a guide. The CMP's will address visitor needs and expectations; identification and resolution of safety concerns that could potentially hinder visitor experiences; enhancement of fundamental qualities; visual appeal and beautification opportunities; identify points of interest, unique features and recreation opportunities; all with the goal of capturing the collective community vision.

CMP's are required prior to applying for National Scenic Byway status and to qualify for additional funding for improvements along these popular travel corridors.

At Board of County Commissioners direction, Washoe County, through its Community Services Department, conducted a comprehensive Request for Qualifications (RFQ) process to select a third party consultant. A total of four firms submitted Statements of Qualifications and were evaluated by a team comprised of 6 diverse individuals (1-Washoe County Planner, 1-Washoe County Open Space and Regional Parks Commissioner, 1-Tahoe Transportation District, 1-Washoe Valley Alliance, 1-Tahoe Regional Planning Agency, 1-Nevada Department of Transportation). Design Workshop was the top scoring firm as outlined in the attached evaluations results.

FISCAL IMPACT

Washoe Valley Corridor Management Plan

Approval of this Agreement will result in the expenditure of \$30,000 from Internal Order 11170-710100 Nevada Department of Transportation Scenic Byways grant (Board accepted May 28, 2013) appropriated in Fiscal Year 2014-15 in the amount of \$33,320. No budget adjustments are necessary. This is a planning project, no maintenance costs are affected.

Mount Rose Scenic Byway Corridor Management Plan

Approval of this Agreement will result in the expenditure of \$82,510 from two sources of grant funding: Internal Order 11171-710100 Nevada Department of Transportation Scenic By Way grant (Board accepted May 28, 2013) is appropriated in Fiscal Year 2014-15 in the amount of \$43,797. Internal Order 11180-710100 is appropriated in the amount of \$46,233. Total available grant funding for this project is \$90,030. No budget adjustments are necessary. This is a planning project, no maintenance costs are affected.

RECOMMENDATION

It is recommended the Board of County Commissioners Approve a Consulting Agreement between Washoe County and Design Workshop [\$112,510] for Washoe Valley and Mount Rose Scenic Byways Corridor Management Plans (funded by Federal Highways Administration National Scenic Byways Program and Tahoe Regional Planning Agency On Our Way Grants).

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

“Move to Approve a Consulting Agreement between Washoe County and Design Workshop [\$112,510] for Washoe Valley and Mount Rose Scenic Byways Corridor Management Plans (funded by Federal Highways Administration National Scenic Byways Program and Tahoe Regional Planning Agency On Our Way Grants).”

SCENIC BYWAYS - CORRIDOR MANAGEMENT PLANS
STATEMENT OF QUALIFICATIONS EVALUATION

EVALUATION CRITERIA		DESIGN WORKSHOP										DTS						RUBICON DESIGN GROUP						WOOD RODGERS							
		Score	WGT	%	Total Possible	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Ave. Total Score	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Ave. Total Score	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Ave. Total Score					
1	Firms History and resource capability to perform required services	10	15		150	150	150	150	150	150	120	120	150	90	150	150	150	150	135	75	90	120	45	90	150	120	150	150			
2	The commitment of singled experienced parter acceptable to the County to the project for the entire duration.	10	5		50	40	50	40	25	50	35	50	40	25	50	50	25	0	40	30	0	35									
3	Firm must have documented successful design experience within five years prior to date of Request for Qualifications in facility designs similar in size and scope to this project.	10	15		150	120	150	150	150	150	120	135	150	150	120	150	105	60	90	90	45	30									
4	Design Team: capacity, structure, experience, and product.	10	10		100	90	100	100	100	100	70	80	100	50	70	100	60	50	70	70	30	20									
5	Cost and schedule control experience and results. Familiarity with local regulatory agencies, area geography, and facilities.	10	10		100	50	80	60	100	80	50	80	60	100	80	100	50	0	90	100	0	100									
6	Commitment and demonstrated ability to meet the completions date for acceptable design documents per schedule.	10	15		150	150	150	150	150	150	105	135	135	150	90	150	150	0	105	150	60	105									
7	Analysis of project and approach including successful plan adoption applicable to the project. Ability to meet project requirements and objectives. Includes submittal of debarment certification form.	10	10		100	100	100	80	100	100	70	100	90	100	90	100	70	0	50	80	0	30									
8	Total Score	90	100		1000	900	970	940	990	970	750	600	925	835	850	1000	831.6	685	185	645	730	180	430	445	855	840	915	875	870	930	862.5
9	Rank (1 thru 4)				1	1	1	1	1	2	3	3	2	3	3	1	3	4	4	4	4	4	4	4	2	2	3	2	2	2	2

**MOUNT ROSE AND WASHOE VALLEY SCENIC BYWAY
CORRIDOR MANAGEMENT PLANS**

THIS AGREEMENT is made between the County of Washoe (herein referred to as “County”), and DESIGN WORKSHOP, INC. (herein referred to as “Consultant”).

W I T N E S S E T H

1. RECITALS

The County requires that certain Consultant services be performed for the professional design, planning, and facilitation services for the Mount Rose and Washoe Valley Scenic Byway Corridor Management Plans. 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. Mount Rose Scenic Byway Scope of Work
- B. Washoe Valley Scenic Byway Scope of Work
- C. Mount Rose Scenic Byway Fee Schedule
- D. Washoe Valley Scenic Byway Fee Schedule
- E. Insurance/Hold Harmless Requirements

In the event of an inconsistency between Exhibits A, B, C, D, E, 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 its Community Services Department (herein referred to as “Director”) or his designee, professional design, planning, and facilitation Consultant services as specified in Exhibits A and B, attached hereto and incorporated herein.

4. TERM OF AGREEMENT

The professional design, planning, and facilitation services outlined in Exhibits A and B shall be completed by September 1, 2015.

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 Board of County Commissioners, receipt and approval of required insurance documents by the County, and receipt of Notice to Proceed from County.

7. STATUS OF CONSULTANT

The Consultant shall have the status of an “Independent Consultant” 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 Exhibits A and B shall not exceed \$112,510 unless extra services are performed with the prior written approval of the Director.
- B. Invoices will be mailed by Consultant’s office by the 10th of each month with specific descriptions of the services performed and expenses incurred in the previous month.
- C. The Director shall review the request and accompanying substantiating documents and, if satisfied that the information is complete and accurate, authorize payment based on the quotes reflected in Exhibits C and D. Approved payments will be made within 30 days of the date of billing 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 Consultant, 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 distribution and production of draft and final plan documents to the public and project stakeholders, and shall submit plans for approval to the Director for review *prior* to extensive reproduction and distribution 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 comply with the Federal Highways Administration and established standards set forth by National Scenic Byway Program shall be promptly revised at no additional charge to the County, unless the revisions are for the purpose of expanding the scope of work, in which case the changes shall be considered as additional items subject to approval by Director.

All elements of the Corridor Management Plans are subject to review and inspection by Nevada Department of Transportation and Tahoe Regional Planning Agency, with final sign off by Director. Corridor Management Plan shall be consistent with Federal Highways Administration, National Scenic Byway, Tahoe Regional Planning Agency, Nevada Department of Transportation, Washoe County, and locally adopted plans and guidelines.

11. **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.

12. **INSURANCE, INDEMNIFICATION/HOLD HARMLESS**

Washoe County has established specific indemnification and insurance requirements for contracts/agreements with Consultants/Consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that Consultants/Consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit E is attached and incorporated by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement

13. **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.

14. **TERMINATION OF AGREEMENT FOR CAUSE**

This Agreement may be terminated by the County upon thirty (30) day written notice should Contractor fail to properly perform all the terms and conditions set forth in this Agreement, or should Contractor 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 Contractor 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. Contractor shall reimburse the County for any damages or expenses incurred above the amount the County would have paid had the Contractor properly performed.

15. **TERMINATION FOR CONVENIENCE**

In addition, County may terminate this Agreement without cause upon giving the Consultant notice in writing which notice shall specify a date not less than 30 days from the date of the notice on which the Agreement will terminate. Should County decide to terminate in accordance with this paragraph, County may do so by providing the notice of termination at any time under this Agreement. The County's issuance of a written Notice to Proceed with a Phase of work hereunder does not impair the County's right to terminate this Agreement at any time in accordance with this paragraph.

16. **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 subConsultants, 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 Indemnites as a result of any use of, or reliance on, the documents for other projects.

17. LICENSE

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

18. NOTICES

Except as otherwise specified, all notices under this Agreement shall be in writing. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, certified or return receipt requested to the address specified below.

Notice to Consultant shall be addressed to:

Design Workshop, Inc.
Stephanie Grigsby, Principal
PO Box 5666
Stateline, NV 89449

Notice to County shall be addressed to:

Director
Washoe County Community Services Department
P. O. Box 11130
Reno, NV. 89520

19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nevada and venue for any legal action arising out of any dispute shall be in a court of competent jurisdiction in Washoe County, Nevada. The parties to this contract agree that neither party will make a motion for nor is entitled to an award of attorneys' fees from the court because of any legal proceeding as a result of any issue(s) arising out of this contract, even if that party is considered to be a prevailing party.

20. **NONWAIVER**

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21. **SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

22. **INTEGRATION AND MODIFICATION**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

23. **SUCCESSORS AND ASSIGNS**

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

23. **THIRD PARTY RIGHTS**

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

24. **DISPUTE RESOLUTION**

Prior to the commencement of any legal proceeding to resolve any dispute arising out of this agreement, the parties agree to participate in a mutually agreeable method of alternate dispute resolution.

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

DESIGN WORKSHOP, INC.

By: _____
Stephanie Grigsby

Title: Principal

Date: _____

STATE OF NEVADA

COUNTY OF WASHOE

On the ____ day of _____, 2015, personally appeared before me, a Notary Public, _____, who acknowledged that he executed the above instrument for the purpose therein contained.

BOARD OF COUNTY COMMISSIONERS

By: _____

Title: Chairman

Date: _____

ATTEST:

By: _____
Nancy Parent, County Clerk

EXHIBIT A
SCOPE OF WORK
MOUNT ROSE SCENIC BYWAY CORRIDOR MANAGEMENT PLAN

The following narrative describes a comprehensive list of services required to prepare design concepts and construction documents for the property. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may actually proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop (DW) in connection with this agreement is as follows:

Task One. Project Management

The general objective for this task is to organize and manage the project, including a project start-up meeting and regular project coordination.

The specific tasks to be completed are as follows:

1. Project Start-Up

Create a project management plan as part of the project kick-off to identify communication protocols, roles and responsibilities, critical success factors, and project coordination needs.

- a. Confirm project approach and primary goals and objectives.
- b. Introduce the planning process and team.
- c. Establish the stakeholder and public engagement strategy.
- d. Identify web-based involvement modes.
- e. Identify and confirm key stakeholders.
- f. Obtain input from stakeholders at the project onset.
- g. Identify assets, strengths, liabilities and challenges of the project areas.
- h. Pinpoint the topics for additional research and evaluation.

2. Project Coordination/Updates

- a. Maintain regular contact with the County project manager to update the County on project progress and needs. (Regular update calls with the County and in-person meetings for review of key deliverables.
- b. Determine optimal methods and frequencies of communication, and anticipate regular telephone and email correspondence.

Deliverables

- Invoices and Progress Reports
- Meeting Coordination and Facilitation
- Sub-consultant Coordination

Task 2. Existing Conditions Analysis

The DW team will conduct an inventory and analysis of the corridor to develop the foundation from which management plan recommendations will be developed. DW will conduct a site visit to document existing area conditions. An initial understanding of the corridor's intrinsic features will be documented. This information will be used as part of the community workshops in Task Three.

Intrinsic Qualities Mapping

Intrinsic qualities are those elements which create a landscape's fundamental quality and sense of place. DW will use the existing databases developed through work in the Lake Tahoe Basin, with Washoe County, State Parks, USFS, NDOT and others to create the base information from which an evaluation of the Mt. Rose Highway corridor's resources and scenic qualities can be analyzed.

DW will augment the available GIS database with data collection of a photo catalogue of additional intrinsic qualities such as scenic, cultural and architectural elements of significance. The imagery will be keyed into a photo catalogue in GIS or Google Earth using data coordinates. DW will work with the County to understand the need and potential use of the data set to develop and create its final format. Emphasis will be placed on not recreating the databases developed through recent planning efforts, but on consolidating that information for analysis.

Existing Traffic Analysis

The DW team will review the existing roadway geometrics and posted speed limits along the corridor. Recent traffic volume data will be obtained from NDOT and traffic trends will be evaluated. Any existing parking count data will be compiled. Historical crash data will be obtained for the most recent 5-year period available. The crash data will be analyzed and compared to average crash rates for similar facilities. Crashes involving bicyclists or pedestrians will be analyzed. In addition, the DW team will obtain and review available Roadside Safety Audits in order to identify potential existing traffic safety hazards and/or geometric design deficiencies. DW will contact NDOT, Washoe County, the Incline Village General Improvement District, and the Tahoe Transportation District to identify planned roadway improvements throughout the corridor.

Land Use Analysis and Existing Policies Review

The DW team will collect and review current and planned goals and policies in relation to land use, development, zoning, recreation, transportation, community design, and environmental improvements as outlined in existing regulatory documents as well as those under development. Emphasis will be placed on understanding land use and development patterns as it relates to managing the corridor's intrinsic qualities per FHWA's scenic byway requirements.

Existing Conditions Report

After conducting a comprehensive analysis and developing base maps, the DW team will summarize the findings into a Draft Existing Conditions Report for review with the

County and the Steering Committee (SC). Mapping and analysis will be documented and the corridor's vision and goals for management will be discussed in draft form.

After County and SC review of the Draft Existing Conditions Report, revisions will be made to prepare the content for presentation and input from the greater community. (See Task 3) The purpose will be to engage the community in a dialogue about the corridor's values, needs and concerns in terms of developing a corridor management plan. Discussions will focus on the project's primary emphasis of corridor management.

Deliverables

- Draft Existing Conditions Report
- Final Existing Conditions Report

Task 3. Public Meetings and Stakeholder Outreach

Public outreach will occur in two (2) primary formats: in-person meetings and follow-up Survey Monkey web-based outreach. Two (2) public workshop meetings will be held to review and provide direction on first, the community's values, needs and concerns related to the corridor management and second, the draft recommendations.

Steering Committee

Engaging the various agencies and organizations with management responsibilities along the corridor is important in any plan development. Representatives from the County, TRPA, NDOT, IVGID, USFS, State Lands, and the Tahoe Transportation District will make up the Steering Committee (SC). The group's focus is providing input and feedback on plan elements. The DW team will meet with the SC two (2) times, once prior to each public workshop. Washoe County will work with DW to identify appropriate representatives and coordinate meeting times and locations.

Public Work Sessions

Two public workshops will occur over the course of the project. The first workshop will be to engage the public in a dialogue about the corridor's existing conditions in terms of overall value, needs and issues. (See Task 2) The second workshop will solicit input on the components of the draft management plan. (See Task 5)

DW will create flyers and imagery for the County's use in promoting the Public workshops. DW will provide the County digital files for printing and distribution via hardcopy or email. DW will provide the County presentation and summary information to be posted on the County website to allow the community to stay engaged with the process.

Long Range Outreach Strategy