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AGREEMENT FOR DESIGN AND CONSULTANT SERVICES

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This Agreement for Design and Consultant Services is entered into as of this 20th day of July, 1989, between DOUGLAS COUNTY, NEVADA, A Political Subdivision of the State of Nevada, hereinafter referred to only as County, and JOHN L. HANCOCK, dba DESIGN CONCEPTS WEST, hereinafter referred to only as Consultant, with reference to the following facts and is as follows:

W I T N E S S E T H :

1. RECITALS

Douglas County requires certain design and consultant services to be performed for its Five-Year Park Development Plan and 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. SCOPE AND INTENT

The Consultant shall perform in a professional, satisfactory and proper manner, as determined by the County, those design and consultant services as specified in Exhibit A and any other services reference incorporated in this Agreement.

3. TERM OF AGREEMENT

The design drawings, construction drawings and contract specifications shall be completed on a date mutually agreed upon.

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

4. NOTICE TO PROCEED

The Consultant shall begin services as specified in this Agreement on or about Tuesday, August 1, 1989, upon approval of the Douglas County Commissioners, receipt of required insurance certificates by the appropriate County Department and notice to proceed from the contracting officer of designee of the County.

5. STATUS OF CONSULTANT

The Consultant shall have the status of an "Independent Contractor" as defined in NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits and emoluments of either an officer or employee of Douglas County.

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6. ASSIGNMENT

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same, without prior written consent of the County.

7. COMPENSATION

The County shall pay Consultant a sum agreed upon for each task for satisfactory completion of services and related work tasks as indicated in Exhibit A and those by reference throughout this Agreement. Payment shall be made within Thirty (30) days of receipt of and approval by the County of invoice(s) reflecting this work performed.

A. Progress Payments - Requests for progress payments shall be accompanied by appropriate invoice forms and adequate evidence of work completed to substantiate the estimate of progress.

B. Payment Upon Completion - Upon total completion of the services in this Agreement by Consultant, and acceptance and approval by County, the Consultant shall be paid any retained funds for that work task, less any progress payments previously made.

C. Total Payment - It shall be expressly understood and agreed that in no event shall the total compensation and reimbursement, if any, to be paid under the provisions of this Agreement, exceed the sum which is set forth below, nor shall progress payments for any work exceed the budgeted amount indicated in the tabular summary in Exhibit A for that particular work phase.

8. APPROVAL OF PLANS

The Consultant shall confer with the County concerning design and placement of improvements. Consultant agrees to submit three (3) sets of plans to County for review prior to extensive reproduction of said plans. County shall review the plans and advise Consultant of their approval/disapproval. All segments of the plans that do not meet the County's approval shall be promptly revised at no additional charge to County. If revisions are for the purpose of expanding the scope of work, said changes shall be considered as additional items subject to the provisions of Section 11.

9. CONSULTANT ENDORSEMENT

Consultant shall provide an endorsement of all plans, specifications, maps, drawings, reports or other instruments of service prepared by them or under their direction. Endorsement

shall be evidenced by an Architect's signature and serial number of the Certificate of Registration issued to it by the State of Nevada.

10. CONSTRUCTION COSTS

Since Consultant has no control over the cost of labor, material or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided as a result of this Agreement are to be made on the basis of consultant's experience and qualifications, and shall represent its best judgment as design professionals familiar with the construction industry. Consultant cannot and does not guarantee that bids or the project construction costs shall not vary from the costs estimates prepared by it and submitted to County, except that if the bid prices vary from the estimated price by more than ten percent (10%), Consultant shall revise the plans at no charge to the County, and shall revise the plans and bid specifications in such a manner as to allow alternate additions or deletions to ensure that the bid prices fall within the ten percent (10%) range.

11. CHANGES

County may order, in writing, changes in scope, character or estimated cost of work, either decreasing or increasing the scope and character of Consultant's services. Should such changes render portions of the work previously done and approved inapplicable, consultant shall be entitled to compensation for services performed prior to receipt of notice.

A. Any changes to this Agreement shall be authorized only by written amendment signed by duly authorized representatives of the contracting parties prior to implementation of any change. Unauthorized changes shall not be compensated and may be grounds for termination of this Agreement.

12. HOLD HARMLESS AGREEMENT

Consultant agrees to hold harmless and indemnify County from any loss or liability, financial or otherwise, resulting from any negligent action, inaction, error of omission or commission on the part of the Consultant, its employees, agents, representatives or subcontractors arising out of this Agreement.

Consultant further agrees to defend County and assume all costs, expenses and liabilities of any nature to which County may be subjected as a result of any claim, demand, action or cause of action arising out of the intentional acts or negligent performance of work under this Agreement by the Consultant or by

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others under the direction or supervision of the Consultant, notwithstanding the form of the allegations against the County.

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13. LIABILITY INSURANCE

Consultant shall procure and maintain during the life of this Agreement a policy of comprehensive general liability insurance (occurrence form) and a policy of professional liability insurance from an insurance company approved by or acceptable to the County Risks Manager and licensed to provide insurance by the State of Nevada. Comprehensive general liability policy shall provide for a minimum coverage of One Million Dollars (\$1,000,000.00) combined single limit for each occurrence of bodily injury or property damage. Professional liability policy shall provide a minimum coverage of Five Hundred Thousand Dollars for Consultant and \$500,000.00 for each of the Subconsultants (\$500,000.00 each). The cost of such insurance shall be borne by the Consultant. Consultant hereby agrees to maintain said professional liability insurance for a period of Five (5) years thereafter if available and affordable. Consultant shall maintain the existing retroactive date on all future policies with the same insurance company and attempt to do so if Consultant changes insurance companies. In the event that Consultant goes out of business during the instant period, Consultant shall purchase, at the request of County, an extended reporting period if available at the County's expense.

Should Consultant's normal professional liability coverage be less than the minimum required amount, Consultant may purchase project insurance or obtain a rider on his normal policy in an amount sufficient to bring Consultant's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the County.

Certificates of coverage for all insurance required shall be issued to the County within Ten (10) days of the award of this contract. General liability certificate shall name Douglas County and its officers and employees as additional insured. All certificates shall provide for a minimum written notice of Thirty (30) days to be provided by County in the event of material change, termination or non-renewal by either Consultant or carrier.

If Consultant fails to maintain the insurance coverage required pursuant to this Agreement, said failure shall be deemed a material breach of contract. County may, at its sole option, terminate this Agreement or purchase the required insurance coverage, and without further notice to Consultant, deduct from sums due to Consultant any premium costs advanced by County for such insurance.

14. COMPLIANCE WITH IMMIGRATION AND NATIONALIZATION LAWS

Consultant shall ensure that all employees are in compliance with Immigration and Nationalization Laws regarding eligibility requirements for working in the United States.

15. TERMINATION OF AGREEMENT FOR CAUSE

This Agreement may be terminated by the County on Ten (10) days written notice to Consultant in the event of failure by Consultant to adhere to all the terms and conditions as set forth in this Agreement, or for failure to satisfactorily, in the opinion of the County, to pursue the project in a timely and professional manner.

A. In the event of failure to proceed by Consultant, in a timely and satisfactory manner, the County reserves the privilege of anticipatory repudiation of this Agreement.

B. This Agreement may be terminated by either party upon Ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

16. TERMINATION FOR CONVENIENCE

Either the County or the Consultant may terminate this Agreement in whole, or in part, when both parties agree in writing that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The Two (2) parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Consultant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

17. RESOLUTION OF DISPUTES, DEFAULT

In the event of breach of any of the terms of this Agreement or failure to perform, the complying party shall immediately inform the defaulting party of the circumstances constituting such breach. If the problem is not corrected or resolved in a reasonable time, this Agreement may be declared terminated.

Such declaration shall be in writing and shall specify the basis for the declaration. If the Consultant is in default, the County shall be entitled to all documents prepared to the point of termination and any damages resulting from such breach including, without limitation, additional expenses incurred in the final construction costs and money paid in securing other consulting services. If County is in default, Consultant shall

be entitled to compensation for the value of services performed to the point of termination.

18. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, County shall be entitled to full ownership and use of all documents for which payment has been made. County may reproduce or use said documents for other projects provided that use by any entity or person for projects other than County Projects may be done only with the consent of the Consultant, subject to reasonable compensation.

19. NOTICES

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

Design Concepts West
777 Sinclair Street, Suite 200
Reno, Nevada 89501

Notice to the County shall be addressed to:

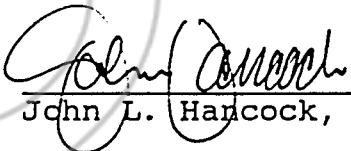
Douglas County
P.O. Box 218
Minden, Nevada 89423

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

DOUGLAS COUNTY, NEVADA

By: 

DESIGN CONCEPTS WEST

By: 
John L. Hancock, Firm Principal

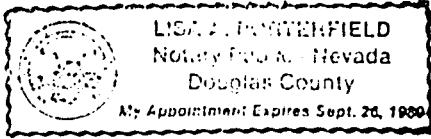
STATE OF NEVADA)
) ss.
County of Douglas)

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On the 3rd day of August, A.D., 1989, personally appeared before me, a Notary Public in and for the County and State aforesaid, Michael E. Fisher, who acknowledged to me that he is the Chairman, of Douglas County, Nevada, and authorized to execute the above and foregoing instrument on its behalf; who further acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year above written.



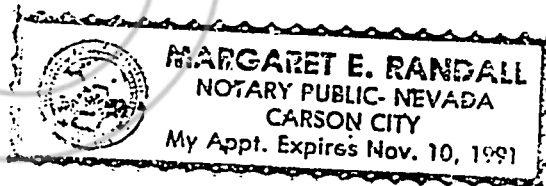
Lisa A. Parterfield Menter
Notary Public

State of Nevada ,)
County of Carson City) ss.

On this 27th day of July, A.D., 1989, personally appeared before me, a Notary Public in and for the County and state aforesaid, JOHN L. HANCOCK, who acknowledged to me that he was the Principal of DESIGN CONCEPTS WEST and authorized to execute the above and foregoing instrument on its behalf; who further acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Margaret E. Randall
Notary Public



ADDENDA NO. 1

The Consultant shall provide services for the following projects listed under the Five Year Development Plan:

Lake Tahoe Projects:

1. Multiuse Parkland
2. Kahle Park
3. Whittell Courts
4. Zephyr Cove Pavilich
5. Update Par Course
6. Bike Path

Carson Valley Projects:

1. Gardnerville Ranchos Regional Park
2. Softball Complex
3. Topaz Lake Campsites
- 4a. Covered Grandstand
- 4b. Group Pavilion - Lampe
5. Rifle Range
6. Bathrooms at Lampe
7. Lampe Light Retrofit
8. Model Airplane Airport
- 9a. Pole Barn
- 9b. Pavilion Floor
- 9c. Announcer's Booth, Fields Nos. 1 and 2
- 9d. Bike Path/Walkway
10. Home Ranch Plan and Remodel

Projects may be added or deleted from the above list as is deemed necessary by changing County requirements. Projects include BLM land acquisitions and Forest Service land exchanges, planning, park design and development, building design and development and related services. Construction observation services will be provided to Douglas County per request on a specific project basis.

Work for the above will be accomplished on a time and materials basis and a "not to exceed" price will be determined for each project before the commencement of work on said project.

Fees will be based on the following rate schedule:

Principal Architect:	\$65/hour
Senior Architect:	\$50/hour
Associate Architect:	\$40/hour
Assistant Architect:	\$35/hour
Senior Landscape Architect:	\$45/hour
Assistant Landscape Architect:	\$35/hour

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Draftsman 1: \$30/hour
Draftsman 2: \$24/hour

Senior Engineer: \$60/hour
Staff Engineer: \$45/hour

Clerical: \$22/hour

Travel outside of Douglas County or Carson City: \$.22/mile

For services of subconsultants, including, but not limited to geotechnical investigations, mechanical engineering, electrical engineering and structural engineering, a multiple of one point two (1.2) times said subconsultants actual fees will be charged.

For material utilized, a multiple of one point two (1.2) times the actual cost of said materials will be charged.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

SEAL

DATE: Aug 3, 1989
B. Reed Clerk 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: Julia Hoffman Deputy
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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

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