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NO. 93-127

AMENDMENT NO. 2

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TO THE AGREEMENT BETWEEN DOUGLAS COUNTY  
AND  
RESOURCE CONCEPTS, INC., FOR CONSULTING SERVICES FOR  
THE KAHLE PARK PROJECT

BARBARA KLED  
CLERK  
BY *[Signature]* DEPUTY

This agreement for consulting services is made and entered into this 9<sup>th</sup> day of September, 1993, by and between DOUGLAS COUNTY, NEVADA, a political subdivision of the State of Nevada, and RESOURCE CONCEPTS, INC.

WITNESSETH:

RECITALS

1. The original Agreement for consulting services between Douglas County and Resource Concepts, Inc., executed on May 13, 1993, made provisions for additional services to be performed under the original Agreement by establishing amendments to the Agreement at a later date.

2. Douglas County desires to procure consulting services necessary to proceed with the design of engineering, architectural, and landscape elements of the Kahle Community Park; permitting of park construction with Douglas County, the Tahoe Regional Planning Agency, and other agencies as necessary; assisting the County in the bidding process; and the management of all construction activities. Thus, the County desires to proceed with certain consulting services that facilitate the design and construction of the Kahle Community Park.


3. Therefore, both parties agree to the following:

- A) to amend the original Agreement to include the Scope of Services described in the attached Exhibit A,
- B) to complete the Scope of Services as shown in the attached Exhibit B,
- C) to perform the Scope of Services for the not-to-exceed cost of \$281,765.00 as shown in the attached Exhibit C, and
- D) to operate under the terms of the original Agreement attached as Exhibit D.


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

DOUGLAS COUNTY, NEVADA

By:

  
\_\_\_\_\_  
David G. Pumphrey  
Chairman, Board of County  
Commissioners

Attest:

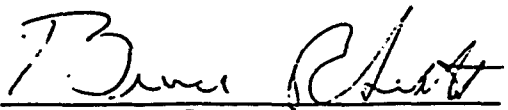
  
\_\_\_\_\_  
Barbara J. Reed  
Clerk-Treasurer

Approved as to form:

  
\_\_\_\_\_  
Robert W. Story  
Chief Deputy District Attorney

RESOURCE CONCEPTS, INC.

By:

  
\_\_\_\_\_  
Bruce R. Scott  
President

## EXHIBIT A

### SCOPE OF SERVICES for KAHLE PARK PROJECT PHASE TWO

Douglas County and Resource Concepts, Inc. (RCI), are parties to an existing agreement for consultant services associated with the planning, design, and construction of the Kahle Community Park (Purchase Order N. 15008 dated 6/17/93). The proposed scope of services represents Amendment No. Two of that original agreement. This amendment addresses Phase Two of the project as described in the original agreement.

#### PHASE TWO SERVICES

Phase Two services are based on the park master plan and phase one construction improvements approved by the Board of Commissioners on August 12, 1993. Phase Two will include three design elements: architectural design, civil engineering (site design), and landscape design. Douglas County, State of Nevada, and TRPA permits will be required prior to the onset of construction. Phase Two will include the preparation of permit applications and coordination of all submittals and reviews. Construction management tasks will include coordinating the bidding and contract award processes, part-time inspection of all construction activities, construction staking, materials testing, and administration of contractor pay requests.

Phase Two will consist of five tasks as described below. For convenience, each task number begins with a "2", indicating its inclusion in the project's second phase.

Task 21. Architectural Design Services: The Consultant shall design and prepare construction plans for all park improvements, including fields, landscaping, buildings, utilities, and other facilities. That design shall be consistent with Douglas County Code, state, and federal law (including the Americans with Disabilities Act). The Consultant shall coordinate with the County throughout the design process and shall submit all contract documents to the County for its review and approval. The Consultant shall coordinate with the County during that review to ensure that all necessary changes are affected.

Basic architectural services shall be provided as required to complete the scope of services under this contract. The architectural design process shall consist of several steps including review of site analyses, preparation of schematic drawings, design development, preparation of construction documents, and participation in the bid and contract award

administration processes. Basic architectural services do not include the selection of furniture, window coverings, interior and exterior signage, lockers, artwork, or other removable items.

Task 22. Engineering and Landscape Design Services: Engineering and landscape design services shall include geotechnical testing, a preliminary design of the park infrastructure and site improvements, a coordinated review of that design with Douglas County and other parties, a final design that incorporates all necessary and appropriate changes, and preparation of contract documents and participation in the bid administration process.

Activities Common to Tasks 21 and 22: The Consultant shall prepare technical specifications for all project-related improvements in accordance with the latest editions of the Standard Specifications for Public Works Construction, and Standard Details for Public Works Construction (i.e., the "orange books"), and other appropriate standards. The Consultant shall prepare detailed, project-specific construction costs estimates and detailed unit priced bid schedules. The Consultant shall provide the County preliminary technical specifications and cost estimates for review and approval prior to going to bid. The Consultant shall coordinate with the County during that review to ensure that all necessary changes are affected.

Construction documents prepared by the Consultant shall include provisions whereby the contractor shall provide 1.) progress payments, 2.) three-ring binders containing all installation, operations, owner's, and parts manuals for equipment furnished and facilities constructed to the County prior to notice of final completion, and 3.) payment of all utility costs incurred during project construction, including hook-up fees.

The Consultant shall copy, collate, and bind all construction-related documents and shall provide the County three review sets, fifty bid sets, and three construction sets. The Consultant shall also provide construction documents to utility companies, as needed. The Consultant shall provide additional sets of documents as requested by County, bidders, or contractor; costs for any such additional copies shall be borne by the entity requesting the documents. The Consultant shall maintain a master list of plan holders and provide that list to the County at its request. Finally, the Consultant shall provide the County with three paper copies and one mylar set of record construction drawings prior to issuance of notice of final completion to contractor.

The Consultant shall assist the County in obtaining bids from qualified contractors by publishing legal notices in The Record Courier and other regional papers, mailing

advertisements for bids to prospective bidders, and delivering bid documents to plan rooms in Reno, Las Vegas, and Sacramento. The Consultant shall conduct a pre-bid conference and address any technical questions asked by prospective bidders. The Consultant shall prepare an addenda for the pre-bid meeting, as requested to do so by the County. The Consultant shall receive and open bids, prepare bid abstracts, and provide the County a recommendation as to which bidder should be considered; the recommendation will be based on the bidder's responsibility, responsiveness, and cost. If the lowest bid exceeds the budget, the Consultant shall assist the County in revising the scope of construction to meet available funds. The Consultant shall coordinate with the County during preparation, review, and approval of the construction contract. The Consultant agrees not to advertise, award, or commence work until a written notification or notice to proceed has been received from the County.

Task 23. Project Permitting Services: The Consultant shall coordinate and prepare all TRPA, NDEP air quality, County and TRPA special use permits, building permits, and grant applications, as appropriate. The Consultant shall meet with agency personnel during permit preparation and, as necessary, attend hearings in support of permit applications. Permit application will be coordinated in conjunction with the release of bid documents. The Consultant shall coordinate with the County to ensure that all required permits are secured at the appropriate time. The County will pay the permit fees, with fifteen (15) working days advance written notice, or it will reimburse the Consultant for any fees paid by the Consultant.

The Consultant shall coordinate with the County and utility companies with regard to service extensions to the project site, or the relocation of existing services. The Consultant shall prepare applications for all extensions and relocations, and coordinate with utility service providers and the County regarding all associated costs and scheduling considerations.

The relocation design for electrical services will be conducted by the Sierra Pacific Power Company. Costs associated with the design of this utility is not included in the Phase Two budget. Similarly, utility construction and hook-up fees are not included in the Phase Two budget.

Task 24. Construction Services: The Consultant shall provide construction services throughout the construction period. The Consultant shall perform construction contract administration on behalf of the County in accordance with standard EJCDC procedures supplied by the County. Other contract administration activities will include processing requests for payment, reviewing contractor submittals, and the processing of change orders. Cost associated with this task have been developed on the assumption that the

County will select a single prime construction contractor.

The County Building Division will provide inspection of items pertaining to conformance with the building code and permit. All remaining inspections shall be the responsibility of the Consultant. The Consultant shall provide part-time construction observation and inspection services to ensure conformance with the following construction plans and specifications: architectural, electrical, civil, mechanical, drainage, landscaping, irrigation, surveying, and materials testing. The Consultant's inspector may not be ICBO certified; bid documents shall specifically identify whether the Consultant or the construction contractor will perform specialized inspection. The Consultant shall keep a written project log which includes each inspection and the acceptance or rejection thereof. Copies of the inspection log shall be provided to the County along with monthly requests for progress payments. The Consultant shall notify the County in writing when construction has been completed and the notice of final completion has been issued. The Consultant's project architect, engineer, and landscape architect shall provide construction observation services throughout the construction period. All landscaping and plant establishment work shall be in conformance with sections 333 (specifically 333.12 and 333.15) of the Standard Specifications.

Surveying costs included in the Phase Two budget shall include the placement of horizontal and vertical control reference monuments for use during construction. Bid documents shall specifically identify all survey work to be performed by the Consultant and the survey responsibilities of the construction contractor.

Materials testing conducted by the Consultant shall conform with County requirements and shall be sufficient to meet project needs. The Consultant shall maintain records regarding the type of test performed, the method employed, and the frequency of the test. The nature and extent of the materials testing program will be coordinated with the County.

Post-construction services included in the Phase II budget include the preparation of record drawings, the collection of warranties and operation and maintenance manuals, and follow up on equipment or materials that malfunction.

Task 25. Project (Contract) Management: Project management functions during Phase Two will include ongoing coordination between the Consultant and Douglas County, and between the Consultant and its subconsultants to ensure that all aspects of the design and finishing materials to be used are acceptable and as envisioned.

**EXHIBIT B**

**SCHEDULE  
for  
KAHLE PARK PROJECT  
PHASE TWO**

A completion date is assigned below for the completion of each task defined in Exhibit A.

|  |                   |
|--|-------------------|
| Task 21 - Architectural Design         | January 28, 1994  |
| Task 22 - Engineering-Landscape Design | January 28, 1994  |
| Task 23 - Project Permitting           | March 1, 1994     |
| Task 24 - Construction Services        | December 31, 1994 |
| Task 25 - Project Management           | December 31, 1994 |

**Phase One Milestones**

|                                     |                    |
|-------------------------------------|--------------------|
| Submit admin. draft of EA to County | September 17, 1993 |
| Submit draft EA to TRPA             | October 4, 1993    |
| APC and Governing Board review      | November, 1993     |

**Phase Two Milestones**

|   |                   |
|---|-------------------|
| Begin design activities                   | September 9, 1993 |
| Complete preliminary design               | December 1, 1993  |
| Submit TRPA permit application            | December 15, 1993 |
| Complete final design                     | January 28, 1994  |
| Submit County permit application          | January 31, 1994  |
| Start bidding process                     | February 14, 1994 |
| Board of Commissioners selects contractor | April 7, 1994     |
| Issue Notice to Proceed                   | April 8, 1994     |
| Onset of construction                     | May 1, 1994       |
| Completion of construction                | December 31, 1994 |

EXHIBIT C

COSTS  
for  
KAHLE PARK PROJECT  
PHASE TWO

DETAILED COST BREAKDOWN BY TASK

Task 21: Architectural Design Assumptions included in the following budget are that design will occur over a three month (14 week) period. The Principal (architect) will spent an average of 30 hours per week on the project, with an additional 60 hours per week of support staff time.

Site Analyses, Prepare Schematic Drawings

|                 |                     |                 |
|-----------------|---------------------|-----------------|
| Principal       | 110 hrs @ \$90/hr = | \$9,900.00      |
| Chief Draftsman | 78 hrs @ 45/hr =    | 3,510.00        |
| Draftsman       | 95 hrs @ 25/hr =    | 2,375.00        |
| Secretary       | 56 hrs @ 20/hr =    | 1,120.00        |
| Sub-Consultants |                     | <u>2,875.00</u> |
|                 | TOTAL               | \$19,780.00     |

Design Development

|                 |                     |                 |
|-----------------|---------------------|-----------------|
| Principal       | 125 hrs @ \$90/hr = | \$11,250.00     |
| Chief Draftsman | 80 hrs @ 45/hr =    | 3,600.00        |
| Draftsman       | 52 hrs @ 25/hr =    | 1,300.00        |
| Secretary       | 55 hrs @ 20/hr =    | 1,100.00        |
| Sub-Consultants |                     | <u>8,625.00</u> |
|                 | TOTAL               | \$25,875.00     |

Prepare Construction Documents

|                 |                     |                  |
|-----------------|---------------------|------------------|
| Principal       | 120 hrs @ \$90/hr = | \$10,800.00      |
| Chief Draftsman | 120 hrs @ 45/hr =   | 5,400.00         |
| Draftsman       | 112 hrs @ 25/hr =   | 2,800.00         |
| Secretary       | 200 hrs @ 20/hr =   | 4,000.00         |
| Sub-Consultants |                     | <u>11,500.00</u> |
|                 | TOTAL               | \$34,500.00      |

Prepare Bid Documents and Contract Award Administration

|                 |                    |                   |
|-----------------|--------------------|-------------------|
| Principal       | 16 hrs @ \$90/hr = | \$1,440.00        |
| Chief Draftsman | 18 hrs @ 45/hr =   | 810.00            |
| Draftsman       | 9 hrs @ 25/hr =    | 225.00            |
| Secretary       | 20 hrs @ 20/hr =   | 400.00            |
| Expenses        |                    | 5,000.00          |
| Sub-Consultants |                    | <u>1,450.00</u>   |
|                 | TOTAL              | <u>\$9,325.00</u> |
|                 | TASK TOTAL         | \$89,480.00       |



## Task 22: Engineering Design

Preliminary Civil Engineering: This sub-task will occur over two months. The senior engineer will spend an average of 20 hours per week on the project, with 40 hours per week of staff time.

|                          |                    |                 |
|--------------------------|--------------------|-----------------|
| Principal Engineer       | 10 hrs @ \$85/hr = | \$850.00        |
| Senior Engineer          | 160 hrs @ 67/hr =  | 10,720.00       |
| Licensed Land Surveyor   | 40 hrs @ 67/hr =   | 2,680.00        |
| Landscape Architect      | 20 hrs @ 67/hr =   | 1,340.00        |
| Senior Engineering Tech. | 30 hrs @ 47/hr =   | 1,410.00        |
| CAD Operator             | 225 hrs @ 52/hr =  | 11,700.00       |
| Sub-Consultant           |                    | <u>7,500.00</u> |
|                          | TOTAL              | \$36,200.00     |

Preliminary Landscape Design: This sub-task will occur over two months. The landscape architect will spend an average of 20 hours per week on the project, with 30 hours per week of staff time.

|                       |                   |                  |
|-----------------------|-------------------|------------------|
| Senior Engineer       | 20 hrs @ 67/hr =  | 1,340.00         |
| Landscape Architect   | 180 hrs @ 67/hr = | 12,060.00        |
| Senior Resource Spec. | 10 hrs @ 67/hr =  | 670.00           |
| CAD Operator          | 225 hrs @ 52/hr = | <u>11,700.00</u> |
|                       | TOTAL             | \$25,770.00      |

Design Finalization: This sub-task will occupy a one month period. The senior engineer and landscape architect will spend an average of 25 hours per week on this phase of the project, with 50 hours per week of staff time.

|                          |                    |               |
|--------------------------|--------------------|---------------|
| Principal Engineer       | 10 hrs @ \$85/hr = | \$850.00      |
| Senior Engineer          | 110 hrs @ 67/hr =  | 7,370.00      |
| Licensed Land Surveyor   | 20 hrs @ 67/hr =   | 1,340.00      |
| Landscape Architect      | 90 hrs @ 67/hr =   | 6,030.00      |
| Senior Engineering Tech. | 30 hrs @ 47/hr =   | 1,410.00      |
| CAD Operator             | 100 hrs @ 52/hr =  | 5,200.00      |
| Secretary                | 40 hrs @ 34/hr =   | 1,360.00      |
| Sub-Consultant           |                    | <u>500.00</u> |
|                          | TOTAL              | \$24,060.00   |

### Prepare Bid Documents and Contract Award Administration

|                       |                    |                   |
|-----------------------|--------------------|-------------------|
| Principal Engineer    | 10 hrs @ \$85/hr = | \$850.00          |
| Senior Engineer       | 10 hrs @ 67/hr =   | 670.00            |
| Landscape Architect   | 10 hrs @ 67/hr =   | 670.00            |
| Senior Resource Spec. | 10 hrs @ 67/hr =   | 670.00            |
| Secretary             | 40 hrs @ 34/hr =   | 1,360.00          |
| Office Aide           | 30 hrs @ 20/hr =   | 600.00            |
| Sub-Consultant        |                    | 500.00            |
| Expenses              |                    | <u>1,500.00</u>   |
|                       | TOTAL              | <u>\$6,820.00</u> |
|                       | TASK TOTAL         | \$92,850.00       |

**Task 23: Project Permitting** Assumptions included in the following budget are that project permitting will extend over a two month period. Staff will spend an average of 20 hours per week on this aspect of the project.

|                       |                    |               |
|-----------------------|--------------------|---------------|
| Principal Engineer    | 12 hrs @ \$85/hr = | \$1,020.00    |
| Senior Engineer       | 40 hrs @ 67/hr =   | 2,680.00      |
| Senior Resource Spec. | 50 hrs @ 67/hr =   | 3,350.00      |
| Landscape Architect   | 40 hrs @ 67/hr =   | 2,680.00      |
| Secretary             | 20 hrs @ 34/hr =   | 680.00        |
| Expenses              |                    | <u>750.00</u> |
|                       | TASK TOTAL         | \$11,160.00   |

**Task 24: Construction Management** Assumptions included in the following budget are that construction will occur over an eight month period - one month up front preparation, six months on site, one month close out.

Construction Contract Administration: Contract administration will extend over the entire eight month period (34 weeks). Staff will spend an average of 20 hours per week on this aspect of the project.

|                        |                    |               |
|------------------------|--------------------|---------------|
| Principal Engineer     | 30 hrs @ \$85/hr = | \$2,550.00    |
| Senior Engineer        | 60 hrs @ 67/hr =   | 4,020.00      |
| Landscape Architect    | 75 hrs @ 67/hr =   | 5,025.00      |
| Licensed Land Surveyor | 10 hrs @ 67/hr =   | <u>670.00</u> |
|                        | SUB TOTAL          | \$12,265.00   |

Construction Inspection

Resource Concepts, Inc.: Inspection will be necessary over the actual six month construction period (26 weeks). The inspector will spend an average of 20 hours per week on the project, with an additional 12 hours per week of support by the professional staff.

|                     |                   |                 |
|---------------------|-------------------|-----------------|
| Senior Engineer     | 60 hrs @ 67/hr =  | 4,020.00        |
| Landscape Architect | 75 hrs @ 67/hr =  | 5,025.00        |
| Inspector           | 400 hrs @ 42/hr = | 16,800.00       |
| Sub-Consultant      |                   | <u>3,000.00</u> |
|                     | TOTAL             | \$28,845.00     |

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|                 |                    |                    |
|-----------------|--------------------|--------------------|
| Principal       | 40 hrs @ \$90/hr = | \$3,600.00         |
| Chief Draftsman | 40 hrs @ \$45/hr = | 1,800.00           |
| Draftsman       | 15 hrs @ \$25/hr = | 375.00             |
| Secretary       | 75 hrs @ \$20/hr = | 1,500.00           |
| Sub-Consultants |                    | <u>4,000.00</u>    |
|                 | TOTAL              | <u>\$11,275.00</u> |
|                 | SUB TOTAL          | \$40,120.00        |

Surveying

|                        |                  |                 |
|------------------------|------------------|-----------------|
| Licensed Land Surveyor | 20 hrs @ 67/hr = | 1,340.00        |
| Two-Person Survey Team | 60 hrs @ 87/hr = | 5,220.00        |
| Expenses               |                  | <u>1,000.00</u> |
|                        | SUB TOTAL        | \$ 7,560.00     |

Materials Testing

|           |                   |                 |
|-----------|-------------------|-----------------|
| Inspector | 100 hrs @ 42/hr = | \$4,200.00      |
| Expenses  |                   | <u>1,000.00</u> |
|           | SUB TOTAL         | \$5,200.00      |

Post-Construction Services

Resource Concepts, Inc.

|                     |                  |                 |
|---------------------|------------------|-----------------|
| Senior Engineer     | 20 hrs @ 67/hr = | 1,340.00        |
| Landscape Architect | 20 hrs @ 67/hr = | 1,340.00        |
| Sub-Consultant      |                  | <u>1,000.00</u> |
|                     | TOTAL            | \$3,680.00      |

Eissmann-Pence

|                 |                    |                   |
|-----------------|--------------------|-------------------|
| Principal       | 10 hrs @ \$90/hr = | \$900.00          |
| Chief Draftsman | 10 hrs @ \$45/hr = | 450.00            |
| Sub-Consultants |                    | <u>300.00</u>     |
|                 | TOTAL              | <u>\$1,650.00</u> |
|                 | SUB TOTAL          | <u>\$5,330.00</u> |
|                 | TASK TOTAL         | \$70,475.00       |

Task 25: Project Management Assumptions included in the following budget are that Phase Two will extend over a sixteen month period and that approximately four hours will be required per week to attend to administrative matters.

|                       |                    |                 |
|-----------------------|--------------------|-----------------|
| Principal Engineer    | 20 hrs @ \$85/hr = | \$1,700.00      |
| Senior Engineer       | 165 hrs @ 67/hr =  | 11,055.00       |
| Senior Resource Spec. | 55 hrs @ 67/hr =   | 3,685.00        |
| Secretary             | 40 hrs @ 34/hr =   | <u>1,360.00</u> |
|                       | TASK TOTAL         | \$17,800.00     |

PHASE TWO TOTAL \$281,765.00

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# EXHIBIT D

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93-046

## AGREEMENT FOR CONSULTANT SERVICES

03 MAY 18 1993 18:30

This Agreement for Consultant Services is made and entered into this 13<sup>th</sup> day of May, 1993, by and between DOUGLAS COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to only as "County", and RESOURCE CONCEPTS, INC., hereinafter referred to only as "Consultant". BY [Signature] DEPUTY

WITNESSETH:

### 1. RECITALS

The County requires certain design, permitting, construction management, and consulting services to be performed for the Kahle Park Project in its Five-Year Parks 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, regarded, or desired, for and on behalf of the County. It is understood by both parties that the County may rename this park and that said new name will in no way alter the terms of this Agreement.

### 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 for Phase One as specified in the attached Scope of Services, Exhibit A, and related services as necessary to satisfy the intended purposes of this Agreement, and those services referenced and incorporated into this Agreement. Scope of Services for Phase Two will be established as an amendment to this Agreement at a future date.

### 3. TERM OF AGREEMENT

The contract documents, including the construction drawings and specifications, permit applications, bid phase services, and construction services shall be completed on a date mutually agreed upon according to the attached schedule, Exhibit B. This Agreement is effective until the work is completed, unless terminated earlier by either party as provided in Items 18 and 19. A time schedule for Phase Two will be established as an amendment to this Agreement at a future date.

### 4. DELAYS AND EXTENSIONS

In the event the Consultant is delayed in the performance of said services by circumstances beyond its control, it will be granted a reasonable adjustment to the completion date. All claims for adjustments in the schedule of completion shall be submitted to the County within ten (10) calendar days from the time of occurrence of the circumstances necessitating the adjustment, and must be agreed upon by the County in writing before taking effect.

RECEIVED

MAY 27 1993

DOUGLAS COUNTY PUBLIC WORKS

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Agreement-1

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307397

BK 0593PG3283

5. NOTICE TO PROCEED

The Consultant shall begin services as specified in this Agreement upon approval of this Agreement by the County Commissioners, receipt of required certificates of insurance by the Department of Public Works, and upon receipt of a Notice to Proceed from the Project Manager of the County. Both parties agree that on April 8, 1993, the Board of County Commissioners took action that allowed work to begin prior to the execution of this Agreement.

6. 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 the County. Therefore, 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 County employees, 4) participation or contributions by either the Consultant or the County to the public employee retirement system, 5) accumulation of vacation or sick leave, and 6) unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

7. 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.

8. COMPENSATION

The County will pay the Consultant a sum agreed upon for each task for satisfactory completion of services and related work tasks as indicated in Exhibit A, and other services referenced in this Agreement. Payment will be made within thirty (30) days of receipt and approval by the County of monthly progress reports and invoices. It shall be expressly understood and agreed to that in no event shall the total compensation and reimbursement, if any, exceed the sum which is set forth on the attached Exhibit C, nor shall progress payments for any work exceed the budgeted amount indicated in the tabular summary in Exhibit C for that particular work phase. Compensation for Phase Two will be established as an amendment to this Agreement at a future date.

Monthly Progress Reports and Invoices - Requests for progress payments shall be accompanied by appropriate invoice forms, a progress report, and shall include the project purchase order number. The invoice forms shall include a listing of the personnel hours and billing rates. In addition, the forms shall include the cumulative monies billed and paid to invoice date. Progress reports shall include a description of the work accomplished, problems experienced, upcoming work, budget status, and extra work carried out for the reporting period.

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BK 1093PG6156

Agreement-2

BK 0593PG3284

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.

9. EXTRA OR ADDITIONAL WORK

Consultant requests for extra or additional work must have prior written approval from the Project Manager before proceeding with any extra or additional work. Under certain conditions, where time may be critical in completing work, verbal approval may be given by the Project Manager followed by written approval. Failure to obtain written approval could result in the denial of payment for this work.

Before any work may commence, work considered to be extra shall be brought to the attention of the Project Manager, followed by a written Scope of Services within three (3) working days, and a preliminary cost and schedule to perform this work. This correspondence can also be used as the basis for County consideration for advanced authorization to proceed to the Consultant.

Within ten (10) working days of notifying the Project Manager of extra or additional work, the Consultant shall submit a detailed extra work order for approval. The proposal shall provide enough detail for the task, including personnel hours for each sub-task and a cost breakdown of the task to the degree that the Project Manager can analyze the elements of extra or additional work.

The Consultant shall keep all extra or additional work separate from the original Agreement. This includes accounting and submittal of invoices for extra or additional work in the same format as those used with the Agreement.

It is important to note that only the Project Manager is authorized to give approval to the Consultant to proceed with extra or additional work.

10. 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 by the County inapplicable, Consultant shall be entitled to compensation for services performed prior to receipt of notice.

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.

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BK 1093PG6157

Agreement-3

BK 0593PG3285

## 11. CONSULTANT ENDORSEMENT

Consultant shall provide an endorsement of all drawings, plans, maps, reports, specifications, and other instruments of service prepared by it or under its direction. Endorsement shall be evidenced by Consultant's signature, date, and professional registration stamp or seal issued to it by the State of Nevada.

## 12. 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 judgement 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 cost estimates prepared by it and submitted to the County, except that if the bid prices vary from the estimated price by more than ten percent (10%), Consultant shall revise the bid drawings and 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.

## 13. COUNTY RESPONSIBILITIES

A. County will provide Consultant with access to files and records during normal working hours with two (2) working days advance notice.

B. County will review and approve the preliminary and final construction drawings, specifications, other contract documents, bid schedules, and cost estimates, and provide Consultant with written comments within ten (10) working days after delivery to County.

C. County will respond to Consultant requests for information within ten (10) working days after receiving a written request from the Consultant, provided that Recreation and Parks Commission and/or Board of County Commissioners action is not required. If said action is required, County will schedule the item for Commission and/or Board action in a timely manner.

D. County will process monthly progress payments from Consultant according to a mutually agreed upon schedule.

E. County will assign a Project Manager to the project.

## 14. ADDITIONAL CONSULTANT RESPONSIBILITIES

A. Consultant shall use competent, licensed professionals and staff for design, construction management, inspection and testing services, and other consultant services under this Agreement.

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B. Consultant shall direct all project related communications and correspondence to the Project Manager assigned by the County.

C. Consultant shall confer with the County concerning design and placement of improvements. Consultant agrees to submit three (3) sets of plans and specifications to County prior to extensive reproduction of said documents. Consultant shall promptly revise all sections of the documents that do not meet the County's approval at no additional charge to the County. If revisions are for the purpose of changing the scope of services, said changes will be considered as additional or extra work subject to the provisions of Items 4, 9, and 10.

#### 15. INDEMNIFICATION

Consultant agrees to indemnify and hold the County, its officers, agents and employees harmless from any and all claims, causes of action, loss, or liability, financial or otherwise, resulting from the performance of this Agreement, or any negligent action, inaction, error of omission, or commission on the part of the Consultant, its employees, agents, or representatives 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 others under the direction or supervision of the Consultant, notwithstanding the form of the allegations against the County.

Design errors or omissions are the responsibility of the Consultant, including additional Consultant or contractor costs resulting from an error or omission.

#### 16. 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 (\$500,000.00) for Consultant. 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. 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 the County, an extended reporting period if available at the County's expense.

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

Certificates of coverage for all insurance required shall be issued to the County within ten (10) calendar 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) calendar days to be provided to the 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.

17. COMPLIANCE WITH IMMIGRATION AND NATIONALIZATION LAWS

Consultant shall ensure that all of its employees are in compliance with immigration and nationalization laws regarding eligibility requirements for working in the United States.

18. TERMINATION OF AGREEMENT FOR CAUSE

This Agreement may be terminated by the County on ten (10) calendar 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, pursue the project in a timely and professional manner.

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.

This Agreement may be terminated by either party upon ten (10) calendar 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.

19. 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

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obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

20. 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.

21. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, County shall be entitled to full ownership and use of all reports, studies, drawings, plans, specifications, photographs, documents, or other materials prepared by Consultant in the performance of its obligations under the terms of this Agreement and for which payment has been made. All of these materials shall be remitted to the County by the Consultant upon completion or termination of this Agreement. 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. Consultant shall not use, willingly allow, or cause to have these materials used for any purpose other than the performance of Consultant's obligations under this Agreement without the prior written consent of the County.

22. INSPECTION, EXAMINATION, AND AUDIT

All books, records, documents and accounting procedures and practices of the Consultant related to Consultant's performance of this Agreement are subject to inspection, examination, and audit by the County's Department of Public Works, Assistant County Manager, Auditor Recorder's Office, and District Attorney.

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23. NOTICES

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

Resource Concepts, Inc.  
340 N. Minnesota Street  
Carson City, NV 89703  
Fax (702) 883-1656

Notice to the County shall be addressed to:

Department of Public Works  
Douglas County  
P.O. Box 218  
Minden, Nevada 89423  
Fax (702) 782-9007

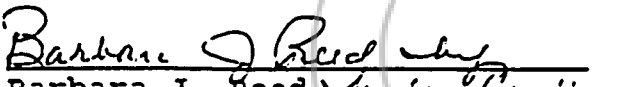
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DOUGLAS COUNTY, NEVADA

By: 

David G. Pumphrey  
Chairman, Board of County  
Commissioners

Attest:

  
Barbara J. Reed *Judicial Clerk*  
Clerk-Treasurer

Approved as to form:

  
Robert W. Story  
Chief Deputy District Attorney

RESOURCE CONCEPTS, INC.

By: 

Bruce Scott  
President

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EXHIBIT A

SCOPE OF SERVICES  
for  
KAHLE PARK, PHASE ONE

Douglas County and Resource Concepts, Inc. (RCI) have entered into an Agreement for consulting services for design, permitting, and construction management of the Kahle Park Project. The County consents to RCI's retention of Eissmann-Pence and Associates; Leigh, Scott and Cleary (LSC); and Gary Midkiff and Associates to assist RCI in the performance of services described in this exhibit. RCI shall be responsible for all coordination with Douglas County.

It is anticipated that Consultant services will be divided into two phases; Phase One leads to project definition and environmental review, while Phase Two addresses project design and construction. This Agreement is only for Phase One consultant services, although consultant services for Phase Two may be added in the future by an amendment to this Agreement.

PHASE ONE SERVICES

Phase One services include those tasks directed toward public involvement, park planning, environmental review, and the review of other matters as they relate to the park's planning and/or its environmental review. Phase One consists of nine tasks, and optional task 10, as described below.

Task 1. Project Scoping: The Consultant shall conduct project and agency scoping with the goal of defining the level of services to be provided in conjunction with the Kahle Park project. Scoping is required regarding park planning and design, environmental review, permitting, and construction related services.

Products associated with this task shall be a contract with Douglas County that documents the scope of services to be provided by the Consultant, and a detailed list of environmental issues that shall structure the environmental analysis.

Task 2. Deed Analysis: The Consultant shall review deeds and related documents, and prior contracts to determine whether or not restrictions are present that affect the manner or extent of development that may occur on the project area. This task shall include preparation of a chain of title and a preliminary title report for the Kahle Park parcel. Stormwater detention facilities present on site were constructed using grant fund. Conditions of those grants shall be reviewed to determine whether or not they represent constraints to site development.

Results of this task shall be reported in the status report identified as part of Task 4. Recommendations regarding necessary County actions, if any, shall be provided as a part of that report.

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Task 3. Stormwater Treatment Review: In conjunction with park planning activities, the Consultant shall provide a conceptual analysis of stormwater treatment opportunities, both on and off-site. This shall require a thorough review of water quality goals identified in the draft Kingsbury Area Community Plan, existing stormwater treatment facilities in the general project area, and an examination of possible treatment methods and locations. As part of its review, the Consultant shall coordinate with the County, TRPA, the Nevada Department of Transportation, and other relevant groups.

Products associated with this task shall be data regarding existing on-site facilities and other systems in the immediate vicinity, a listing of Douglas County and TRPA goals regarding stormwater treatment, and alternate conceptual plans of treatment systems.

Task 4. Project and Site Analysis: The purpose of Task 4 is to determine the level and type of development that can be supported on-site. Park planning specialists with RCI and Eissmann-Pence shall determine the park's service area and conduct land use, facilities requirement, site, and usable area analyses. These analyses shall be sufficient to identify constraints that will affect the nature or extent of likely site development. In anticipation of Task 5, the Consultant shall conduct an open house on behalf of the Recreation and Parks Commission. The goal of the open house shall be to provide information to the public regarding its role in the project planning process and introduce agency personnel to the project site.

Products associated with this task shall be the open house and a status report to the County documenting results of the analyses listed above.

Task 5. Program Development: The purpose of Task 5 is to determine the types of recreation facilities the County and the public see a need for in the service area. The Consultant shall identify recreation needs considered pertinent by the County and local interest groups, and shall conduct a questionnaire style survey directed at registered voters in the Lake portion of the County. The survey shall be directed at documenting existing recreational patterns and identifying perceived facility needs. Once results of the needs analyses are available, the Consultant shall conduct a public workshop. The intent of that workshop shall be to review the site (Task 4) and needs analysis information, and to seek public input on the direction of the planning process. The Consultant shall take into consideration a holistic approach to satisfying diverse recreational needs of Douglas County residents in the Lake Tahoe area.

Products associated with this task shall be the needs survey, the public meeting, and a status report to the County documenting results of the above listed activities.

Task 6. Development of Alternatives: The Consultant shall develop a maximum of three alternative park plans to be analyzed in the environmental document. Once the alternatives have been reviewed by the County, the Consultant shall conduct a second public workshop. The intent of that workshop shall be to review

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the alternative site plans and seek public input on the direction of the planning process.

Products associated with this task shall be the alternative park plans, the public meeting, and a status report to the County documenting results of the above listed activities.

Task 7. Conceptual Master Plan Development: The purpose of Task 7 is to refine and synthesize information developed during previous tasks into a cohesive report. The Consultant shall refine the identified alternatives based on results of the second public workshop. The Consultant shall then prepare a park master plan, conduct a cost analysis, and prepare a design report.

The product associated with this task shall be a design report that summarizes the above listed activities. As part of the design report, the Consultant shall recommend to the County which of the alternatives it considers to be the preferred alternative. The Consultant shall submit the park master plan and the design report to the County for its review and approval; both the Recreation and Parks Commission and the Board of County Commissioners must approve the reports.

Task 8. Environmental Document Preparation: The Consultant shall conduct an environmental review of the Kahle Park project based on a list of issues negotiated between the Consultant, Douglas County, and TRPA (and the US Forest Service, as necessary). That document shall review a maximum of four alternatives (one of which is a no-action alternative) and shall be in the form of an environmental assessment as defined by the TRPA Code of Ordinances and associated documents.

Products associated with this task shall be a traffic study conducted by LSC, an archaeological study, a biological evaluation, and a draft and a final environmental document.

Task 9. Project Management: Project management functions during Phase One shall be administered by RCI. These management efforts shall include ongoing coordination of work activities within RCI, coordination with Douglas County, and the review of activities carried out by the firms RCI retained. Ongoing communications shall be maintained with Douglas County to ensure that all elements of the design and environmental document are acceptable and as envisioned.

(Optional Task 10) Discretionary Costs: The extent of the environmental document shall be determined, in part, by the nature of the alternatives selected for analysis as part of the park planning process. Activities and costs identified in Task 8 reflect two assumptions: a document of moderate intensity and a focused agency review. If the alternatives selected cause the environmental document to increase in complexity, or if the nature and extent of agency and/or public review increases, then Task 8 will need to be augmented. If the Consultant identifies such a need, it shall notify the County in the manner described in Section 9 of the Contract entitled "Extra and Additional Work." The Consultant shall not begin any such additional work without prior written notification from the County.

Also, three activities are identified as tentative: a challenge to the TRPA land capability verification, the need of a wetlands delineation, and goshawk mitigation planning. The possible need for a Corps of Engineers 404 permit is not included as a discretionary cost task. If such a permit is required, it will be addressed as an add-on task. Whether or not the Consultant shall need to pursue one or more of these activities will depend on the results of other project activities. If the Consultant identifies such a need, it shall notify the County in the manner described in Section 9 of the Contract entitled "Extra and Additional Work." The Consultant shall not begin any such additional work without prior written notification from the County.

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EXHIBIT B

PROJECT SCHEDULE  
for  
KAHLE PARK, PHASE ONE

A completion date is assigned below for the completion of each task.

|   |                   |
|---|-------------------|
| Task One - Scoping                              | June 4, 1993      |
| Task Two - Deed Analysis                        | June 4, 1993      |
| Task Three - Stormwater Treatment Review        | June 4, 1993      |
| Task Four - Site Analysis                       | June 11, 1993     |
| Task Five - Program Development                 | July 16, 1993     |
| Task Six - Alternatives Development             | August 6, 1993    |
| Task Seven - Master Plan Preparation            | September 3, 1993 |
| Task Eight - Environmental Document Preparation | October 15, 1993  |
| Task Nine - Project Management                  | November 15, 1993 |

TASK Ten - Discretionary Tasks will be assigned intermediate completion dates agreed to by both parties.

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EXHIBIT C

PROJECT COSTS  
KAHLE PARK, PHASE ONE

The following table provides a description of Phase One professional service fees associated with project Tasks 1 through 9, and optional Task 10.

PHASE ONE

|   |                  |
|---|------------------|
| Task 1: Project Scoping . . . . .               | 16,145.00        |
| Task 2: Deed Analysis . . . . .                 | 2,797.50         |
| Task 3: Stormwater Treatment Analysis . . . . . | 11,182.00        |
| Task 4: Project and Site Analysis . . . . .     | 11,836.00        |
| Task 5: Program Development . . . . .           | 21,048.00        |
| Task 6: Development of Alternatives . . . . .   | 16,497.00        |
| Task 7: Conceptual Master Plan . . . . .        | 17,050.00        |
| Task 8: Environmental Document                  |                  |
| 8a: Data Collection . . . . .                   | 47,837.00        |
| 8b: Draft Preparation . . . . .                 | 30,084.00        |
| 8c: Final Preparation . . . . .                 | 15,376.00        |
| Task 9: Project Management . . . . .            | <u>13,602.00</u> |
|   | Subtotal         |
|   | \$203,454.50     |

|  |                  |
|--|------------------|
| Task 10: Discretionary Tasks . . . . . | <u>46,115.00</u> |
|  | PHASE ONE TOTAL  |
|  | \$249,569.50     |

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

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SUZANNE BEAUDREAU  
RECORDER

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**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: May 18, 1993  
B. Rios Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By C. M. [Signature] Deputy

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COPY

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

**SEAD**  
**CERTIFIED COPY**

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

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DATE: October 29 1993  
B. Reed Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

SUZANNE BEAUDREAU  
RECORDER

\$ 0 PAID kg DEPUTY By Carroll M. Hullock Deputy

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