

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

2004 JUN 30 AM 9:28

WERNER CHRISTEN  
RECORDER

\$ Bl PAID Bl DEPUTY

Assessor's Parcel Number: N/A

Date: JUNE 28, 2004

Recording Requested By:

Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

CONTRACT #2004.139

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)  
*This cover page must be typed or legibly hand printed.*

0617508

BK0604PG14628



**WATRY DESIGN, INC.**

FILED

NO. 2004-139

2004 JUN 28 AM 9:31

BARBARA REED  
CLERK

*[Signature]*  
DEPUTY

SHORT-FORM CONTRACT

RECEIVED

JUN 11 2004

DOUGLAS COUNTY  
COMMUNITY DEVELOPMENT

June 10, 2004

Mr. Ron Roman  
Douglas County  
Community Development Department  
1594 Esmeralda Avenue  
Minden, NV 89423  
Phone (775) 781-6239  
Fax (775) 782-9007

RE: City of Minden Parking Structure Studies  
WDI Job #04041.111

Dear Mr. Roman:

We would be pleased to assist you in the preliminary development of parking layouts for the site located on Mono Avenue in back of the County office building. We will look at several options on a time and materials basis according to the enclosed Terms and Conditions. The professional charges to you for this work should not exceed \$8,500, plus reimbursable expenses based on the scope provided below. If it appears that the requested scope would cause us to exceed this amount we will provide a notification to you prior to proceeding.

The scope of this work includes:

1. Review of City data, including site plan, City parking requirements, and Cad files provided by the City.
  2. Preliminary parking plans to see what type of parking would be most efficient for that area, keeping in mind the new office complex and plaza as well as the adjacent residential areas.
  3. Preliminary building section to show the ramping system.
  4. Preliminary elevations.
  5. WDI will do preliminary cost estimates to determine relative costs per stall.
  6. WDI will provide a comparison matrix of each option that will show efficiency and cost comparisons.
  7. WDI will assist the City in choosing an option.
  8. WDI will attend one meeting in Minden to go through the options.
- \*Parking study is an outline of footprint with rough area calculation and approximate stall count.

If this Short-Form Contract is acceptable, please indicate by signing below and initialing the terms and conditions. We can start our work upon receiving an executed version of this Short-Form if appropriate, or upon an agreed to date. A fax copy is acceptable, but the signed original needs to be returned to our office. If additional work, reports, or meetings are required, additional fees will be requested. This proposal is valid for ten days.

Very truly yours,

WATRY DESIGN, INC.

*Heather Horne*

Heather Horne  
Project Manager  
cc: Principals & Accounting  
Enclosure  
HH/hh

Accepted by: *[Signature]*  
Title: Bob Nunes Dir. Comm. Dev.  
Date: 6/14/04

0617508

BK0604 PG 14029  
BK0604 PG 14629

**WATRY DESIGN, INC.**  
**TERMS AND CONDITIONS, SIMPLIFIED**



- 1.1 We'll do the work.
- 1.2 You'll provide the necessary information and decisions.
- 1.3 Our billing rates range from \$60 to \$200 an hour.
- 1.4 We'll send you an invoice around the beginning of the month.
- 1.5 We'll charge you extra for any changes to our work.
- 1.6 A 10% handling charge will be added to the reimbursable expenses.
- 1.7 We are providing a service and own the documents produced. The Client may request copies for a period of 10 years. After that time, original documents may be discarded.
- 1.8 You'll pay us in 30 days.
- 1.9 This SHORT-FORM CONTRACT is between you and us.
- 1.10 With 10 days notice either of us can quit.
- 1.11 You take care of your own liability.
- 1.12 Our total liability to you shall not exceed our total fee.
- 1.13 We will use a reasonable standard of care to interpret the codes and laws.
- 1.14 If we get into a disagreement, we'll mediate.
- 1.15 If you don't sign the SHORT-FORM CONTRACT and mail or fax it within 10 days of its date, it no longer is good.
- 1.16 That's it. No changes unless in writing by everyone concerned.

- 1.4 Fees for professional services and reimbursable expenses shall be billed monthly. Invoices shall be for work and expenses performed or incurred during the month prior to the date of invoice for the defined scope of work.
- 1.5 Revisions and additions: Fees are based upon the time estimated to complete the services described. Any revisions or additions to the services described will be identified at the time of change and will be billable as additional services above and beyond quoted amounts at the stated hourly rates. Such additional services will include, but will not be limited to: changes in the extent or increased complexity of any elements of the project, changes made by the client after an approval has already been made for a specific stage of work, or specific requests for services outside of the SHORT-FORM CONTRACT scope.
- 1.6 Reimbursable Expenses: Including transportation associated with the project (mileage, parking); out of town travel (airfare, hotel, car rental), the costs of printing, typography, delivery, photography, models and renderings shall be billed by Watry Design, Inc. at cost plus 10%.
- 1.7 All drawings and files are instruments of service and remain the property of Watry Design, Inc. The Client may request copies for a period of 10 years. After that time, original documents may be discarded.
- 1.8 Payment: All invoices are payable, net, within 30 days of the date of the invoice. A service charge of 1.5% per month will be added to all outstanding accounts over 30 days old.
- 1.9 Assignment: Neither the client or Watry Design, Inc. shall assign or transfer their interest in this SHORT-FORM CONTRACT without the written consent of the other.
- 1.10 Termination: Either party may terminate this agreement after giving ten working days written notice to the other. In the event of termination of this SHORT-FORM CONTRACT, Watry Design, Inc. shall be paid in full for all time and reimbursable expense committed and incurred up to the date of termination.
- 1.11 The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject

of this Agreement. The Design Professional is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

- 1.12 In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional shall not exceed the total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- 1.13 Watry Design, Inc. will use our reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. Watry Design, Inc., however, cannot and does not warrant or guarantee that the Owner's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- 1.14 In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 1.15 Validity of SHORT-FORM CONTRACT: This SHORT-FORM CONTRACT is valid for a period of 10 days. If Watry Design, Inc. does not receive a signed copy within 10 days of the date of this SHORT-FORM CONTRACT, Watry Design, Inc. reserves the right to revise the figures quoted.
- 1.16 Entire Agreement: These terms and conditions along with the description of services and fees represent the entire agreement between the client and Watry Design, Inc. This SHORT-FORM CONTRACT cannot be changed or modified unless done so in writing and signed by all parties.

**STANDARD TERMS AND CONDITIONS**

- 1.1 Project Initiation: Watry Design, Inc. will execute the scope of work described in our SHORT-FORM CONTRACT in accordance with these terms and conditions.
- 1.2 Client Representative: The client shall appoint a representative to act on their behalf, with the authority to provide or obtain any necessary information and approvals that may be required by Watry Design, Inc.
- 1.3 Hourly Rates: The hourly rates on which this SHORT-FORM CONTRACT has been estimated, and at which any additional services will be charged are:

Senior Consultant	\$200
Consultant	\$170
Principal	\$165
Sr. Project Mgr.	\$140
Project Manager	\$130
Asst. Project Mgr.	\$120
Senior Job Captain	\$120
Job Captain	\$115
Senior Designer	\$100
Staff Designer	\$95
Project Administrator	\$80
Administrator	\$60

WDI Initial                     

Client Initial                     

0617508

BK0604PG14530

COPY

SEAL

**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.

DATE: June 28, 2004  
B. Reed Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By Chloe M. Colby Deputy

0617508

BK0604PG14631