

Assessor's Parcel Number: N/A

Date: MARCH 17, 2011

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 0.00
BK-0311 PG-3559 RPTT: 0.00



CONTRACT #2011.050
(Title of Document)

FILED

CONTRACT FOR PROFESSIONAL SERVICES # 2011 OSD

BETWEEN
DOUGLAS COUNTY, NEVADA
P.O. BOX 218
MINDEN, NV 89423
(775) 782-9821
"COUNTY"

2011 MAR 17 AM 9:34

TEJ THIRAN
CLERK
[Signature]
DEPUTY

AND
DESIGN WORKSHOP
128 MARKET ST, STE 3E
STATELINE, NV 89449
(775) 588-5929
"CONTRACTOR"

WHEREAS, Douglas County, (hereafter "County") is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, Douglas County desires to employ an independent contractor to provide design of a premiere trail from Wally's Hot Springs to the Town of Genoa to the River Fork Ranch; and

WHEREAS, it is deemed that the professional services of DESIGN WORKSHOP (hereafter "Contractor" or DW) herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that they are experienced, duly licensed, qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract will be effective upon approval and signature by Contractor and the Douglas County, County Manager. Time is of essence for performance of the professional services described herein. The term of contract shall run from 15th March 2011, through 30th April 2011. This Contract may be extended for additional one-month periods, provided that both parties agree in writing, attached as an Amendment to this Contract. If extended, all provisions of this Contract remain in effect.

2. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 333.170 (formerly 284.173), as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County:

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

3. INDUSTRIAL INSURANCE.

A. Unless Contractor complies with paragraph B, below Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with Nev.Rev.Stat. §616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

DESIGN WORKSHOP has entered into a contract with Douglas County to perform work from 15th March 2011, through 30th April, 2011, and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 616.280 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, immediately order the Contractor to stop work, suspend the contract or terminate the contract. For each six-month period this contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to immediately stop work and may immediately suspend or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

- 1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of Chapters 616A to 616D, inclusive, of NRS; and
- 2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed by Contractor are as follows:

The Contractor will conduct preliminary investigations into the Wally – Genoa – RFR premiere trail. The detailed services that the Contractor will provide and the estimated timeframes for accomplishing those services are set forth in Exhibit A (attached). The Contractor will not start a task, as detailed in Exhibit A, without County authorization.

5. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph 4 at a cost not to exceed \$6,400. The County shall make payments each month during the contract period, based on Contractor providing an invoice by the 10th day of each month. The specific rates for Contractor’s services is set forth in Exhibit A. The Contractor will not start a task, as detailed in Exhibit A, without County authorization. The County will be responsible for directly paying all application, review, noticing and recording fees assessed/required by local agencies.

6. CONFLICT OF INTEREST. By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify Douglas County of any other contracts or projects they are working on that may impact Douglas County.

7. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County, unless the contract is terminated pursuant to paragraph 6.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share for the senior judge and any other related court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting

agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County. All documents or any other materials prepared by the Contractor under this contract become the sole property of Douglas County and must be delivered to Douglas County. Douglas County has the absolute right to use any materials prepared under this Contract for whatever purpose they may so desire.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to paragraph 15), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of or connected with work performed under this Agreement resulting from any negligent acts, errors or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.


16. **NON APPROPRIATION OF FUNDS.** All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

17. **AUTHORITY.** The parties represent and warrant their authority to enter into this agreement.


18. **STANDARD OF CARE.** Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

19. **THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party, against either Contractor or County.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


On behalf of and with authority to sign for: 3/14/11
DESIGN WORKSHOP (date)

Printed Name & Title: STEVE NOLL, PRINCIPAL


T. Michael Brown, County Manager 3/10/11
Douglas County (date)

AN: 606-655-533-817

EXHIBIT A
WALLY- GENOA- RIVER FORK RANCH
TRAIL
Preliminary Investigation

PROJECT DESCRIPTION

Douglas County in collaboration with the Town of Genoa, NDOT and TNC are proposing a new premiere bicycle/pedestrian trail from Wally's Hot Springs Resort along Foothill Road (Route 206) and then continue down Genoa Lane to the River Fork Ranch which is owned by The Nature Conservancy (TNC). The majority of the Trail will be within the Nevada Department of Transportation (NDOT) right of way yet some may be within the TNC property or on USFS property.

PROJECT UNDERSTANDING

It is our understanding that the following items have been completed or will be performed by others. In the event this is not the case, adjustments to the scope of work will occur to include these services.

- Topographic field surveys are available at two foot contour intervals and include property lines/ ownership, easements, utilities and drainage facilities
- Soils/Geotechnical reports are available for construction document purposes
- The trail alignment provided by the County has received public review and support and this effort is focused on providing refinement to the alignment and aesthetic improvements for review by the public. One public meeting is anticipated.
- Site lighting/ electrical engineering is not proposed as part of this proposal

SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare design concepts and construction documents for a premiere separated bicycle/ pedestrian trail. 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) and Resource Concepts Inc. (RCI) in connection with this agreement is as follows:

Task One. Project Start-Up

This phase of the work is to develop a thorough understanding of the work that has been completed to date, become familiar with the site, and develop a preliminary understanding of client's expectations.

The specific tasks to be completed are as follows:

1. Review with County staff all pertinent codes, current entitlements, and conditions of approval, which may impact the site development concepts.
2. Meet with the client to review project goals, define the roles and responsibility of

- the project team, including the consultants retained by the client.
3. Determine the target site improvement budget with the client.
 4. Review the geotechnical report and topographic survey.
 5. Visit the site to become familiar with the site conditions such as soils, slopes, views, and context surrounding the site. Field-verify survey information, including the limits of existing improvements.

The following products will be prepared/delivered:

1. Meeting notes and written documentation of specific research topics.
2. Project schedule/work plan.

SCHEDULE

It is our understanding that the goal is to try to get the trail from Wally's to Genoa completed before Candy Dance. At the project Kick off meeting a final schedule will be prepared with the County.

YOUR INVESTMENT

1. Basic services
Task One Project Start-up \$ 6,200.00
2. Reimbursable Expenses
In addition to our fees and services, we charge for project expenses incurred on your behalf. These typically include such items as travel, photography, telephone charges, video conferencing and reproduction. We invoice these expenses at cost plus ten percent (10%) for administrative processing and handling.
\$ 200.00

Total Fees to not exceed \$6,400

PAYMENT TERMS

1. We will send an invoice by the 10th of each month for the percentage of the work completed in the previous month.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month with specific descriptions of the services performed and expenses incurred in the previous month. Invoices are payable within 30 days of the date of billing.



BK- 0311
PG- 3567

COPY

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: March 17, 2011
Utason Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Christy Gulick Deputy