

Assessor's Parcel Number: N/A

Date: JULY 12, 2018

Recording Requested By: \_\_\_\_\_

Name: SCOTT MCCULLOUGH, CO MANAGER'S OFC

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

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

Real Property Transfer Tax: \$ N/A



00076170201809166720140141

KAREN ELLISON, RECORDER

**CONTRACT #2018.152**

(Title of Document)

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN  
DOUGLAS COUNTY  
PO BOX 218  
MINDEN NV 89423  
("COUNTY")

AND

TATE SNYDER KIMSEY ARCHITECTS  
225 SOUTH ARLINGTON AVENUE  
RENO NV 89501  
("CONTRACTOR")

FILED  
2018.7.15.2  
2018 JUL 12 PM 12:27  
DOUGLAS COUNTY  
CLERK

WHEREAS, Douglas County is a political subdivision of the State of Nevada, and from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal 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 shall not become effective until and unless approved by both parties.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, 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;
- (2) Industrial insurance coverage provided 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 employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (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 the Contractor complies with ¶ 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 NRS § 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:

TATE SNYDER KIMSEY ARCHITECTS has entered into a contract with Douglas County to perform work relating to the old Senior Center located at 2300 Meadow Lane, Gardnerville and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 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  
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, 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 stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that it 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 personal services to be performed by Contractor are specified in the Proposal attached hereto as Exhibit 1 to perform Architectural Design Services for the remodel of the old Senior Center located at 2300 Meadow Lane, Gardnerville

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional services set forth in ¶ 4 at a cost not to exceed **\$81,000.00** Unless Contractor has received a written exemption from the County, Contractor shall be paid in full only upon completion of all of the Services set forth in ¶ 4 and after a satisfactory final inspection of the work is completed by Douglas County

**6. NON APPROPRIATION.** All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**7. CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada.

**8. 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.

**9. ASSIGNMENT.** Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**10. 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.

**11. DISPOSITION OF CONTRACT MATERIALS.** 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 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. Unless the County has requested remittance and delivery by Contractor of the items. 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.

**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, 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.

**13. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability, including attorneys fees, expert fees, and other costs, arising from the performance of this contract by Contractor or Contractor's agents or employees.

**14. 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.

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

**CONTRACTOR: TSK Architects**

By: Pat Pusich

Printed Name: PAT PUSICH

Title: PRINCIPAL

Date: This 7<sup>th</sup> day of JUNE, 2018

**OWNER: DOUGLAS COUNTY**

By: [Signature]  
Steve Thaler, Chairman

Date: This 21<sup>st</sup> day of June, 2018

**ATTEST:** Kathy Lewis  
Kathy Lewis, Clerk-Treasurer



4 June 2018

Scott McCullough, Project Manager  
Douglas County Manager's Office  
1594 Esmeralda Avenue  
P.O. Box 218  
Minden, NV 89423  
P. 775-790-5212  
E. [smccullough@douglasnv.com](mailto:smccullough@douglasnv.com)

**RE: Douglas County Social Services Division – Renovation of Sr. Services Building.  
2300 Meadow Lane, Gardnerville, NV 89410  
Architectural Concepts through Construction Admin.**

Dear Scott,

Thank you for reaching out to TSK to pursue the next phase of the renovation of the Douglas County Senior Services Building for conversion to the Douglas County Social Services Division. The existing building is fronted by Lampe Park and has been vacant for a number of years with its last use being the Douglas County Senior Service Center. TSK provided Concept Plans and Elevation studies in 2016 for a significant renovation and additions with the projected costs for the 2016 project at approx. 3.0M. 2016 efforts indicated a project of 5,100 s.f. existing building renovation and 3,600 s.f. of additions for a total of approximately 8,700 s.f. proposed Social Services Building.

The construction budget for a 2018 renovation as noted by Douglas County is \$900,000 so we understand the current project will need to have a significantly reduced scope in terms of project square footage as well as reduced finishes and systems to meet this 2018 budget. We understand the project may be a CMAR delivery, which is recommended due to complexity of project, and need to maximize budget.

**TSK summary of possible construction costs based on discussed budgets:  
(No drawings or engineering completed at this time)**

5,100 s.f. existing	\$120 psf renovation costs	\$612,000
750 s.f. addition	\$250 psf. Addition costs	\$187,500
	<u>Construction Contingency (10%)</u>	<u>\$90,000</u>
Subtotals TSK		\$889,500 (excludes site or parking lot work)

CMAR to confirm Renovation Costs PSF and Addition Costs PSF.  
AE fees will be set to coordinate with this \$900,000 construction budget.

**Proposed Project Engineering Team:**

- Structural Engineering: Forbes Linchpin Engineering, 688 S. Rock Blvd., #14, Reno, NV 89502
- Mechanical/Plumbing: CR Engineering, 5434 Longley Lane, Reno, NV
- Electrical Engineering: JP Engineering, 10597 Double R Blvd, Reno, NV
- Civil Engineering: Excluded, can be retained as add service if needed.
- Landscape Architecture: Excluded, can be retained as add service if needed.

## **1. Existing Building Observations:**

The existing building is comprised of two buildings of approximately 5,100 s.f. total. There is exterior connecting freezer unit that is understood to be removed. There are two temporary modular buildings with temporary wooden walkways to access each. Both modular buildings and their access walks are not expected to remain.

- a. Building looks to be comprised of a main building with 2-3 additions. All with sprinklers.
- b. Building is wood framed and elevated wood floor framing.
- c. Existing Main Entry Point to remain.
- d. Owners note that other than structural walls all existing interior walls may be removed.
- e. Kitchen will be removed. Existing restrooms maybe removed if needed but would need new fixtures and finishes.
- f. Building has existing sprinklers.
- g. Add a Social Services Small Dumpster Location at Southeast Side... Records are shredded and not public.
- h. Provide LED wall pack lights to illuminate adjacent areas. (cut off fixtures)
- i. Abandon/Demo the existing outlets as they were for Senior Services Vehicles that are at DCCC.
- j. Add a new "Social Services" sign on post out in front of renovated building. Not on building.

### **If budget allows:**

- a. Consider additional daylighting for the building with additional windows, skylights, etc....
- b. Exterior doors and windows can be relocated if it helps with the operations flow on the inside.
- c. Provide all new Mechanical, Plumbing, and Electrical systems.
- d. Existing aluminum siding may be removed and replaced with a residential grade wood siding. Recommendation from Owner was Cedar siding to match closer to the neighborhood. Delete exterior faux shutter.
- e. Continue the existing concrete gutter to the south when new paving is provided.

## **2. Existing Site Observations:**

The existing site and parking is used by the building occupants as well as users of nearby Lampe Park with parking currently consisting of paved and gravel parking lots.

- a. 6 ADA spaces, 45 standard parking spaces, and 1 loading zone parking space
- b. 1 CMU trash area. 3- Temporary storage sheds.
- c. The northern half of the building is currently surrounded by lawn and the southern half is surrounded by concrete walks and roadway/parking.
- d. Existing grease interceptor will be removed or worse case emptied and filled with sand.

### **If budget allows:**

- a. If budget allows, the parking area may be revised to include paved parking where the gravel areas are.
- b. Parking lot lighting may need to be provide for after house pubic and staff parking areas.
- c. Social Services Staff lot should provide for at least 3 County Vehicles. (2 for Social Services and 1 Public Guardian vehicles.)

**Fees and Schedules as follows:**

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**A. Project Assumptions:**

- No Budget has been provided at this time.
- As Built Drawings for Architectural or any of the Engineering Disciplines are not available.
- Project Utilities are adequate or to be addressed at later date by DC.
- Hazardous Materials if present to be addressed by DC.
- CVSC/County to retain Electrical and Mechanical/Plumbing Engineers Directly.

**B. Process to analyze proposed needs and develop updated building concept plan.**

- Review 2016 program and plan layout with Departments to confirm relationships and opportunities for additional efficiencies.
- Develop new proposed building configuration with the departments.

**C. Work Schedule and Deliverables:** TSK will provide as a final product an 11x17 bound tabbed booklet with Department Narratives and tabular data for employees, room sizes, finishes, required adjacencies, equipment and MPE system needs. Design drawings will show demolition floor plans and proposed concept floor plans, demolition elevations and proposed elevations, and a per square foot construction cost estimate.

Update Concept Plans	4 weeks (2 as-built & 2 CAD)
Schematic Design Phase	4 weeks
Owner Review & Costing	1 week
Design Development Phase	6 weeks
Owner Review & Costing	1 week
Construction Documents Phase	10 weeks
Owner Review and Costing	2 weeks
Permitting Phase	4 weeks
Bidding Phase	4 weeks
Construction Administration Phase	24 weeks
<hr/>	
Project Duration	60 weeks total

**D. Fee Schedule:**

**TSK proposes to base the AE fees as a % of Construction with a total fee of 9.0%.**

**(\$900,000 x 9.0%) = \$81,000**

<b>Architecture</b>	<b>5.00%</b>	<b>\$45,000</b>	<b>Includes total of 6 site visits</b>
<b>Structural</b>	<b>0.75%</b>	<b>\$6,750</b>	<b>Includes total of 1 site visit</b>
<b>Mechanical</b>	<b>1.75%</b>	<b>\$15,750</b>	<b>Includes total of 2 site visits</b>
<b>Electrical</b>	<b>1.50%</b>	<b>\$13,500</b>	<b>Includes total of 2 site visits.</b>
Civil (Not Included)			
Landscaping (Not Included)			
<hr/>			
<b>Subtotals:</b>	<b>9.00%</b>	<b>\$81,000</b>	

If construction budget evolves to be greater than the identified \$900,000 the AE team understands, percentages will be applied increases in budget.



- E. **Provided Documentation:** TSK to provide the following print sets at each milestone.
- 2 sets each at: Concept Design, Schematic Design, Design Development, 75% CD's
  - 4 sets at: Permitting Phase.
  - PDF Files at each Phase and for Record Drawings.
- Additional requested sets can be provided as an additional cost.
- F. **Reimbursable Expenses:** Additional Site Trips beyond the included site trips by the AE team beyond those noted as basic services above will be provided as an additional service. All additional site trips are to be pre-approved by Douglas County in writing prior to proceeding. Expenses shall be for the direct cost of the items with no mark ups. These costs will be submitted monthly with invoice support information included.
- G. **Exclusions:**
- a. Architectural: Significant changes to the roofline or additions greater than 1,000 s.f.
  - b. Structural: Significant structural revisions to the existing building roof and existing building lateral system are excluded. Primary relocation of existing minimal doors/windows openings are accounted for in the building renovation. Limited skylight additions that do not affect the diaphragm requirements.
  - c. Mechanical: Existing Main Mechanical Systems Remain and primary work focused on ducting revisions and exhaust from new restrooms. New Mechanical Units
  - d. Plumbing: Existing kitchen is removed and capping these utilities. Existing Restrooms are renovated in their entirety. New Plumbing Changes are focused in close or adjacent locations.
  - e. Electrical: Proceed with the understanding that main power feeds /transformer/panels are adequate for new work. Power and Lighting design are primary scope items. Fire Alarm Design, Fire Suppression System design are excluded and design/build by subcontractors.

Again, we appreciate the opportunity to present our proposal and we look forward to working with you, and the Douglas County Social Services staff on this needed and beneficial project!

Please feel free to call me if you have any questions and we can discuss this further.

Sincerely,



Pat Pusich, AIA / TSK Architects

ACCEPTED AND AGREED: TSK Architects is hereby authorized to proceed with this scope of work for the fixed fee defined above.

\_\_\_\_\_  
Douglas County Authorized Agent

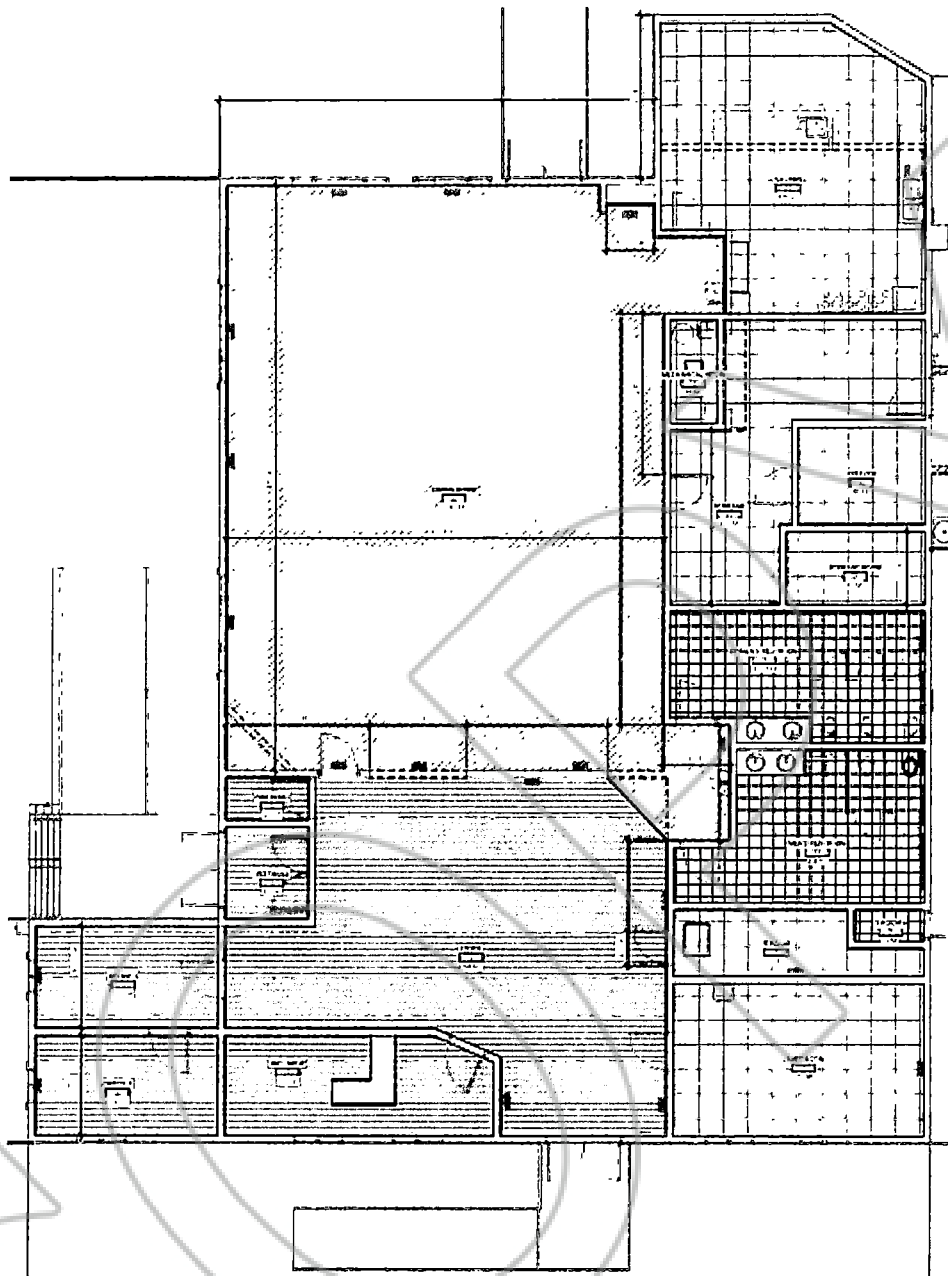
\_\_\_\_\_  
Date

tsk architects 225 south arlington ave., suite b., reno, nevada 89502

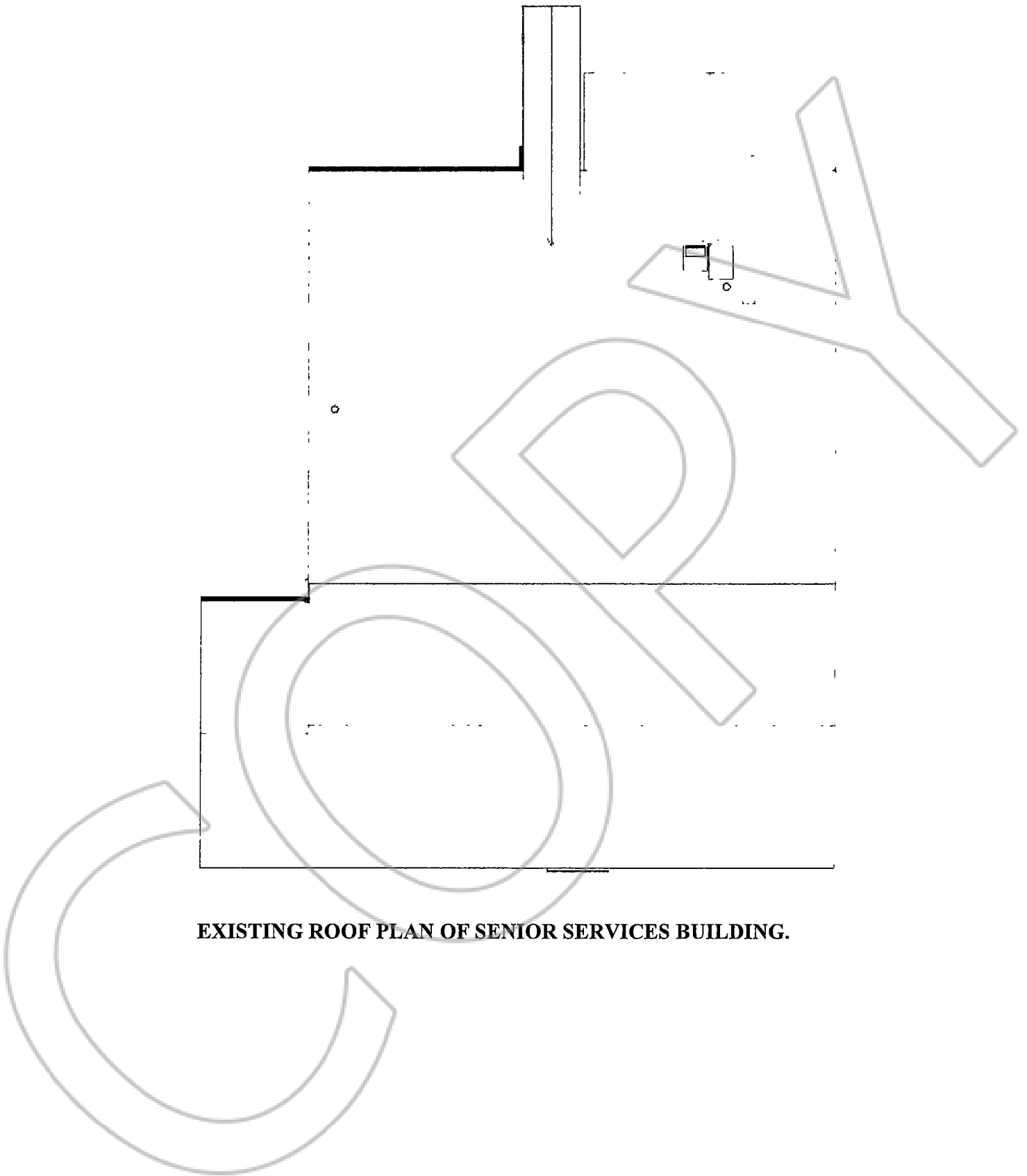
**Per April 2016 Concept Planning Efforts the following criteria is understood.**

1. **Existing Social Services Facility:** is approximately 2,800 s.f.
2. **Social Service Departments:**
  - a. **Public Administrator**
    - i. Current staffing: = 1
    - ii. Proposed staffing per 2016 Programming: = 1
    - iii. Support Rooms Existing: Inadequate in terms of privacy, security, size, and proximity.
    - iv. Support Rooms Proposed: To be determined.
  - b. **Public Guardian**
    - i. Current staffing: = 1
    - ii. Proposed staffing per 2016 Programming = 4 (Guardian + 3 support staff)
    - iii. Support Rooms Existing: Inadequate in terms of privacy, security, size, and proximity.
    - iv. Support Rooms Proposed: To be determined.
  - c. **Social Services**
    - i. **Current Staffing:** 10
      - 1 Director
      - 1 Administrative Assistant
      - 1 Receptionist
      - 7 Case Managers (all as individual private offices sized for 4 occupants)
      - 1 Staff Hoteling/Mobil private office space. Often out of the office.
    - ii. **Future Staffing per 2016 Programming:** 10 (unchanged, but improved layout)
    - iii. **Support Rooms Existing:** Inadequate in terms of privacy, security, size, and proximity.
      - Public Restrooms (near front entry)
      - Staff Restrooms (need to be separated from public areas)
      - Laundry Facility and Shower (for client use)
      - Conference Room (sized for approx. 20 occupants. Requires public access & coffee station.)
      - Computer Classroom (sized for approx. 10 attendees and 8 Computer Work Stations.)
      - Staff break/lunch room with adjacent warming kitchen. Not open to the public.
      - Secure File /Storage area. Active & Archive & Admin files can be in same area. 12-14 file cabinets.
      - Storage Room for food, blankets, cleaning, and office supplies. (staff only)
      - MDF / IT Room. (staff only)
      - Copy and Work Center. Counters on 2-3 walls and center work island.
    - iv. Support Rooms Proposed: To be determined.
3. **HIPPA Standards:** Project is not officially required to follow HIPPA standards, but it is good practice where possible.
4. **Security:** Discussions to confirm security for parking lot, building entries, and building interior to provide exterior cameras at doors (employee and public). Administration to advise if interior cameras are required.
5. **Facility Hours:** 8-5, Monday through Friday. Some very limited work may occur on evenings or weekends.

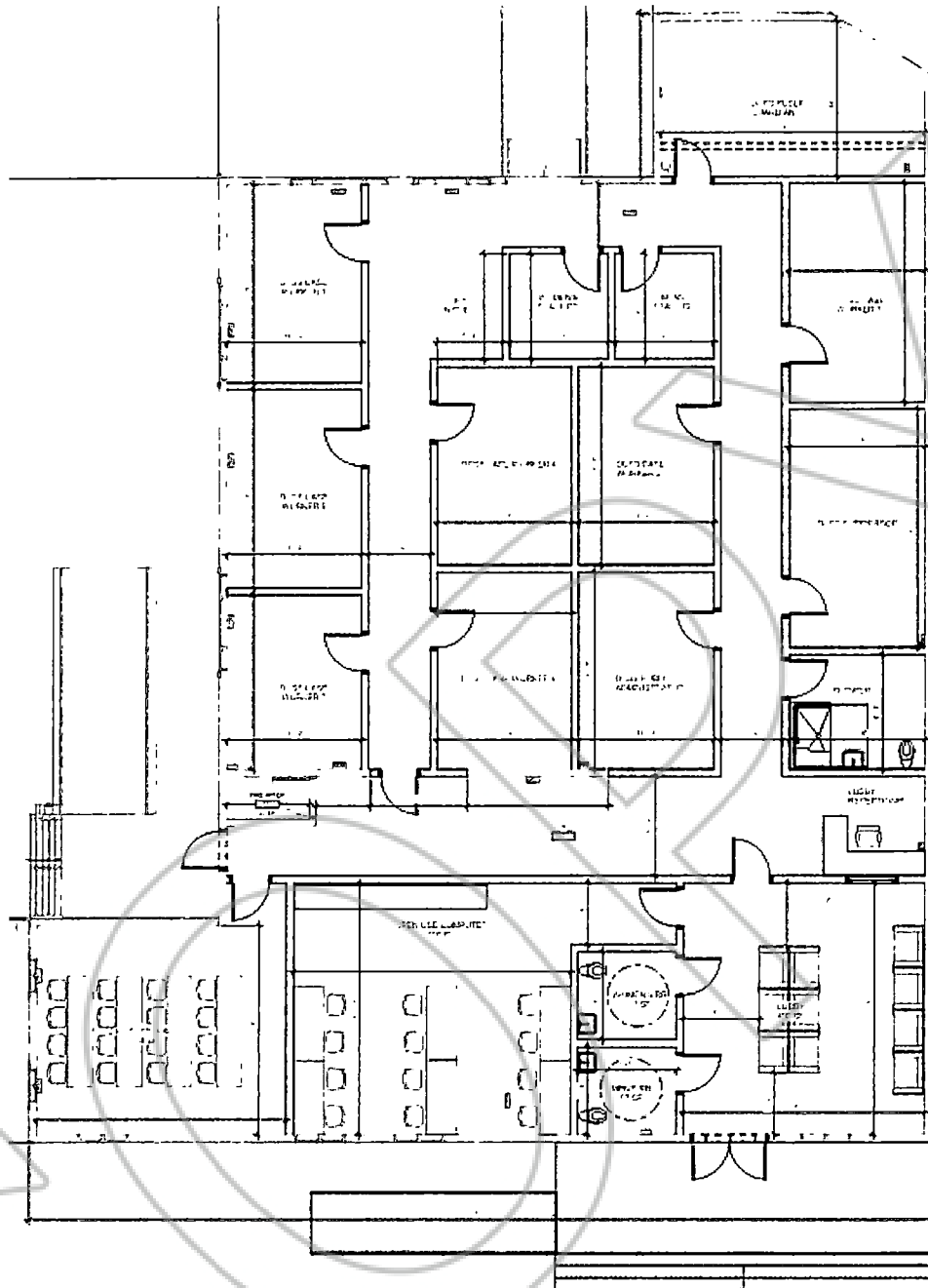




**EXISTING FLOOR PLAN OF SENIOR SERVICES BUILDING.**



**EXISTING ROOF PLAN OF SENIOR SERVICES BUILDING.**



**2016 DCSS CONCEPT FIT PLAN SHOWING EXISTING FOOTPRINT**

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12<sup>th</sup> day of July, 2018  
 By [Signature] Deputy