

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy Hutchings

Department: Community Development



00152958202209835990100107

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

NO. 2022.067

4/12/22
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY AL DEPUTY

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

AND

BENDER ROSENTHAL, INC.
2825 Watt Avenue, Suite 200
Sacramento, California 95821
("CONTRACTOR")

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 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 services hereinafter described; and

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, and shall remain in effect until Contractor performs all services required under the Contract.

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 333.700(3)(b), 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 employee's 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:

BENDER ROSENTHAL, INC. HAS entered into a contract with Douglas County to provide professional appraisal services on APN: 1220-09-001-014 in Gardnerville Nevada 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 worker's 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 services to be performed by Contractor are specified in the Proposal attached hereto as Exhibit I to provide professional appraisal services on APN: 1220-09-001-014 in Gardnerville Nevada.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed \$5,900.00 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 & DISPUTE RESOLUTION. This contract shall be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

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 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 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 third party claims, causes of action or liability, including attorney's fees, expert fees, and other costs, arising from the performance of this contract by Contractor or Contractor's agents or employees.

14. INTEGRATION & MODIFICATION OF CONTRACT. This contract supersedes all prior agreements between the parties, 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.


BENDER-ROSENFHAL, INC. 4/6/22
(Date)

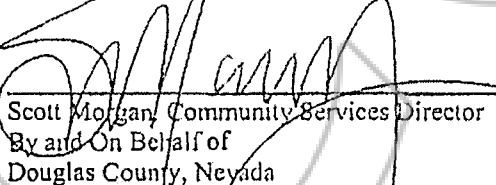
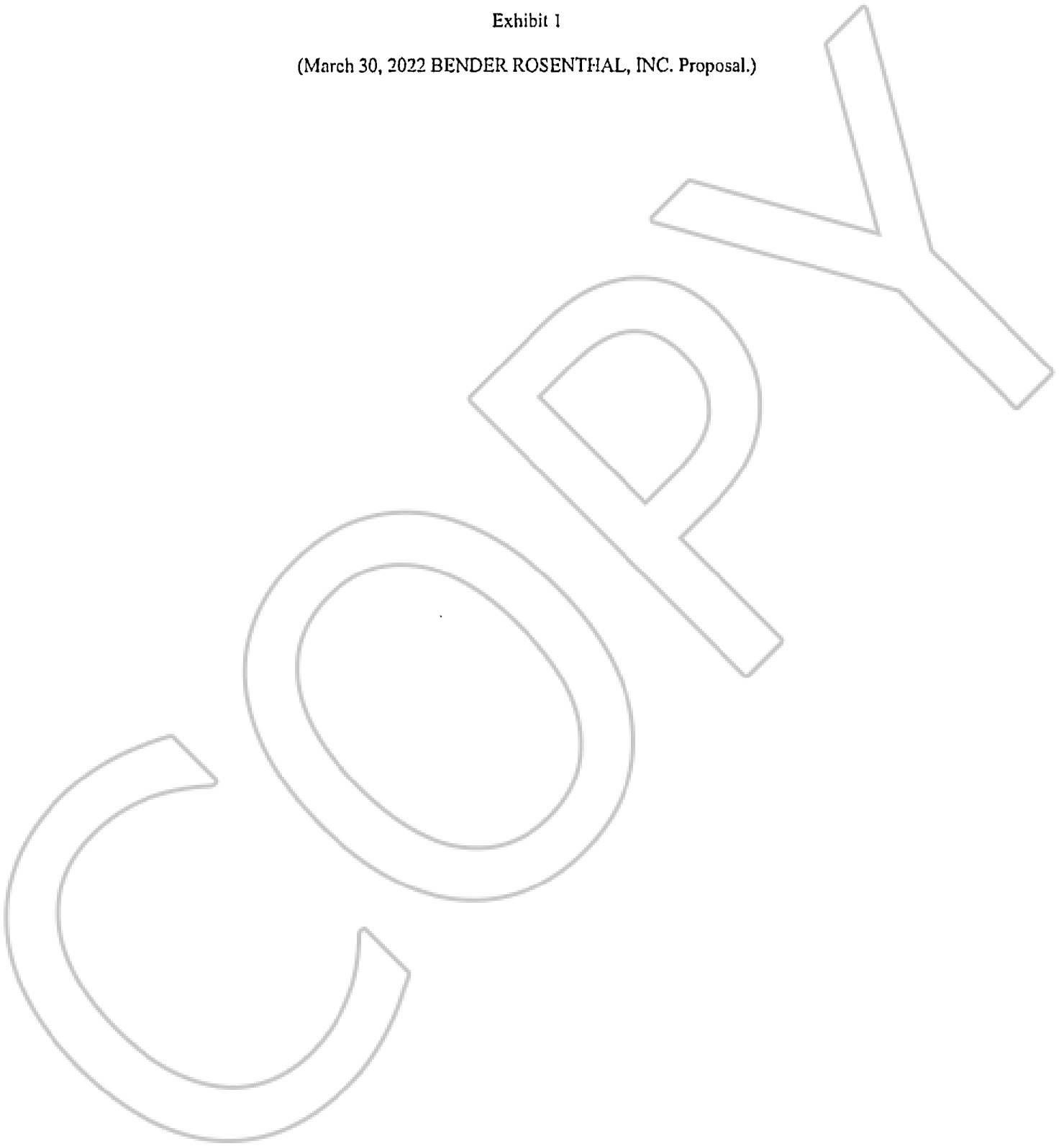

Scott Morgan, Community Services Director
By and On Behalf of
Douglas County, Nevada 4/5/22
(Date)

Exhibit 1

(March 30, 2022 BENDER ROSENTHAL, INC. Proposal.)





**BENDER
ROSENTHAL
INCORPORATED**

March 30, 2022

ORIGINAL BY E-MAIL:
jhutchings@douglasnv.us

Mr. Jeremy Hutchings, P.E.
Douglas County Community Development
Engineering Department
1594 Esmeralda Avenue
Minden, Nevada 89423

Re: Appraisal Services for
APN: 1220-09-001-014
Gardnerville, Douglas County, Nevada

Dear Mr. Hutchings,

BRI appreciates the opportunity to provide a quote for the appraisal of the above referenced property. An introduction to our Firm and local experience is provided next, followed by our scope of work.

FIRM OVERVIEW

Bender Rosenthal, Inc. (BRI) is an industry leader in providing real estate appraisal, property acquisition, relocation, project management, planning, and land services throughout California and Nevada. With nearly 25 years of successful service delivery, BRI has tackled almost every conceivable real property issue and has demonstrated the ability to provide right of way services that have set the industry standard. BRI's strengths include extensive work with Federal, State and transit agencies and a large team of real estate professionals. Since 1997, the BRI team of experts has delivered projects for both public and private clients, providing appraisal and right of way services for projects such as rail lines, transit corridors, roadways, interchanges, electrical transmission lines, pipelines, levees, and major commercial developments.

Jared Calabrese, MAI, AI-GRS, CCIM will be the appraiser for this assignment. Jared has been involved in real estate appraising and consulting since 1998 and is a Certified General Real Estate Appraiser in the State of Nevada. Jared carries the Appraisal Institute's MAI and AI-GRS designations and is a Certified Commercial Investment Member (CCIM). His professional experience in real estate appraisal encompasses an extensive array of property types including agricultural range land. Jared not only prepares appraisal reports but also provides appraisal review of other firm's appraisals.

LOCAL EXPERIENCE

Jared is very familiar with the subject property area as he appraised seven properties for bicycle lane and pedestrian access improvements on Centerville Lane for another State Route 756 improvement project. Jared also appraised two other properties in Gardnerville that were impacted by drainage easements, as well as two parcels impacted by flood control measures. With Jared's experience and thoroughness, he would make a great asset to this project.



APPRAISAL SERVICES

The subject property consists of 119.78± acres of agricultural land developed with some associated agricultural buildings. We understand the trail project being proposed along State Route 756 will require a 30-foot easement along the western side of the subject property. BRI will develop an Appraisal Report for the subject property that will state the fair market value of the real property interests required for the Project. The intended use is to determine the fair market value as a basis for an offer of compensation. We understand that the client and the intended user of the appraisal is Douglas County Community Development.

The report will be prepared in conformance with, and subject to, the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The appraisal will be reported in an Appraisal Report format and will be signed by an MAI designated appraiser, Jared Calabrese, who is a state of Nevada Certified General Appraiser.

FAIR MARKET VALUE ANALYSIS

The primary steps in completion of the fair market value appraisal of the property rights to be acquired include but are not limited to the following:

- Provide Notice of Decision to Appraise (NODA) to the property owner.
- Onsite physical inspection of the subject property with the owner.
- Visual inspection of the comparable market data.
- Study of community and neighborhood in which the subject is located.
- Collection of data from appropriate governmental agencies.
- Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.
- Preparation of appraisal report.
- Provide the final appraisal report.

The specific methodology used in the partial acquisition appraisal analysis is summarized as follows:

The analysis starts with an estimate of market value for the "undivided fee" interest of the larger parcel using the most applicable method for valuing similar properties.

Once the larger parcel value is estimated the following partial acquisition appraisal methodology is utilized:

- Value the part acquired.
- Value of the remainder parcel as part of the Larger Parcel, which is the value of the remainder before consideration of damages or benefits.
- Value the remainder parcel, after the proposed acquisition and before consideration of benefits. This identifies severance damages due to the acquisition, consisting of a potential loss of market value and cost to cure damages are estimated where applicable.



- Value the remainder parcel, after the acquisition, considering benefits. This identifies benefits, consisting of a potential gain in market value due to the acquisition.
- The value of the acquisition is the value of the part acquired plus net severance damages as California law allows benefits to only offset severance damages.

SCHEDULE AND FEE

The not-to-exceed fee is shown as follows.

APPRAISAL REPORT FEE	
Valuation of	Fee
APN: 1220-09-001-014 Owner: Fricke Douglas County, Nevada	\$5,900

Upon receipt of final mapping and the NTP, the report will be delivered within 10 weeks. We will provide an electronic copy of the report and up to two original signed hardcopies upon request. The fee is due upon delivery.

In order to meet the timing schedule, please provide the items and information set forth below within the first week of award:

- Preliminary title report;
- Plats and legals;
- Appraisal mapping
- Easement deed detailing the easement language; and
- Any other information you think may be relevant to the assignment

Deliverables:

- An electronic copy, and up to two hardcopies upon request, of the Appraisal Report.

Assumptions:

- Expert witness testimony is not included in scope but is available and will be paid on a case-by-case basis. Hours and fee will be negotiated based on a scope of work change based on the fee schedule (enclosed).



2022 FEE SCHEDULE / ADDITIONAL SERVICES

If additional services are required beyond the task captured in the lump sum fee, (post appraisal meetings, consultations, etc.) our standard hourly rates will apply. These tasks will not commence prior to written authorization. Our standard rates for 2022 are as follows:

2022 BILLING RATES

Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$225/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$180/hr.*
Appraiser III	\$165/hr.
Appraiser II	\$140/hr.
Appraiser I	\$110/hr.
Administrative Support III	\$ 90/hr.
Researchers	\$ 85/hr.
Administrative Support II	\$ 75/hr.
Administrative Support I	\$ 60/hr.


*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

Appraisal services are generally completed on a lump sum basis rather than hourly rate. Rates for appraisal services vary based on land use and type of acquisition.

Please feel free to give me a call should you have any questions at (916) 978-4900 or email at a.bursch@benderrosenthal.com. We appreciate your consideration of our bid for this project and look forward to working with you

Sincerely,

BENDER ROSENTHAL, INC.



Adam Bursch, MAI, MBA
Vice President, Appraisal

Bender Rosenthal, Inc.
TIN: 41-2034507

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 day of April, 2022

By  Deputy