

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Parks Dept.



00174365202310018990110114

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
FILED

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

NO. 2023.252

11/1/23
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

AND

BY AL DEPUTY

PAUL CAVIN ARCHITECT LLC
1575 DELUCCHI LANE SUITE 120
RENO, NV 89502
775-284-7083 (PHONE)
("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.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

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:

PAUL CAVIN ARCHITECT LLC has entered into a contract with Douglas County to provide professional services to design, engineer and develop plans and specifications to repair the foundation at the Historic Dangberg Home Ranch, 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 May 1, 2023 quote attached hereto as **Exhibit 1** to provide professional services to design, engineer and develop plans and specifications to repair the foundation at the Historic Dangberg Home Ranch.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed \$37,000.00. 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 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. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

15. 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.

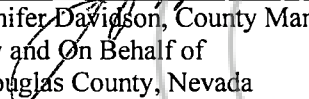
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.



Paul Cavin Architect LLC

10/30/2023

(Date)



Jenifer Davidson, County Manager
By and On Behalf of
Douglas County, Nevada

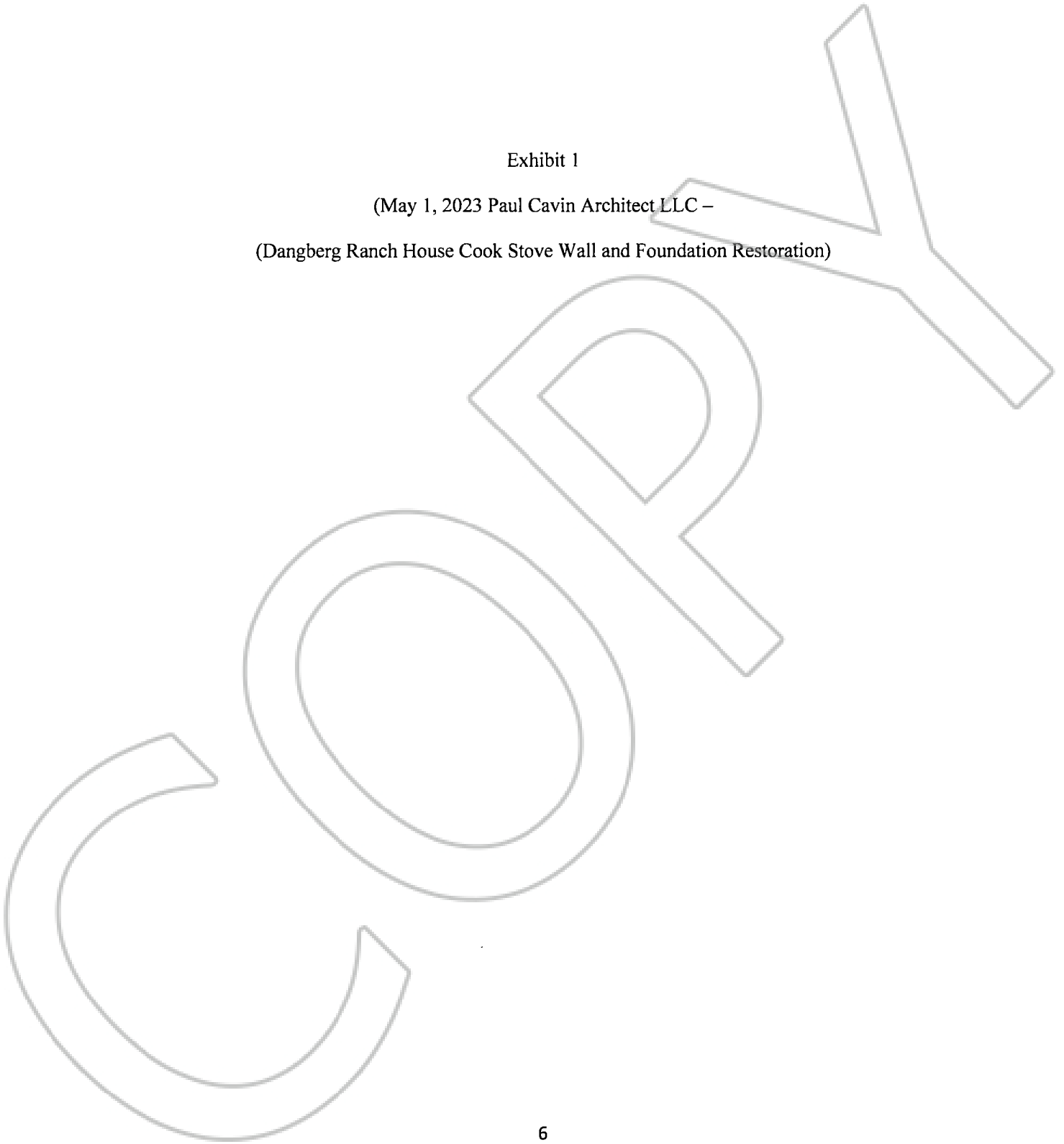
10/31/23

(Date)

Exhibit 1

(May 1, 2023 Paul Cavin Architect LLC –

(Dangberg Ranch House Cook Stove Wall and Foundation Restoration)



Paul Cavin Architect LLC

May 1, 2023

P23030

Ryan Stanton
Parks Superintendent
1323 Waterloo Lane
Gardnerville, Nevada 89410

Re: Proposal for Dangberg Ranch House Cook Stove Wall and Foundation Restoration

Dear Mr. Stanton,

Thank you for the opportunity to present this proposal for professional design services to Douglas County Community Development. Paul Cavin Architect LLC is pleased to present the following fee proposal for your consideration.

It is understood that Douglas County Community Development – Parks and Recreation Department would like professional services for repairs and improvements to the Dangberg Ranch House Cook Stove Wall and Foundation that are identified in the Observations and Recommendations Report prepared by Paul Cavin Architect LLC and dated April 12, 2023. Below is an outline of additional scope of work:

Design Submittal Phases:

- Design Development:
 - Drawings.
 - Technical Specifications.
 - Opinion of Probable Cost.
- 100% Construction Documents/Plan Review Submittal:
 - Drawings – stamped and signed.
 - Project Manual with technical specifications – stamped and signed.
 - Opinion of Probable Cost.
 - Submittal to Douglas County Building Department by Parks and Recreation Department.
 - Respond to Douglas County Building Department plan review comments.

Deliverables for each submittal phase:

- Drawings in pdf format
- Project Manual with 3 Part Specifications in pdf format
- Opinion of Probable Cost in pdf format

Bidding Assistance:

- Prepare Bid Documents
 - Drawings and Project Manual issued for bidding to include comments/revisions from the Building Department plan review process.
 - Project Manual may include Bidding Requirements provided by Douglas County Community Development.
- Address bid RFIs.
- Assist with bid addenda and addenda items.
- Attend pre-bid job walk.

Construction Administration:

- Attend Owner/Architect/Contractor (OAC) meetings via conference calls or internet meetings, as needed.
- Review product submittals and shop drawings.
- Respond to Contractor RFIs.
- Issue Clarifications and/or Supplemental information as needed.
- Perform one Final Job Walk and issue a "punch list" (one site visit).

The overall Project Schedule is to be determined.

Paul Cavin Architect LLC

The following design professionals will be involved; CFBR Structural Group for Structural Engineering, design, and documentation; Paul Cavin Architect LLC will produce the necessary drawings, details, and specifications and manage the design team and design process from Design Development through Construction Administration. Please see each consultant's attached proposal for a more detailed description of their Scope of Work and exclusions.

The Design Development fee includes:

Structural Engineering (CFBR):	\$5,000.00
<u>Architecture and Project Management (Paul Cavin Architect LLC):</u>	<u>\$6,500.00</u>
Total Design Development Fee:	\$11,500.00

The 100% Construction Documents fee includes:

Structural Engineering (CFBR):	\$5,000.00
<u>Architecture and Project Management (Paul Cavin Architect LLC):</u>	<u>\$5,000.00</u>
Total 100% Construction Documents Fee:	\$10,000.00

The Bidding Assistance fee includes:

Structural Engineering (CFBR):	\$1,000.00
<u>Architecture and Project Management (Paul Cavin Architect LLC):</u>	<u>\$1,000.00</u>
Total Bidding Assistance Fee:	\$2,000.00

The Construction Administration fee includes:

Structural Engineering (CFBR):	\$6,000.00
<u>Architecture and Project Management (Paul Cavin Architect LLC):</u>	<u>\$7,500.00</u>
Total Construction Administration Fee:	\$13,500.00

Total Professional Services Fee: \$37,000.00

Specific exclusions include: State Historic Preservation Office (SHPO) coordination and submittals, Architectural Historian, LEED or other "Green" building certifications and/or documentation, Printing, Geotechnical Engineering and Reports, Planning and Planning submittals, East Fork Fire Protection District plan review and submittals, multiple options, exterior improvements, interior improvements beyond the area of work, Civil Engineering, Landscape Architecture, Mechanical Engineering, Plumbing Engineering, Electrical Engineering, Fire Protection Engineering, Acoustical Engineering, other design consultants, specialty consultants, furniture design, FF&E, Hazardous Material surveys, Hazardous Material documentation and abatement, Photo Realistic Renderings, Fly-by or Fly-through animation, Virtual Reality, Record Documents, and Community Presentations, as it is understood that these services will not be needed for this project. If these services or other services are needed or required, they will be discussed with Douglas County and the design team prior to an endorsement of the contract. Agency applications, submittals, and plan review fees, if necessary, will be the responsibility of Douglas County.

Please let me know if you have any questions, comments, or modifications to the scope of work.

We look forward to your project!

With much appreciation,



Paul Cavin, AIA
Nevada License #6284

CFBR STRUCTURAL GROUP, LLC

Chris Roper, PE/SE
CFBR Structural Group, LLC
5425 Louie Lane
Reno, NV 89511

April 26, 2023

Paul Cavin, AIA
Paul Cavin Architect LLC
1575 Delucchi Ln.
Reno, NV 89502

**Re: Dangberg Ranch House Cook Stove Wall and Foundation Restoration
Dangberg Ranch, 1450 NV-88, Minden, NV 89423**

Dear Paul:

I am pleased to present this proposal for structural engineering services. My understanding of the project is based on your Scope of Work Summary dated April 25, 2023, and our prior efforts on the project.

Scope of Work

Douglas County would like to proceed with the stabilization and repair efforts recommended in your April 12, 2023 Observations and Recommendations report. The following will be provided as a part of our work:

Basic Services Included

Construction Documents

- Make an initial site visit to review existing conditions and collect information.
- Prepare the following Construction Documents as required for designated submittals at DD and 100% CD (for permit):
 - Structural drawings with specifications in general notes format on the drawings.
 - Structural construction cost estimates.
- Respond to Douglas County permitting structural plan check comments.

Bidding Assistance

- Prepare Bid Documents.
- Answer structural RFIs.

Construction Administration

- Answer structural RFIs.
- Review structural shop drawings, submittals and special inspection / materials testing reports.
- Make (2) site visits during construction to provide field review of existing conditions and construction efforts.

Exclusions / Additional Services

The following items are excluded from our work. Some items can be provided as Additional Services if required.

- Time or travel for site visits or meetings not indicated above.
- Printing or shipping. This proposal assumes all submittals will be electronic.
- Preparation of book specifications or record / as-built drawings.
- Project management (i.e. preparation of design or construction schedules, meeting minutes, management of other consultants, filing or submittal of documents, etc.)
- Geotechnical engineering or preparation of soils reports.
- Services related to environmental hazards (i.e. moisture, mold, lead, asbestos, etc.)
- Services related to State Historic Preservation Office (SHPO) requirements or involvement.
- Design or detailing of structural retrofits, reinforcements or repairs beyond those specifically identified and recommended in the Observations & Recommendations report.
- Special inspection & materials testing.
- Preparation of shop or fabrication drawings.
- Services related to construction means and methods.
- Incorporation of phasing or alternates (additive, deductive or otherwise) into construction documents or breaking the project into multiple packages or phases during design or construction.
- Services resulting from changes to the scope or magnitude of the project.

Professional Fees and Schedule

I propose to perform the work described above in accordance with a mutually agreed upon schedule for the following fixed fee compensation:

Design Development	\$5,000
Construction Documents	\$5,000
Bidding Assistance	\$1,000
Construction Administration	<u>\$6,000</u>
Total	\$17,000

If there are changes to the project that affect our work, this proposal may need to be revised. This proposal is valid for 30 calendar days. If this proposal is acceptable, please provide authorization to proceed with work on the project. Thank you for the opportunity to serve you on this project and please call if you have any questions.

Sincerely,



Chris Roper, PE/SE

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

_____ day of November, 20 28

By [Signature] Deputy