

Recorder's Office Cover Sheet

Recording Requested By:

Name Ann Reno

Department: Community Development



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

MANHARD CONSULTING

FILED

NO. 2023.026

2/13/23
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY DB DEPUTY

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND MANHARD CONSULTING (SUB-CONSULTANT, HEREIN REFERRED TO AS "CONTRACTOR"). THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

WHEREAS, the County, from time to time, requires the services of independent contractors;

WHEREAS, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

WHEREAS, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

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

1. EFFECTIVE DATE OF CONTRACT. Upon execution by all parties, this Contract shall be effective February 1, 2023, and will terminate on August 31, 2023, unless the Contract is terminated earlier in accordance with Paragraph 7.

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are as follows:
Services as described in the attached Exhibit 1.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services described set out in Section 2 above for an amount not to exceed Twenty-Six Thousand Five Hundred Dollars] [\$ 26,500]. County will pay invoices it receives within a reasonable time.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a

Douglas County employee and that there shall be no:

- a. Withholding of income taxes by the County;
- b. Industrial insurance coverage provided by the County;
- c. Participation in group insurance plans which may be available to employees of the County;
- d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. 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 performance and delivery of described services in accordance with the time frames contained herein, subject to the Standard of Care; 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.

5. INSURANCE REQUIREMENTS.

- a. **INDUSTRIAL INSURANCE.** Contractor shall, 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, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

Manhard Consulting has entered into a contract with Douglas County to perform work from February 1, 2023 to August 31, 2023, and requests that the insurer provide to Douglas County:

- 1) A certificate of coverage issued pursuant to NRS 616B.627; and

- 2) Notice of cancellation 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, 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 a qualified 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.

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
- b. **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 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 and Douglas County must be notified at least 30 days in advance of any cancellation of such insurance.
- c. **AUTOMOBILE INSURANCE.** Contractor shall provide proof of commercial Automobile Liability. Insurance shall be written on a per accident/occurrence basis with a single limit of liability of \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for any auto, owned, non-owned, leased and hired cars.
- d. **PROFESSIONAL LIABILITY / ERRORS AND OMISSION INSURANCE.** Contractor shall provide proof of Professional Liability insurance in the amount of one million dollars (\$1,000,000) that covers errors and omissions by the Contractor for the professional services offered.
6. **LICENSING.** Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.
7. **TERMINATION OF CONTRACT.** This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for work performed up to the effective date of

termination.

8. CONSTRUCTION OF CONTRACT. This Contract shall be construed and interpreted according to the laws of the State of Nevada. In the event efforts of good faith negotiations and mediation have failed, any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay 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 without the prior written consent of the County.

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.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, 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 of the project, or termination or cancellation of this Contract.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada or a court of competent jurisdiction, 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.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from claims and causes of action to the extent caused by the negligent performance of the services under this contract by Contractor or Contractor's agents or employees.

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

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

17. INCORPORATED DOCUMENTS. The Parties agree that this Contract references or incorporates no other documents or exhibits.

18. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

19. NO 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 accordance

with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

20. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR DOUGLAS COUNTY:

Community Development
Attn: Kate Moroles-O'Neil
P.O. Box 218
Minden, Nevada 89423
Ph: (775) 782-6212

FOR CONTRACTOR:

Manhard Consulting
Attn: Christopher Baker
241 Ridge Street, Suite 400
Reno, NV 89501
Ph: (775) 321-6539

21. Suspension or Debarment Certification. As federal funding may be used for the project; the Contractor certifies that the firm, business or person signing the Contract has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Failure to disclose all pertinent information about a debarment or suspension shall result in the Contract being cancelled.

22. Standard of Care. Contractor will strive to perform its services in accordance with a manner consistent with and limited to the level of care and skill ordinarily exercised by other Design Professionals in the same locale ("Standard of Care"). Contractor shall perform its services as expeditiously as is consistent with such Standard of Care and the orderly progress of the Project.

23. Limitation of Liability. In recognition of the relative risks of the Project to Douglas County and Contractor, the risks have been allocated such that Douglas County agrees, to the fullest extent permitted by law, to limit the liability of Contractor and Contractor's consultants, to Douglas County, to construction contractor and to any subcontractors on the Project and to those claiming by or through Douglas County for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Contractor's or Contractor's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater.


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



Patrick Cates
Douglas County Manager



Date



Christopher Baker, LEED AP
Entitlement Manager



Date

EXHIBIT 1



Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning
50 YEARS

December 7, 2022 *revised*

Mr. Tom Dallaire, Director
Douglas County Community Development
PO Box 218
Minden, NV 89423

RE: PROPOSAL FOR LAND PLANNING SERVICES FOR THE NORTH DOUGLAS COUNTY SPECIFIC PLAN UPDATE DOCUMENT

Dear Mr. Dallaire,

Manhard Consulting appreciates the opportunity to provide this proposal for land planning services to Douglas County (Client) for the North Douglas County Specific Plan (NDCSP) Update document.

It is our understanding that Douglas County desires to have one comprehensive, updated document because there have been so many amendments that have not been incorporated into a revised document. The updated document will help staff to interpret and enforce the NDCSP.

We are proposing the following service-based line items to achieve your desired goal:

1. NDCSP UPDATE DOCUMENT Lump Sum: \$25,000.00

This line item includes the review of all NDCSP documents and approvals, including the 2000 NDCSP, the 2001 Amendment (BLM), the 2007 Amendment (Riverwood), the 2008 Amendment (Big George), the 2018 Amendment (Valley Knolls, multi-purpose paths) and the 2020 Amendment (Riverwood/Big George) to determine the existing approvals.

Manhard will prepare a comprehensive draft document in an updated, easy-to-read format that includes all existing approvals for staff review.

Any inconsistencies among the various amendments will be identified in a separate document. Manhard will provide a recommendation to remedy the inconsistency, with staff to review and provide direction.

Manhard will also propose text amendments to simplify the document and make it easier for staff to interpret and enforce, such as removing the Table of Allowable Uses and providing an Administration section.

Amendments will also be identified in a separate document, with recommended language provided for staff review and direction.

Once a draft document is provided to staff, it is anticipated that staff will review and provide comments back to Manhard to incorporate into a "Final Draft" document for staff to present for Planning Commission and Board of County Commissioners review. This line item includes two meetings with Douglas County staff to discuss the draft document and incorporate any changes.

**** Please Note:** This line item includes using the existing figures that were initially prepared by Douglas County and its consultants with the 2000 NDCSP approval, and omitting irrelevant figures, rather than recreating the existing figures. Manhard will prepare updated exhibits, including NDCSP Land Use, Zoning, Conceptual Development, traffic, transportation, roads, bicycle and pedestrian plan, walkway/pathway design examples, drainage, water, and sewer. Additional exhibits will be provided as requested by Douglas County as an additional service on a Time and Materials basis.

2. REIMBURSABLES / EXTRAS

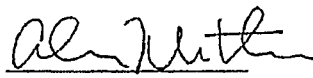
T&M (Not to Exceed): \$1,500.00


Manhard will bill the following items as reimbursable / extras depending on the varying nature of the costs associated with the project including client meetings, notices of public hearing, meeting exhibits, reproducible plans, and mailing costs. The suggested budget associated with this line item will not be exceeded without prior written consent.

We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly. The terms of the attached "General Terms & Conditions" dated January 1, 2021, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. If the above is acceptable, please have this Proposal executed. Once we receive an executed copy of this Proposal, we will be able to provide our proposed timeline to start work. If the Proposal is not executed within 90 days, Manhard Consulting reserves the right to adjust fees and/or submittal schedules.

Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,
MANHARD CONSULTING, LTD.


Andrew Motter, P.E.
Operations Manager


Christopher Baker, LEED AP
Planning Manager

Signature block continued on next page.

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is N/A

PLEASE BE AWARE, WORK CANNOT BEGIN UNTIL A RECENT TITLE REPORT (not older than 90 days) IS PROVIDED.

ACCEPTED: Douglas County

Invoices will be sent to the Client via email. Invoices should be forwarded to:

By: N/A
(Authorized Representative)

Name: Kate Moroles-O'Neil

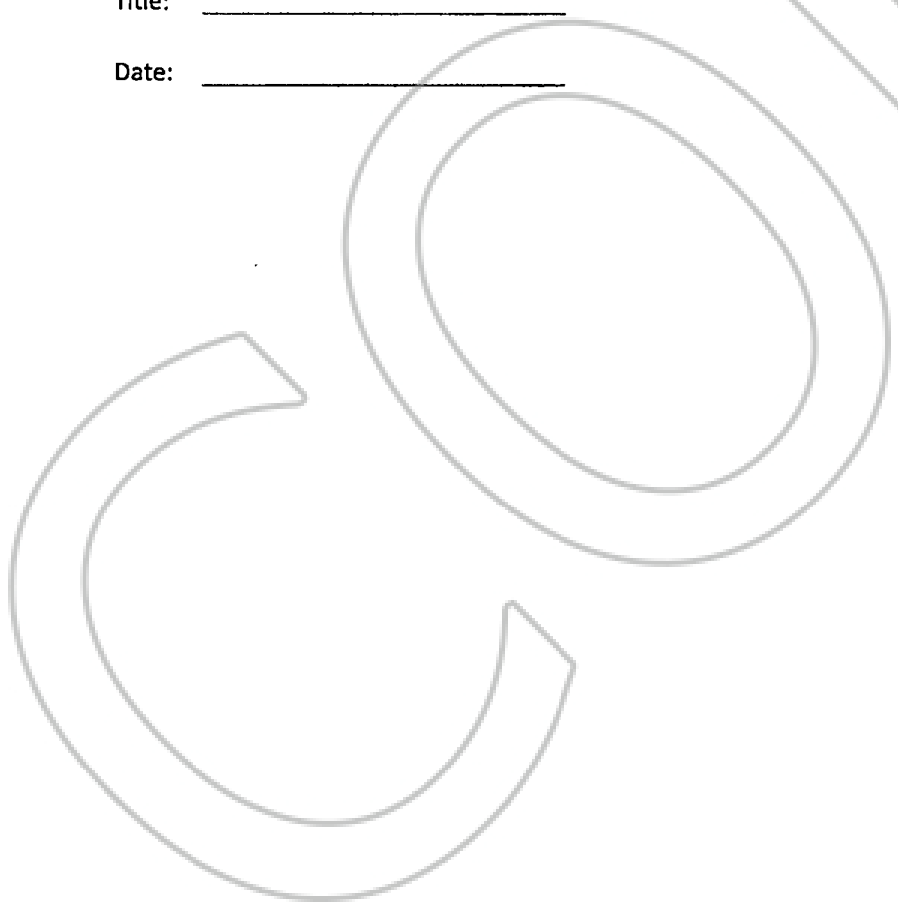
(Printed Name)

Email: Kmoneil@douglasnv.us

Phone: 775-782-6212

Title: _____

Date: _____



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

13th day of February, 20 23

By [Signature] Deputy