

Recorder's Office Cover Sheet

Recording Requested By:

Name: BROOK ADIE

Department: COMMUNITY SERVICES



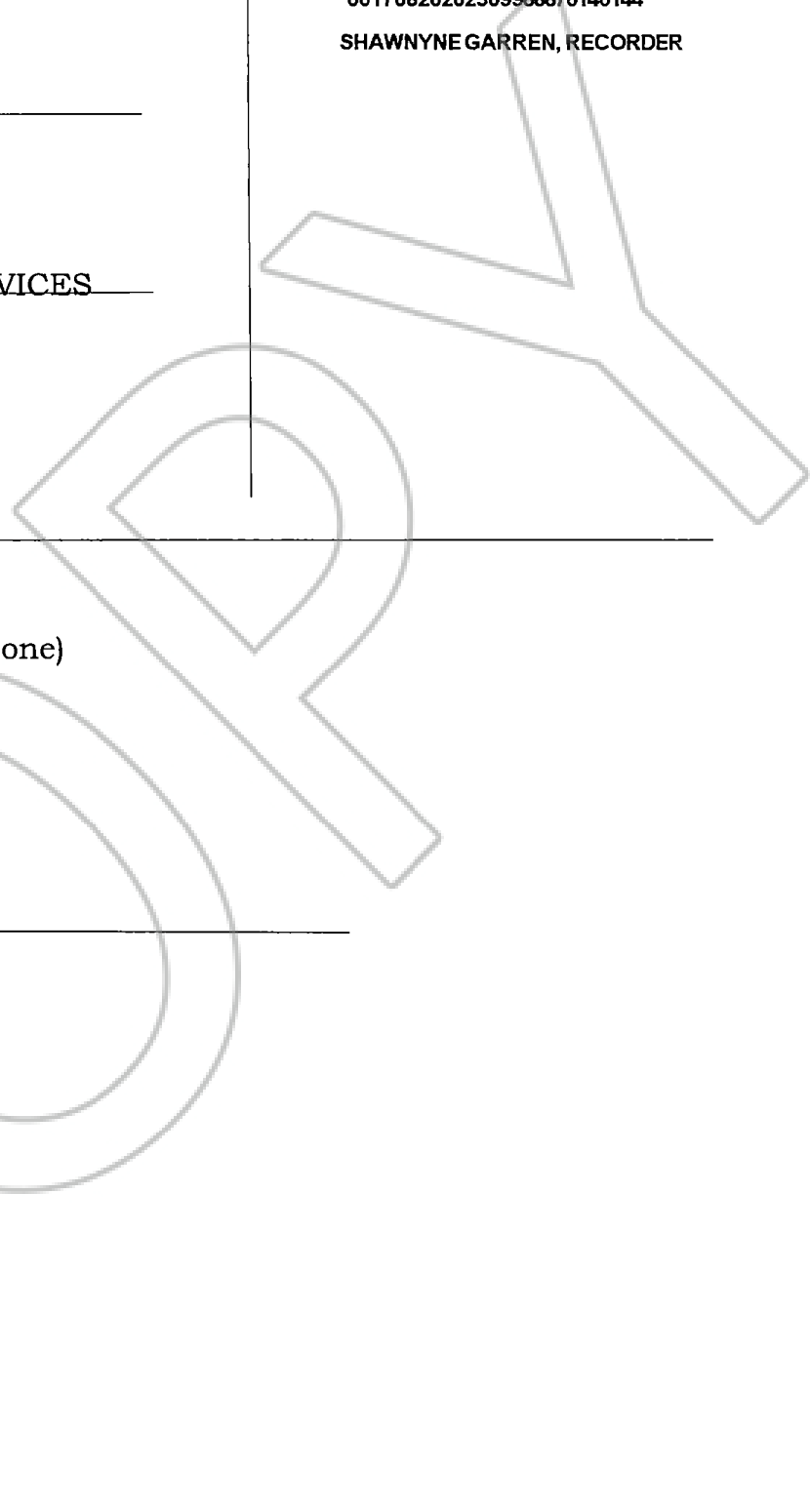
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

AND

DUBÉ GROUP ARCHITECTURE
458 COURT STREET
RENO, NV 89501
775-323-1001
("CONTRACTOR")

FILED
NO. 2023.171
DATE 7/25/23
DOUGLAS COUNTY CLERK
MINDEN, NV
BY [Signature] DEPUTY

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 June 30, 2024 unless earlier terminated by either party in accordance with the terms of this 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. 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:

Dubé Group Architecture has entered into a contract to provide Douglas County with architectural and engineering services and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627, Per State law, 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.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed by Contractor are specified in the June 21, 2023 Proposal for Architectural/Engineering Services attached hereto as **Exhibit 1** to perform a comparative analysis between an adaptive reuse of the Copeland Building into a 300-seat performing arts center versus stick-built construction on a comparable site within the Town of Minden.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed \$50,000.00, billed to the County according to the terms of the June 21, 2023 Proposal for Architectural Services and accompanying fee schedule attached hereto as Exhibit 1. Contractor shall bill County monthly, and County shall pay Contractor's billings within 45 days of receipt.

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. TERMINATION OF CONTRACT. This Contract may be terminated without cause by either Party at any time, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for any work performed up to the effective date of termination.

8. 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.

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 procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall not 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, 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 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.

13. 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

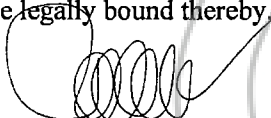
of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited 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.

14. 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.

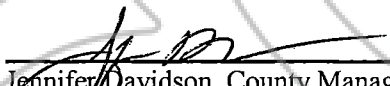
15. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance 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.

16. 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. To the extent any term within this Contract is in conflict with the terms of the June 21, 2023 Proposal for Architectural/Engineering Services attached hereto as **Exhibit 1**, the terms of this Contract shall prevail.

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



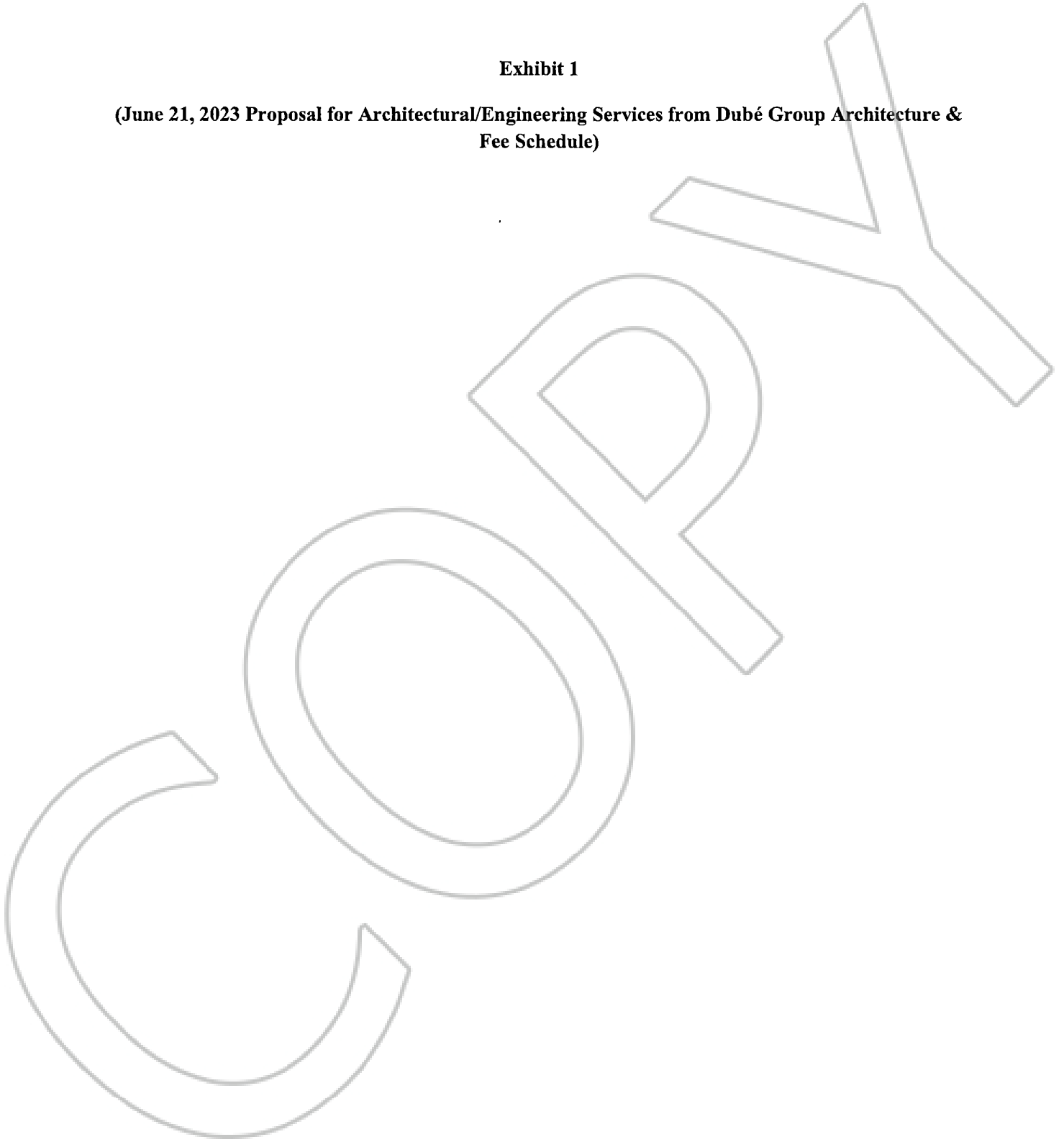
Dubé Group Architecture (Date) 7/18/2023
By Peter R. Dubé



Jennifer Davidson, County Manager (Date) 7/18/23
By and On Behalf of
Douglas County, Nevada

Exhibit 1

(June 21, 2023 Proposal for Architectural/Engineering Services from Dubé Group Architecture & Fee Schedule)





June 21, 2023

Scott Morgan, Director
Community Services/Parks and Recreation
1329 Waterloo Lane
Gardnerville, NV 89410

RE: Copeland Building – Cultural Performance Arts Facility Feasibility Study
SUBJ: Proposal for Architectural / Engineering Services

Dear Scott:

Thank you for the opportunity to submit our proposal for this project. It is our understanding the county would like to undertake a feasibility study comparing the pros, cons, and costs to develop the old Copeland Lumber Building into a new arts center versus a new stick-built facility on an undetermined site within the Town of Minden.

Qualifications

Dubé Group Architecture (DGA) will be the prime consultant responsible for project management, cost estimating, building programming, and architectural design services. Established in 1996 and incorporated in 1999, Dubé Group Architecture has offered professional architectural services to federal, state and local entities for over 27 years.

Notable local projects in Douglas County include restoration of Dangberg Ranch, adaptive reuse of the old Eagle Gas Station into the Gardnerville Station, Minden Flour Mill (historic window survey for federal tax credits), and restoration of the Reese-Johnson-Virgin “Pink” House.

Pete Dubé, principal architect, has been employed in Nevada since 1986, and is currently licensed to practice in Arizona, California, Nevada, Oregon, and Washington. We have included a resume highlighting the breadth of his experience.

Scope of Work

Dubé Group Architecture will prepare a comparative analysis between an adaptive reuse of the Copeland Building into a 300-seat performing arts center versus stick-built construction on a comparable site within the Town of Minden.

Copeland Building – Cultural Performance Arts Facility Feasibility Study

Proposal for Architectural / Engineering Services

Page 2 of 3

Phase 1

1. An assessment of the Copeland facility including:
 - pros and cons of the Copeland facility location versus new construction on a vacant site
 - pros and cons of the Copeland facility versus new construction on a vacant site
 - cost of the remodel/renovation and equipping the Copeland building versus new construction on a vacant site
2. Copeland facility analysis to include:
 - floor plan, site plan and elevation renderings (Arts Council conceptual design can be used for purposes of providing an estimate)
3. New Construction on the vacant site information to include:
 - Generic Conceptual floorplan, site plan and elevation renderings (this can be previously used generic documents)
4. Calculation of lot size based on a building with similar square footage to the Copeland Facility and enough parking to support use.
5. Cost analysis to include typical land purchase sq. ft. cost for the Town of Minden. Site improvements including permitting and utilities for the Town of Minden and construction cost of a very nice/classy cultural performing arts facility in the Town of Minden.

Phase 2

1. possible funding sources-to be supplied by others.

Phase 3

1. Summary of facility operations-to be supplied by others:
 - option one - nonprofit owned and operated
 - option two - County owned and operated
 - option three - hybrid County owned and nonprofit operated

Phase 4

1. Summary and recommendation

Phase 5

1. No more than three public presentations

Proposed Timeline

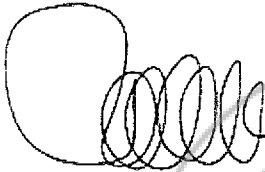
Our proposal is based on the assumption work will commence on or before June 30, 2023 and will be completed on or before June 30, 2024. Once we are under contract, we will sit down with stakeholders to develop a detailed timeline.

Proposed Fee

The total, not-to-exceed fee, is Fifty Thousand Dollars (\$50,000.00), to be billed hourly in accordance with the attached fee schedule.

Again, we thank you for the opportunity to submit this proposal. Please look it over and we can discuss any concerns you may have. We look forward to hearing from you!

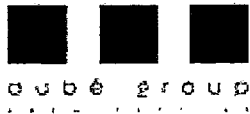
Sincerely,



DUBÉ GROUP ARCHITECTURE

Peter R. Dubé, NCARB, AIA, Principal

NV Architect License No. 2443



Pete Dubé, AIA, NCARB | Architect

Pete studied architecture at the University of Arizona with an emphasis on sustainability, place-based design, and preservation. He has over 37 years of experience in all phases of architecture, including pre-project planning, feasibility studies, needs assessment, programming, schematic design, cost estimating, design development, contract documents, and construction administration. Specializing in the design of public and commercial facilities, he has extensive experience in taking projects through the public planning process and through design and construction. Pete is a good listener with the temperament to bring together multiple facility users during programming and schematic design to develop a project which best meets the client's needs, budget, and mission. Demonstrating an ability to quickly assess programmatic needs and balancing those with the available budget, Pete specializes in feasibility studies and multiple project scenarios to assist clients in making sound planning decisions early in the design process.

Education

- Bachelor of Architecture, University of Arizona, Tucson, 1986

Public Service

- Architect Member, Board of Museums & History, NV Department of Tourism & Cultural Affairs
- Commissioner, City of Reno Historical Resources Commission
- Architect Member, Storey County Building Board of Appeals

Memberships

- American Institute of Architects

Registrations

- Registered Architect #2443. State of Nevada (also registered in AZ, CA, WA and OR)

Awards

- 2006 AIA Honor Award, Student Services Center, Truckee Meadows Community College
- 2013 APA Nevada Outstanding Plan for an Individual Project, Virginia City Visitors Welcome Center
- 2013 Builders Association of Northern Nevada, Outstanding Public Project, Virginia City Streetscape Enhancement Project & Visitors Welcome Center
- 2015 Builders Association of Northern Nevada, Outstanding Public Project, Loneliest Highway Visitor Center (*Austin, NV*)

Publications & Lectures

- *Rural Restoration – Cultural / Heritage Tourism*, Reese River Reveille, Summer Issue, 2010
- *Dangberg Home Ranch – An Architect's Preservation Perspective*, Nevada Architectural History Alliance Quarterly Meeting Presentation, September 2014
- Foreword to *Lake Tahoe's Rustic Architecture*, Dr. Peter Mires, Arcadia, 2016

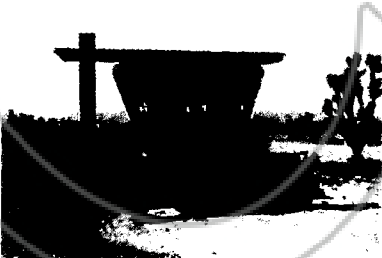


Relevant Projects

Gardnerville Station – Lead architect and designer of record for the adaptive re-use of a former gas station into a public owned facility. The Town of Gardnerville took title to the property through a tax lien and obtained several Community Development Block Grants to pay for professional services and construction. The project is relevant to demonstrate our experience working with grants for both design and construction to renovate a mid-century modern “ranch-style” service station (circa 1960s) into a new visitor / information center to anchor the Town of Gardnerville’s new Mainstreet Program - \$339,000



Walking Box Ranch - The Walking Box Ranch, located on a national historic site in a remote Southern Nevada location within federally protected desert tortoise habitat, is significant because it was the home of a famous Hollywood couple, Rex Bell and Clara Bow. Rex Bell went on to become Nevada Lt. Governor and unfortunately died while serving in office. The project involved the preservation of c.1930s Spanish Colonial residence along with associated outbuildings. Dubé Group Architecture was the lead architect and designer of record for architectural, civil, structural, mechanical, electrical and fire protection engineering including construction support services for the National Park Service Historic Preservation Training Center and Bureau of Land Management. The scope included converting the original garage into a gathering space and converting the bunkhouse into a new visitor center with offices and restrooms, a new utility building, and significant site improvements to enhance the public experience - \$3,600,000





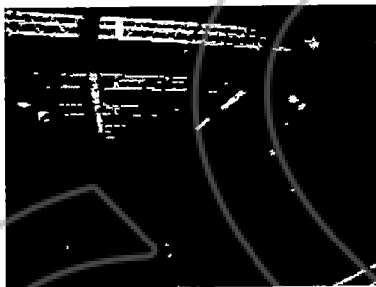
Dangberg Home Ranch - The Dangberg Home Ranch was one of the prominent ranches in the Carson Valley during the period 1860-1930. It is significant as one of the few older ranches which still retain a large number of original associated outbuildings. In 1980, 33.7 acres comprising the original site of the Home Ranch were listed on the National Register of Historic Places. Currently, the home ranch is a



Douglas County Park and is managed by the non-profit Friends group through a stewardship agreement with the County. The grounds host a variety of arts and culture events year-round. Lead architect and designer of record working with multiple stakeholders to develop the master plan and construction drawings for preservation and repair of the main house and outbuildings. - \$1,200,000

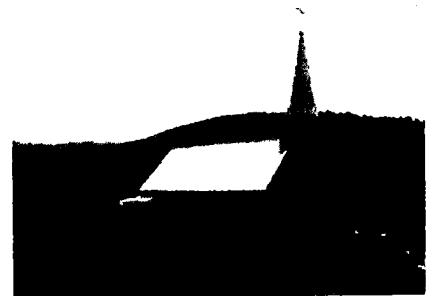
Pleasant Senior Center – Lead architect and designer of record working with non-profit staff since 2012 on a multi-phase renovation and expansion of the original facility to include new commercial kitchen, expanded social dining area, community use meeting rooms, accessible restrooms and site amenities.

Grants have funded both design efforts and construction, including Community Development Block Grants, federal transportation grants, Pennington Foundation grants, and local grants. The facility focuses on social activities and we have developed spaces for arts, crafts, exercise and computer training - \$3,000,000



Truckee Meadows Community College (TMCC) Nell J. Redfield Foundation Performing Arts Center (RPAC) – Lead architect and designer of record for renovation of the old Keystone Theater, a vintage movie palace that was converted in the mid-1990s into a nightclub that ultimately closed. Our scope of work included a complete gut and remodel of the facility, including new theater, sound and lighting booth, and offices. The interior received all new finishes, lighting and HVAC and we laid out the interior seating using recycled chairs from the Peppermill Resort Hotel & Casino old theater - \$500,000

St. Augustine's Cultural Center – Lead architect and designer of record working directly with a non-profit arts & culture organization for the adaptive reuse of an 1866 Gothic Revival structure individually listed on the National Register of Historic Places and a contributing resource within the Austin Historic District. Funding for design and construction came from grants including Save America's Treasures program and NV Commission for Cultural Affairs grants. The main sanctuary was converted into cultural center used for theatrical performances and concerts including the historic and rare Kilgen organ. The lower level was built-out to include a large meeting space, catering kitchen, and accessible restrooms - \$1,200,000





STANDARD FEE SCHEDULE Effective January 01, 2023

The following hourly billable rates will remain in effect for the duration of the contract:

Licensed Professional.....	\$200.00
Technical Staff.....	\$150.00
Administrative.....	\$75.00

These rates include costs for individual direct salary and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits plus general and administrative overhead and profit.

The above rates are subject to periodic adjustments as mutually agreed to by the client and consultant to reflect reasonable increases in employees' direct salaries and changes in company overhead rates.

Subconsultant expenses and reimbursable expenses (transportation, permits and licenses, subsistence, equipment rental, reproduction, etc.) will be compensated for actual cost times a factor of 1.15.

COPY

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

26th day of July, 2023

By Jacqueline A. [Signature] Deputy