

Recorder's Office Cover Sheet

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Department: Community Development



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

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FILED

NO. 2023.195

8/10/2023
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY MP DEPUTY

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

ASCENT ENVIRONMENTAL, INC.

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 ASCENT ENVIRONMENTAL, INC., ("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 June 15, 2023 and will terminate on December 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:
 - a. Services as described in the attached Exhibit 1.
3. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Section 2 for a total cost not to exceed \$82,912.00, as set forth in Exhibits I and II. Contractor agrees to submit invoices monthly based on the percent of work completed. The 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 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.

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:

Ascent Environmental, Inc., has entered into a contract with Douglas County to perform work from June 15, 2023 to December 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 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 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 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.
- c. **PROFESSIONAL LIABILITY / ERRORS AND OMISSION INSURANCE.** Contractor shall provide proof of Professional Liability insurance in the amount of at least 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. 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 any and all claims, causes of action or liability, but only to the extent actually caused by the negligence or willful misconduct of 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:

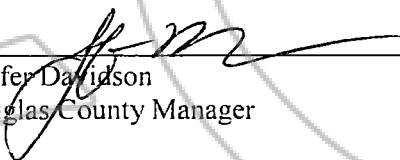
Community Development
Attn: Kate Moroles-O'Neil
Principal Planner
P.O. Box 218
Minden, Nevada 89423
Ph: (775) 782-6212

FOR CONTRACTOR:

Ascent Environmental, Inc.
Nanette Hansel, Principal
P.O. Box 5022
128 Market Street, Suite 3E
Stateline, NV 89449
Ph: (775) 339-1420

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.

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



Jenifer Davidson
Douglas County Manager

08/09/23
Date

Nanette Hansel
Nanette Hansel Jul 19 2023 2:44 PM

Nanette Hansel, Principal
Ascent Environmental, Inc.

7/19/2023
Date

Exhibit 1
PROPOSED SCOPE OF WORK
SOUTH SHORE AREA PLAN AMENDMENT
DOUGLAS COUNTY, NV

Scope of Work

The following scope of services describes the work to be performed by Ascent in the preparation of an expanded IEC. The approach and costs associated with the environmental review are based on the following assumptions:

1. The Area Plan will conform to the Regional Plan in accordance with the proposed standards set forth in Section 13.6.5 of the TRPA Code of Ordinances implementing the 2012 RPU.
2. The environmental review strategy will be based on the concept of tiering from the following environmental documents:
 - a. TRPA RPU EIS (2012)
 - b. Lake Tahoe 2035 Regional Transportation Plan/Sustainable Communities Strategy EIR/EIS 2012

These program-level environmental documents include a regional scale analysis and a framework of mitigation measures for subsequent environmental review at an Area Plan level. These program environmental documents will serve as first-tier documents for the TRPA review of the amended SSAP and will streamline the task of environmental review. To the extent that the amended SSAP is consistent with earlier program EISs, they will be found to be "within the scope" of the program EISs, or could use the program EISs to focus on new, specific environmental topics.

3. The IEC will address one proposal and no alternatives.
4. Douglas County will provide project-related GIS and CAD data, as needed.

If any of these assumptions are incorrect or if TRPA provides direction to the County regarding the analysis that is contrary to our approach, the scope and budget herein would need to be revisited.

This scope details the task and costs associated with the development of an updated IEC. If, during preparation of the IEC, Ascent determines that additional environmental review is necessary, Douglas County staff will be notified of the issue. County staff would then revise the draft Area Plan documents to address the potential significant environmental impacts or renegotiate the scope and budget to reflect the necessary level of environmental review. This scope of work also includes preparation of the companion documents required for adoption of the amended SSAP to include: an Area Plan conformity checklist, a compliance measures analysis table, and findings. It is assumed that Douglas County and TRPA will facilitate any adoption hearings and public workshops associated with the SSAP. If desired, Ascent could support these efforts through an amendment to this scope of work.

Task 1: Prepare Initial Environmental Checklist

Subtask 1.1: Prepare Administrative Draft IEC

The Ascent team will prepare an Administrative Draft IEC for review by the County and TRPA. The document will meet the substantive requirements of the TRPA Code and other applicable regulations. Technical responses in the IEC will be based on the analyses included in the above-referenced environmental documents: no original research or new analysis is assumed, except as related to the Town Center boundary expansion, the proposed height amendment, and the establishment of a health care district.

The proposed use changes related to the Town Center boundary expansion could increase vehicle trip-generation (and in turn affect VMT, level-of-service, and related air quality, noise, and GHG emissions). LSC Transportation Consultant will prepare an analysis that focuses on the potential traffic impacts related to the proposed use changes. The traffic analysis will focus on changes in trip generation, potential increases in VMT, and the impacts to the transit system and pedestrian and bicycle facilities as described in LSC's scope in Exhibit II.

As part of this task, Ascent proposes to host up to five working session meetings with Douglas County and TRPA staff to assist in the successful completion of the IEC. These sessions will be used to address specific checklist responses that require interpretation or that otherwise benefit from agency guidance.

The proposed Administrative Draft IEC would be organized as follows:

- ▶ Chapter 1. Introduction
- ▶ Chapter 2. Project Description
- ▶ Chapter 3. TRPA IEC and Explanations
- ▶ Chapter 4. Report Preparers
- ▶ Chapter 5. References
- ▶ Appendices

The heart of the environmental analyses will be completed in Chapter 3 of the IEC, where detailed checklist responses will be provided and mitigation measures identified, where applicable. The methodology for completing the bulk of the resource analyses will be straightforward and include literature review, consultation with agency experts, and documentation. Ascent will provide three hard copies of the Administrative Draft IEC to the County; electronic copies will also be provided.

Subtask 1.2: Prepare Final IEC

The Ascent team will revise the Administrative Draft IEC consistent with one set of consolidated comments received from the County and TRPA and prepare the Final IEC. A printcheck Final IEC will be provided to the County and TRPA to review prior to public release. The County and TRPA will be responsible for web publishing and distribution of copies to agencies and interested stakeholders, as appropriate.

As part of this task, Ascent will provide Douglas County with electronic copies of all reports, meeting notes, and references cited in the IEC.

Subtask 1.3: Refinements to Final IEC and Responses to Comments (Optional Task - Not In Contract)

Because of the degree of uncertainty about the need for refinements to the Final IEC as a result of project approval meetings and public input, subsequent revisions to the IEC after the public release of the document are not estimated in this budget, but are identified as an optional task in this scope of work, which provides a placeholder for future development of a scope and budget for this task.

Although written responses to comments are not required for an IEC, the Ascent team recommends this practice to demonstrate thorough consideration of public and agency comments. After comments on the IEC are received, the Ascent team will meet with the County and TRPA to discuss the substance of the comments and develop a strategy for responses. If necessary, the Ascent team will prepare a list of commenters, compile and organize the comments, and develop draft responses to significant environmental points raised in the comments. Because the nature and extent of comments is difficult to predict in advance, and because it is unknown whether consultant assistance will be needed, this is an optional task.

Task 2: Prepare Area Plan Conformity Checklist

Ascent will prepare an Area Plan Conformance Checklist for the SSAP amendments based on a template provided by TRPA. Consistent with the TRPA area plan amendment procedures and Code of Ordinances, the conformance checklist will demonstrate how the SSAP as amended is in conformance with the TRPA Regional Plan. As such, the conformance checklist will address the conformity of existing elements of the SSAP in addition to the amended sections.

Ascent will submit an electronic Administrative Draft Conformity Checklist for County and TRPA review. Ascent will revise the Administrative Draft Conformity Checklist and submit a Final Conformity Checklist that addresses one consolidated set of comments from Douglas County, and one set of comments from TRPA.

Task 3: Prepare Compliance Measures Analysis Table

Ascent will prepare a compliance measures analysis table to support findings required in TRPA Code section 4.4.2. The compliance measures analysis table will be based on a template provided by TRPA. The compliance measures analysis table will document if and how the SSAP amendment would affect environmental compliance measures adopted by TRPA.

Ascent will submit an electronic Administrative Draft Compliance Measures Analysis Table for County and TRPA review. Ascent will revise the Administrative Draft and submit a Final Compliance Measures Analysis Table that addresses one consolidated set of comments from Douglas County, and one set of comments from TRPA.

Task 4: Prepare Findings

Ascent will prepare written findings required by TRPA for adoption of the SSAP amendments. The findings will be in a format approved by TRPA and Douglas County. Ascent will prepare a written finding and supporting rationale for each required finding identified in TRPA Code chapters 3, 4, and 13.

Task 5: Project Management

The purpose of this task is to manage the project schedule, budget, invoicing, and contracts. Ascent's project manager will devote an appropriate level of effort to ensure an efficient and timely process for project execution. Budget for up to six months of project management activity is provided. This includes close coordination with the County and TRPA, subconsultant management, preparation of project progress summaries, and invoicing.

Cost Estimate

The proposed price to complete the above scope of work is estimated to be \$82,912 and is summarized in the attached budget spreadsheet. Assumptions that form the basis of the cost estimate are:

1. Lump Sum. Work performed will be billed monthly for a lump sum cost based on the percent complete for each task.
2. Price Allocation to Tasks. The proposed price has been allocated to Tasks 1 through 5, as described above. Ascent may reallocate budget among the tasks, as needed, as long as the total contract price is not exceeded.
3. Staff Assignment. Work has been assigned to the identified staff or labor categories. Ascent may reassign tasks to different staff or labor categories, as long as the total contract price is not exceeded.
4. Billing Rates. The proposed billing rates are presented in the cost spreadsheet and apply to the current calendar year. For work performed after 2023, budget assumptions and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.
5. Scope of Work. The proposed scope of work assumes that technical studies, such as pollutant load reduction modeling, are not required other than the transportation analysis included in Exhibit II.

Exhibit II

COST ESTIMATE

Ascent Environmental, Inc • SSAP Amendments, Environmental Documentation

May 25, 2023

TASKS	Rate/Hour	Ascent Labor					Total Hours	Ascent Fee	Subconsultant Fee	Total Fee
		Principal	PM	Env. Analyst	Graphics	Document Production/Accounting				
Task 1. Prepare Initial Environmental Checklist (IEC)										
Subtask 1.1 Admin Draft IEC										
Document Prep		8	40	100	4	6	158	\$27,970	\$16,725	\$44,695
Coordination Meetings with TRPA/Douglas County (x 5)		2	10				12	\$2,530		\$2,530
Subtask 1.2 Prepare Final IEC		2	16	24	2	2	46	\$8,230		\$8,230
Subtask 1.3 Refinements to Final IEC (Optional Task - Not in Contract)							0			\$0
Task 2. Prepare Area Plan Conformity Checklist		2	12	36			50	\$9,870		\$9,870
Task 3. Prepare Compliance Measures Analysis Table		1	6	20			27	\$4,765		\$4,765
Task 4. Prepare Findings		2	14	40			56	\$9,930		\$9,930
Task 5. Project Management			14			4	18	\$3,340		\$3,340
Total Ascent Labor Hours		17	112	220	6	12	387			
Total Ascent Labor Dollars		\$4,505	\$22,400	\$36,300	\$810	\$1,620		\$65,635	\$16,725	\$82,360
DIRECT COSTS										
Direct Costs (e.g., printing and reproduction)								\$50	\$502	\$552
TOTAL ESTIMATED FEE								\$65,685	\$17,227	\$82,912


For Sig - REVISED - FINAL Douglas Co SSAP Multiple Amendments Ascent Contract - July 2023


Final Audit Report


2023-07-20


Created:	2023-07-19
By:	Tasha Marshall (Tasha.Marshall@ascent.inc)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaQ0e3ob3hcP5HTWvej9FuHkUQPnCRFrU


"For Sig - REVISED - FINAL Douglas Co SSAP Multiple Amendments Ascent Contract - July 2023" History

 Document created by Tasha Marshall (Tasha.Marshall@ascent.inc)
2023-07-19 - 10:19:28 PM GMT

 Document emailed to Nanette Hansel (nanette.hansel@ascent.inc) for signature
2023-07-19 - 10:19:56 PM GMT

 Email viewed by Nanette Hansel (nanette.hansel@ascent.inc)
2023-07-20 - 4:43:46 AM GMT

 Document e-signed by Nanette Hansel (nanette.hansel@ascent.inc)
Signature Date: 2023-07-20 - 4:44:03 AM GMT - Time Source: server


 Agreement completed.
2023-07-20 - 4:44:03 AM GMT

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

10th day of August, 2023

By  Deputy