

FILED

NO. 2009.047

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTORS CONTRACT FORM 9: 50

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

THAN
CLERK
[Signature]
DEPUTY

WOOD ROGERS

575 DOUBLE EAGLE COURT, RENO NV 89521

WHEREAS, Douglas County, a political subdivision of the State of Nevada, 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 he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described:

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

1. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

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 284.713, 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 employees 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 a qualified insurer:

Wood Rogers has entered into a contract with Douglas County to perform work from approximately 23rd Feb. 2009 to 30th Sep. 2009 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 Community Development
Attn: Lynda Teglia, Office Manager
P.O. Box 218
Minden, NV 89423
Telephone: (775) 782-6230
FAX: (775) 782-6297
Email: lteglia@co.douglas.nv.us

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.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: HEC-RAS Modeling for Lupo Lane as defined in Exhibit A – Scope of Work. Called the Project.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at the fee schedule provided in Exhibit B with the cost provided in Exhibit C to Douglas County.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. This Agreement shall be from 23rd Feb. 2009 to 30th Sep. 2009, unless terminated earlier.

7. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

8. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of

any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

9. ASSIGNMENT. Contractor shall neither 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. The Contractor shall directly involve the County Project Manager if professional journal article(s) or professional conference presentation(s) will be developed from this Project. The County Project Manager must provide written permission prior to the development of such article(s) or presentation(s). The County Project Manager must review and approve such article(s) or presentation(s) and must be at least the second author on such.

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 ch. 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 of 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 claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

14. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between

the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

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

Nancy McDermid 02/19/09 Wood Rogers 2/25/09
Nancy McDermid, Chair (Date) Wood Rogers (Corporate Officer) (Date)
Douglas County Board of Commissioners

Approved as to form by:

Joseph L. Ward Jr.
Deputy District Attorney

Exhibit A

January 27, 2009

Mahmood Azad, P.E.
County Engineer
Engineering Division
P.O. Box 218
Minden, NV 89423

Re: Proposal for Assistance with HEC-RAS Modeling for Lupo Roadway Crossing

Dear Mr. Azad:

Wood Rodgers, Inc. is pleased to have this opportunity to present our proposal to provide assistance for the hydraulic modeling of the Pine Nut Creek crossing of Lupo Lane. The culvert crossing has caused flooding damage to private property and Douglas County (County) wishes to model the hydraulic flow of Pine Nut Creek to identify the flood-related issues and determine possible solutions. County Engineering staff will perform the modeling but requests assistance from Wood Rodgers for survey and hydraulic model set up, execution and final review.

Pine Nut Creek is defined by a FEMA as a floodplain Zone AE which crosses Lupo Lane with an adjacent AO Zone to the south with a depth of 1-foot and an adjacent AO Zone to the north with a depth of 3-feet indicated. Additional AO zones connect with the AE delineated floodplain of Pine Nut Creek Tributary. A culvert which was undersized to pass the New Year's 2005-2006 event contributed to flooding of private property along Lupo Lane. From the FEMA FIRM floodplain delineation, it is clear that the entire 100-year flow of Pine Nut Creek (with a peak of 4490 cfs according to the FIS) is not conveyed to the culvert beneath Lupo Lane but is conveyed as out of channel sheet flow to the south and north around the roadway crossing. It will be important to quantify the peak of the flow that reaches the culvert in the 100-year event.

A Time and Materials (T&M) budget estimate has been provided along with our proposed scope of work as follows. The total estimated T&M budget is \$8,470.

Scope of Services:

1. Survey \$2,820 T&M

Wood Rodgers will provide survey services to adequately characterize sufficient cross sections for a hydraulic model to investigate current flooding issues and possible solutions. Any available topography and elevation data will be examined prior the survey and utilized in the study to avoid redundant data collection. Data will be collected using local benchmarks and the NAVD 1989 vertical datum.

2. Hydraulic Model set-up \$1,780 T&M

Wood Rodgers will work with Douglas County engineering staff in setting up an HEC-RAS hydraulic model to characterize the flooding of Lupo Lane. The model will include the roadway crossing and sufficient up and downstream cross sections to adequately investigate the flooding situation. Staff from Wood Rodgers will most likely assist with this set up in person either at Wood Rodgers Reno or Carson offices or at Douglas County, according to the County's preference.

3. Hydraulic Model Execution

\$3,020 T&M

Wood Rodgers will complete the HEC-RAS model with consultation with Douglas County Staff. In addition, Wood Rodgers will prepare a memo detailing all assumptions, methods and parameters utilized in the modeling procedure as well as the results and a recommendation for solutions to the flooding problem.

4. Hydraulic Model Review

\$650 T&M

Upon completion of the hydraulic model, Wood Rodgers will submit to Douglas County for review. Wood Rodgers will make all necessary corrections and the model will be returned to the County along with explanations of the corrections.

Important assumptions relevant to our work efforts include the following:

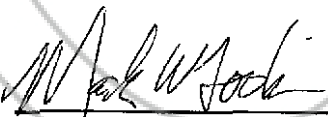
- There is not topography available for the area in the county topographic data base. There has been some survey collected for the crossing.
- Douglas County will provide the **Effective FIS** hydraulic model for the AE floodplain of Pine Nut Creek. This model will be utilized to quantify the peak flood flows that actually get to the Lupo Lane crossing.

Schedule: Wood Rodgers can begin work on the described efforts within one week of Notice-to-Proceed. As this is a T&M budget, work that is not necessary will not be completed and will not be billed. Should it become apparent that our T&M budget will be exceeded or that Scope of Work adjustments are necessary, we will notify you promptly and await direction prior to proceeding.

Exhibit "A" Wood Rodgers Invoicing, Payment & Liability Policies, and Exhibit "B", the hourly rate Fee Schedule for Time and Materials work and for Client requested changes are included as part of this contract.

Thank you for the opportunity to work with Douglas County. We are confident we will provide the quality and timeliness of professional services required to make this a successful study. Should you have any questions or require additional information, please contact Mary Horvath at (775) 823-4070 or myself at (775) 823-9446.

Sincerely,
Wood Rodgers Inc.



Mark Gookin, P.E., CFM
Principal

WOOD RODGERS, INC. INVOICING PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers Inc. in the performance of its services (blueprints, reproductions, etc.) and shall be billed at the actual cost to Wood Rodgers, Inc.
2. Invoices are submitted monthly by Wood Rodgers, Inc, Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within thirty (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, Wood Rodgers, Inc. total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of \$24,000. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.



EXHIBIT "B"

WOOD RODGERS, INC.

RENO/CARSON CITY FEE SCHEDULE

Effective January 1, 2009

CLASSIFICATION	STANDARD RATE
Principal Engineer/Hydrogeologist/Surveyor/Planner/LA*II	\$185
Principal Engineer/Hydrogeologist/Surveyor/Planner/LA*	\$150
Engineer/Hydrogeologist/Surveyor/Planner/LA*-III	\$125
Engineer/Hydrogeologist/Surveyor/Planner/LA*-II	\$115
Engineer/Hydrogeologist/Surveyor/Planner/LA*-I	\$95
Assistant Engineer/LA*	\$85
/Construction Project Manager	\$95
Cad Technician-III	\$95
Cad Technician-II	\$85
Cad Technician-I	\$75
Field Technician III	\$85
Field Technician II	\$80
Field Technician I	\$70
Lab Technician II	\$75
Lab Technician I	\$65
Project Coordinator	\$70
Administrative Assistant	\$60
2-Person Survey Crew**	\$160
3-Person Survey Crew**	\$220
Materials & Direct Charge	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect.

Blueprints, reproductions, and outside services will be charged at vendor invoice.
Auto mileage will be charged at the IRS standard rate, currently 58.5 cents per mile.

Fee Schedule subject to change January 1, 2010.



Exhibit C

Proposal for Assistance with HEC-RAS Modeling for Lupu Roadway Crossing

Fee Budget

Task	150 Principal Engineer	125 Engineer III	115 Engineer II	95 Engineer I	85 Assistant Engineer	95 Technician-III Cad	160 2-Person Survey Crew**	60 Administrative Assistant	Total
1 Survey		4	4	4			12		\$2,800.00
2 Hydraulic Model Set up	1	10	4	4					\$1,780.00
3 Hydraulic Model Execution		12	16	16					\$3,020.00
4 Hydraulic Model Review	1	3	3	3				1	\$870.00
Total									\$8,470.00

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Mar 9 2009
THOMAS Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol M. [Signature] Deputy

