

**OFFICIAL RECORD**

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: JULY 29, 2009

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 6 Fee: 0.00  
BK-0709 PG- 7084 RPIT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

**CONTRACT #2009.211**

(Title of Document)

FILED

NO. 2009.211

2009 JUL 29 AM 8:46

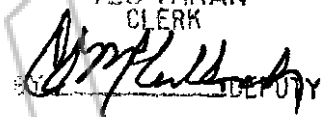
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract between Douglas County ("County")

and

Jacobs Engineering Group Inc. ("Contractor")  
985 Damonte Ranch Parkway, Suite 100, Reno, NV 89521

TED THLAN  
CLERK



WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, the services of Contractor specified in this Agreement 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 described in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements made in this Agreement, also referred to as contract, the parties agree as follows:

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

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor will have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor is not a Douglas County employee and that

There will 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 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:

Jacobs Engineering Group Inc. has entered into a contract with Douglas County to perform work from 5 Jul 09 to 15 Dec 09 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 it is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are consulting services for the repair of the bio-swale for the Lincoln Park Erosion Control Project. All hours are to be documented by Contractor, billed monthly and verified by the County Manager or his designee.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in paragraph (4) at a cost of \$9,949.84 (scope & fee attached) plus reasonable and necessary costs and travel expenses incurred by Contractor in performing its services under this contract, including current IRS reimbursement rate per mile between Carson City and Minden, but there will be no charge for travel time. Furthermore, the amount paid by the County to the Contractor hereunder will not exceed Ten Thousand Dollars (\$10,000.00).

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party provided that a revocation will not be effective until 30 days after a party has served written notice upon the other party.

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

**8. COMPLIANCE WITH APPLICABLE LAWS.** Contractor must 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 may not assign, transfer or 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 will 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 will be the exclusive property of the County and all materials must 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 must promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor will not use, willingly allow or cause to have the materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS 239 and must 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 professional services under this contract by Contractor or Contractor's agents or employees to the extent caused by the negligence act or acts of the Contractor, its employees or agents. County agrees to indemnify and save and hold harmless from any and all causes of action or liability to the extent caused by the negligent act or acts in connection with this contract of the County or anyone for whom the County is legally liable.

Excluding its liability to third parties for bodily injury and property damage, the total aggregate liability of Contractor arising out of the performance or breach of this Agreement shall not exceed the total compensation paid to the Contractor. Notwithstanding any other provision of this Agreement, Contractor and County shall have no liability to each other for contingent,

consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Contractor or County or their respective subcontractors.

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.

15. SUSPENSION AND DEBARMENT REQUIREMENTS FOR FEDERAL CONTRACTS. For federally-funded public works, the bidder certifies, by submission of this bid or acceptance of this contract, that neither he nor any principal of his business entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor further agrees by submitting this bid that he will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder, contractor or any lower tier participant is unable to certify to this statement it must attach an explanation to the solicitation or proposal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the 23<sup>rd</sup> day of July, 2009.

DOUGLAS COUNTY  
By: [Signature] County Manager  
Nancy McDermid, Chair (Date)  
Douglas County Commission. 7/27/09

CONTRACTOR  
By: [Signature] 7/14/09  
Robert M. Clement (Date)  
Group Vice President  
Jacobs Engineering Group Inc.

Attest:  
By: [Signature]  
Ted Thran, Douglas County Clerk-Treasurer

[Signature]  
DEPUTY CLERK

SERVICES TO BE PERFORMED

Lincoln Park - Bio Swale Improvements

	Telesto	Jacobs	
Field Visit May 18th	0	3	
Field Visit with Dave Hagen	3	2	
Preliminary Alternative Modeling	9	0	
Modeling and design of preferred alternatives	12	0	
2nd TAC meeting to show findings and choose alternative	6	4	
Final drawings and estimates	8	2	
Contractor procurement (assuming a County abbreviated procedure)	0	8	
Construction administration	8	6	
	38	25	
Plus 10% for uncertainties	3.8	2.5	
Sub Total	41.8	27.5	
	\$125/hr	\$171.80/hr	Total
	\$5,225.00	\$4,724.84	\$9,949.84

COPY

**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: July 29 2009  
THRAV Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By: Carol M. Callach Deputy