

DOC # 0767466  
07/23/2010 01:49 PM Deputy: SG

OFFICIAL RECORD

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: JULY 23, 2010

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 10 Fee: 0.00  
BK-0710 PG- 4272 RPTT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT  
(MAHMOOD AZAD)

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

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

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.169

(Title of Document)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR 2010 JUL 23 AM 8:51

A Contract between Douglas County

and

R O Anderson *ENGINEERING, INC.*  
1603 Esmeralda Ave  
Minden, NV 89423

TED THUAN  
CLERK

*[Signature]*

*ROA*

*ENGINEERING, INC.*

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 R O Anderson hereinafter "ROA" or "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 authorized representatives of the Parties.

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 Douglas County;
- (2) Industrial insurance coverage provided by Douglas County;
- (3) Participation in group insurance plans which may be available to employees of Douglas County;
- (4) Participation or contributions by either the independent contractor or Douglas County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by Douglas 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 Douglas County to make any payment under this contract, to provide Douglas 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:

R O Anderson has entered into a contract with Douglas County to perform work from

16<sup>th</sup> July, 2010 to 15<sup>th</sup> July, 2012 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 Douglas 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 Douglas 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 Contractor, ROA will be the planners and design engineers for the Warrior Way Water Quality Improvement Project as set forth in the "Engineers Scope of Services" attached as Attachment "A".

**5. PAYMENT FOR SERVICES.** Contractor ROA agrees to provide the services set forth in paragraph (4) and the attachments hereto at a cost of \$227,404 plus a 10% contingency resulting in the total cost of \$250,145. The 10% contingency cannot be used without a written authorization.

**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 Douglas 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 Douglas County, including, but not limited to, the contracting agency, the Douglas County Manager, the Douglas County 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 Douglas County and all materials must be remitted and delivered, at Contractor's expense, by Contractor to Douglas County upon completion, termination or cancellation of this contract. Alternatively, if Douglas 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, Douglas County, in writing, requests any or all of the materials, then Contractor must promptly remit and deliver the materials, at Contractor's expense, to Douglas 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 Douglas County.

**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with Douglas 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 Douglas 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 Douglas 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. Douglas 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 Douglas County or anyone for whom Douglas County is legally liable.

**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 Douglas County 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.

The Parties have executed this agreement and intend to be legally bound by it.

**DOUGLAS COUNTY**  
Michael A. Olson July 15, 2010  
Chair Michael A. Olson (Date)  
Douglas County Board of Commissioners

**CONTRACTOR**  
R O Anderson 7-1-10  
R O Anderson (Date)

**ATTEST:**  
Ted Thran  
Ted Thran, Clerk

**BY:** Louann Suduch  
CLERK TO THE BOARD

## **Attachment A**

### **Engineer's Scope of Services**

The Scope of Services has been broken down into four main parts which generally follow the project schedule as presented in the grant applications to the United States Forest Service and Nevada Division of State Lands. It is understood that the Project Scoping process has generally been ongoing since the beginning of the year; therefore the project has been broken down into Planning, Design and Project Management. These four areas are described fully below with the costs and timeframes associated with each element.

#### **1.0 Planning Services**

The planning phase of the project consists of several elements that are necessary to document existing conditions, explore possible design alternatives and ensure compliance with regulatory and permitting agencies such that the final design is complete and the overall project goals are achieved within the project schedule. The planning services contemplated with this proposal are as follows:

##### **1.1 – Kick-off Meeting and Confirmation of Scope of Services:**

The Engineer will coordinate an initial kick-off meeting with the Owner to confirm the scope of services, budget and schedule. The following items are also expected to be covered at this meeting:

- Permitting requirements
- Review agencies
- Points of contact
- Preferred methods of exchanging information
- Site access
- Preferred billing procedures

Other items beyond those noted above may be reviewed at this initial meeting. The final deliverable for this task will be a status update memorandum summarizing the results of the meeting.

##### **1.2 – Site Survey:**

The Engineer will perform a preliminary site investigation and topographical survey of the project site identifying relative locations of existing physical features including ground elevations. The Engineer will also prepare a base map of the existing property lines and rights-of-way of the adjacent parcels from existing record maps as they may exist. This effort does not contemplate a boundary survey by the Engineer. The final deliverable for this task will be the production of an existing conditions survey which shall serve as the base map for this project. The information will be presented to the Owner on a standard 24"x36" size drawing produced to the smallest standard Engineering scale.

**1.3 – TAC, Stakeholder Facilitation & Public Participation:**

The Engineer will attend regularly scheduled Technical Advisory Committee (TAC) meetings as may be required to obtain permit approval for the proposed project. This task also includes participation in coordinating and attending four meetings with project stakeholders and interested members of the public. These meetings are anticipated to coincide with the following milestones: completion of design alternatives, 30% design, 60% design and 90% design. Final design is only anticipated to be presented to the TAC. The final deliverable for this task will be issuance of meeting minutes summarizing the results of the TACs and the meetings with stake holders and the public.

**1.4 – Environmental Documentation:**

This proposal does not contemplate preparing any environmental documentation that may be necessary. During the grant application process it was understood that the environmental documentation would be provided by the US Forrest Service's consultant. Only minor coordination between our office and the environmental consultant is anticipated with this proposal.

**1.5 – Existing Conditions Analysis:**

The Engineer will prepare the draft Existing Conditions Analysis Memorandum and the Alternatives Development and Analysis Memorandum for review and approval by the Owner. The memorandum report will summarize the results of the site investigation, topographical survey, geotechnical investigation, Pollutant Load Reduction Model (PLRM) and continuity analysis. The Engineer will sub-consult the work involved with the geotechnical investigation as well as the PLRM model and continuity analysis. This planning phase of the project will utilize the Lake Tahoe Basin Storm Water Quality Improvement Committee's (SWQIC) Formulating and Evaluating Alternatives for Water Quality Improvement Projects (FEA) document as guidance in moving the project towards the selection of a preferred alternative. The memorandum will be presented in a report format and cover such topics as: project overview and description, statement of project goals, identification of partners, base maps, watersheds, land use and ownership, results of environmental evaluation, identification of trouble areas, summary of hydrologic conditions, water quality summary and analysis and site constraints.

**1.6 – Formulation & Evaluation of Alternatives:**

The Engineer will work with the Owner and TAC to formulate alternative designs for consideration prior to selecting a preferred approach. While there is no set number of alternatives to consider at this time, this proposal contemplates a maximum of three different design alternatives that will need to be evaluated in a report format for consideration by the Owner and TAC. Additional alternatives could be considered but at an additional cost to the Owner than what is stated in this proposal.

**1.7 – Pollutant Load Reduction Model & Continuity Analysis:**

The Engineer will provide the PLRM and continuity analysis through a local sub-consultant. This task contemplates the following efforts:

- Formulate an understanding of the Lake Tahoe Total Maximum Daily Load (TMDL).
- Application of the PLRM model to the project area for the design alternatives, technical memorandums on the results of the model runs.
- Continuity analysis of the project area to Lake Tahoe.

The results of this task will be summarized in the Existing Conditions Report, Design Alternatives Report and Final Design Report.

**Budget:** *Task 1.0 will be provided for the lump sum amount of \$115,399.00. Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Douglas County by Engineer, unless otherwise agreed. The amount billed in each invoice will be calculated based upon the actual time incurred on the Project for the billing period.*

**Timing:** *While intermediate milestones will be discussed and agreed to at the project kick-off meeting; overall it is the intent of this proposal to have the Planning phase of the project completed by December 2011.*

**2.0 Design Services**

The Engineer will prepare a set of final improvement plans for the project to a level appropriate for permitting, bidding and construction. The plans will include site, grading and utility plans along with requisite construction details commensurate with plans and specifications for similar projects in this area. The design will incorporate comments from the Owner, TAC and public input. This task contemplates preparation of 30%, 60% and 90% progress plans prior to preparation of the final design. This task includes responding to review comments from permitting agencies and incorporating required changes into the plan sets as necessary. The deliverable for this task will be a design report and a full set of improvement plans.

**Budget:** *Task 2.0 will be provided for the lump sum amount of \$52,005.00. Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Douglas County by Engineer, unless otherwise agreed. The amount billed in each invoice will be calculated based upon the actual time incurred on the Project for the billing period.*

**Timing:** *Task 2.0 will be performed within twelve months of selection of preferred design alternative.*

**3.0 Services During Construction**

The Engineer will provide support services during the course of construction. These services include providing one set of construction control stakes to the contractor, providing inspections and testing (sub-consulted) in accordance with Orange Book Standard Specifications for Public Works Construction (latest edition), ensuring compliance with the Stormwater Pollution Prevention Plan and temporary Best Management Practices and answering questions that may arise during construction.



**Budget:** *Task 3.0 will be provided for the lump sum amount of \$30,000.00. Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Douglas County by Engineer, unless otherwise agreed. The amount billed in each invoice will be calculated based upon the actual time incurred on the Project for the billing period.*

**Timing:** *Task 3.0 will begin upon completion of Task 2.0 and continue until project close out.*

**4.0 Project Management**

Under this task the Engineer will act in the capacity of overall project administrator and coordinator to ensure the project is completed timely and on budget. We anticipate coordination meetings with representatives from TRPA, USFS, NSDL, and other permitting and review agencies and attendance at board meetings on behalf of the project. This task includes preparation of permit applications for construction, public bid documents, participation in progress meetings, issuing update memorandums and responding to questions that may arise during construction.

**Budget:** *Task 4.0 will be provided for the lump sum amount of \$30,000.00. Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Douglas County by Engineer, unless otherwise agreed. The amount billed in each invoice will be calculated based upon the actual time incurred on the Project for the billing period.*

**Timing:** *Task 4.0 will begin upon execution of contract and end upon project close out.*

**Summary of Services:**

Task 1.0	Planning Services	\$115,399.00
Task 2.0	Design Services	\$52,005.00
Task 3.0	Services During Construction	\$30,000.00
Task 4.0	Project Management	\$30,000.00
<b>Total</b>		<b>\$227,404.00</b>

**Summary of Exclusions:**

In general, this proposal does not include any items not specifically mentioned above; more specifically, the proposal does not include the following:

1. Any type of fees such as: application, review, permit, bonds, capacity or connection, utility contracts
2. Environmental studies, except those clearly defined in Task 1
3. Continuous site inspection
4. Procurement of any off-site easements
5. FEMA Permitting or flood studies
6. US Army Corps, wetland permitting or delineation

## Exhibit B

### R.O. ANDERSON ENGINEERING, INC. HOURLY RATE SCHEDULE

Effective January 1, 2010

<u>Engineering/Design Services:</u>	<u>Hourly Rate</u>
▪ Principal Engineer	\$180
▪ Director of Engineering, PhD	\$180
▪ Director of Engineering	\$155
▪ Project Manager	\$130
▪ Project Engineer	\$120
▪ Residential Designer	\$105
▪ Senior Hydraulic Analyst/GIS Specialist	\$105
▪ Civil Engineering Designer	\$95
▪ Engineering Intern	\$95
▪ Water Rights Specialist	\$90
▪ CADD Operator	\$80

<u>Surveying Services:</u>	<u>Hourly Rate</u>
▪ Director of Surveying	\$150
▪ Professional Land Surveyor	\$110
▪ Land Surveying Intern	\$95
▪ Survey Party Chief	\$95
▪ One Man Surveying Crew (Robotic or GPS Equipment)	\$130
▪ Two Man Surveying Crew	\$180
▪ Surveying Technician	\$75

<u>Planning Services:</u>	<u>Hourly Rate</u>
▪ Director of Planning & Entitlements	\$180
▪ Senior Planner	\$125
▪ Graphic Artist	\$110
▪ Grant Program Professional	\$90
▪ Associate Planner	\$80

<u>Administrative Services:</u>	<u>Hourly Rate</u>
▪ IT Manager	\$105
▪ IT Specialist	\$90
▪ Administrative Assistant	\$65

#### 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 23, 2010  
 \_\_\_\_\_ Clerk of the \_\_\_\_\_ Judicial District Court  
 of the State of Nevada (in and for the County of Douglas).  
 By: [Signature] Deputy