

OFFICIAL RECORD

Requested By:

DC/COMMUNITY DEV

Assessor's Parcel Number: N/A

Date: FEBRUARY 15, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 9 Fee: 0.00
BK-0211 PG- 3029 RPTT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.025

(Title of Document)

FILED

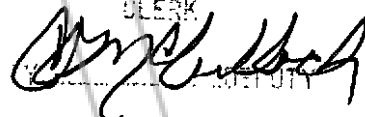
CONTRACT FOR PROFESSIONAL SERVICES

2011.025

**BETWEEN
DOUGLAS COUNTY, NEVADA
P.O. BOX 218
MINDEN, NV 89423
(775) 782-9821
"COUNTY"**

2011 FEB 15 PM 12:09

TED THIRAN
CLERK



**AND
R O ANDERSON ENGINEERING, INC.
1603 ESMERALDA AVE
MINDEN NV 89423
(775) 782-2322
"CONTRACTOR"**

WHEREAS, Douglas County, (hereafter "County") is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, Douglas County desires to employ an independent contractor to provide investigation of flood impact on the Community Center at Cottonwood Slough; and

WHEREAS, it is deemed that the professional services of R O Anderson Engineering, Inc. (hereafter "Contractor" or ROA) herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that they are experienced, duly licensed, 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 AND TERM OF CONTRACT. This contract will be effective upon approval and signature by Contractor and the Douglas County, County Manager. Time is of essence for performance of the professional services described herein. The term of contract shall run from February 4, 2011 through May 31, 2011. This Contract may be extended for additional one-month periods, provided that both parties agree in writing, attached as an Amendment to this Contract. If extended, all provisions of this Contract remain in effect.

2. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 333.170 (formerly 284.173), 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 provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE.

A. Unless Contractor complies with paragraph B, below 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 Nev.Rev.Stat. §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:

R O Anderson Engineering, Inc has entered into a contract with Douglas County to perform work from February 4, 2011 through May 31, 2011, and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 616.280 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, immediately 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 immediately stop work and may immediately suspend or terminate the contract.

B. 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 by Contractor are as follows:

The Contractor will conduct hydraulic modeling in the vicinity of Cottonwood Slough to determine the Base Flood Elevation and the impact of a proposed structure on Cottonwood Slough and the Base Flood Elevation. The detailed services that the Contractor will provide and the estimated timeframes for accomplished those services are set forth in Exhibit A. The Contractor will not start a task, as detailed in Exhibit A, without County authorization.

5. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph 4 at a cost not to exceed \$13,250. The County shall make payments each month during the contract period, based on Contractor providing an invoice by the 10th day of each month. The specific rates for Contractor's services is set forth in Exhibit A. The Contractor will not start a task, as detailed in Exhibit A, without County authorization. The County will be responsible for directly paying all application, review, noticing and recording fees assessed/required by local agencies.

6. CONFLICT OF INTEREST. By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify Douglas County of any other contracts or projects they are working on that may impact Douglas County.

7. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County, unless the contract is terminated pursuant to paragraph 6.

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 to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share for the senior judge and any other related court fees. Each party is responsible for 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.

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 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. 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. All documents or any other materials prepared by the Contractor under this contract become the sole property of Douglas County and must be delivered to Douglas County. Douglas County has the absolute right to use any materials prepared under this Contract for whatever purpose they may so desire.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to paragraph 15), 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 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, 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 shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of or connected with work performed under this Agreement resulting from any negligent acts, errors or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

15. 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.

16. NON 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 accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

17. AUTHORITY. The parties represent and warrant their authority to enter into this agreement.

18. STANDARD OF CARE. Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party, against either Contractor or County.

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

Robert O. Anderson, Inc 2-3-11
On behalf of and with authority to sign for: (date)
R.O Anderson Engineering, Inc.

Printed Name & Title: ROBERT O. ANDERSON, PRESIDENT

Michael B 2/4/11
T. Michael Brown, County Manager (date)
Douglas County

RECEIVED

JAN 28 2011

**DOUGLAS COUNTY
COMMUNITY DEVELOPMENT**

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PG- 3035
02/16/2011
0778634 Page: 7 Of 9

January 28, 2011

Hand Delivered

Mahmood Azad, P.E.
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue
Minden, Nevada 89423

**Proposal for Hydraulic Modeling of a Portion of Cottonwood Slough
To Support Selection of Site Selection for a Community Center
Douglas County, Nevada**

Dear Mahmood:

Thank you for the opportunity to provide a proposal to execute a flood-hydraulics study of the portion of Cottonwood Slough upstream from Waterloo Lane in Gardnerville, Douglas County, Nevada. It is based on my understanding that Douglas County is considering a portion of the site (APN 1220-040-601-019 or -020) for construction of a community center.

Based on our discussion from a couple of weeks ago, it is appropriate to offer hydraulic-modeling assistance to better understand the potential impact of the proposed structure on Cottonwood Slough Base Flood Elevations before approaching the Conditional Letter of Map Revision (CLOMR) phase. This is particularly appropriate given that a CLOMR application, the construction phase, and the LOMR application might be two years or more in the future.

Mr. Mahmood Azad provided a copy of the FLO-2D model prepared by Manhard Consulting in association with their work on Pine Nut Creek. This model contains the area of interest along Cottonwood Slough in addition to other portions of Carson Valley. Given that this FLO-2D modeling is likely to become the effective model, either in its current form or in an adjusted form resulting from the FEMA review process, the Manhard FLO-2D model should be used to assess the potential impact of the proposed community center on Cottonwood Slough Base Flood Elevations.

Task 1 — Topography: Some of the site features should be surveyed to establish and confirm elevations on the NAVD88 datum. These include:

1. Culvert(s) beneath Waterloo Lane,
2. Structural fill placed in the right overbank area as part of the adjacent commercial development,

Mr. Mahmood Azad
January 28, 2011
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3. Profile grade of Waterloo Lane,
4. Border and grade of Lampe Park Skate Facility, and
5. Other shots as determined by a field visit.

Vertical datum to be used for the topography is National Vertical Datum of 1988 (NAVD88).

Fee to accomplish Task 1: \$3,000.

Task 2 — Modeling and Impact Assessment: The Cottonwood Slough portion of the Manhard FLO-2D model will be reviewed as part of our due diligence in using a hydraulic model not developed under our direction. Any adjustments needed to bring the model into compliance with field measurements will be completed and documented so that they can be reported to Douglas County at project completion.

FLO-2D will be used to assess the impact of placement of the proposed community center on the effective floodplain. Initial results will be presented to Douglas County personnel for review and comment. Dr. Thompson will be available to work with Douglas County personnel to make adjustments to the proposed site so that impacts on the floodplain can be minimized. Results will be summarized in a letter report at the end of the project.

Fee to accomplish Task 2: \$8,000.

Task 3 – Meetings and Presentations: Meetings with a variety of individuals and groups associated with development of the community center in the Cottonwood Slough floodplain near Waterloo Lane are anticipated. The purpose of this task is to provide supporting documentation for such meetings as well as time for Dr. Thompson to meet with interested parties.

Fee to accomplish Task 3: \$2,250.

Total Fee to Accomplish Tasks 1–3: \$13,250 lump sum.

Schedule: The services defined in this scope can begin within two (2) weeks after receipt of notice to proceed, which will be receipt of the executed agreement attached to this letter proposal. Preliminary results should be available within about four weeks. However, the exact project time frame depends on Douglas County personnel schedule. That is, if meetings are required, the proposed schedule could change based on availability of Douglas County personnel. Approximately one additional week will be required to complete a letter report once modeling activities are finished.

Assumptions: A few assumptions were made during preparation of this scope of services and fee proposal. They are:

1. Douglas County will provide the location of the proposed structure in sufficient detail to determine the extent of fill necessary to raise the floor above the Base Flood Elevation.

Mr. Mahmood Azad
January 28, 2011
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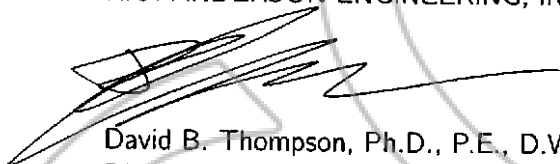
- 2. Adjustments to the proposed flow split between Cottonwood Slough and East Fork Carson River will not be included in the modeling. Flowrates used in the Manhard FLO-2D model will be used for this effort.
- 3. One or two alternatives for the Waterloo Lane site will be examined. (These include the initial proposed layout provided by Douglas County and an additional iteration if required.) Additional adjustments might require a contract modification, depending on the level of effort required to make the requested adjustments.

The initial outcome of the proposed study is determination of the impact of the proposed structure on the regulatory floodplain proposed by Manhard and to provide support for decision-makers about placement and orientation of the structure and associated parking areas. It is anticipated that the FLO-2D model used in this study will become the effective model once FEMA reviewers complete their review of the Manhard study. Once that determination is made, then the modeling used to support the selection of the site can be used to prepare a CLOMR application. I will be pleased to prepare a scope and fee proposal for preparation of CLOMR and LOMR applications at that time.

Thank you for the opportunity to assist you with this project. If you have any questions or comments, please call me at 775.215.5013 (direct) or email me at dthompson@roanderson.com.

Yours sincerely,

R.O. ANDERSON ENGINEERING, INC.



David B. Thompson, Ph.D., P.E., D.WRE, CFM
Director of Engineering

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: Feb 15 2011
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy