

Doc Number: **0836114**

12/30/2013 12:40 PM

OFFICIAL RECORDS

Requested By:  
DC/PUBLIC WORKS

Assessor's Parcel Number:   N/A  

Date:   DECEMBER 30, 2013  

Recording Requested By: \_\_\_\_\_

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 11      Fee: \$ 0.00

Bk: 1213 Pg: 5251



Deputy: sg

Name:   EILEEN CHURCH, PUBLIC WORKS    
  (JF)  

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

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

Real Property Transfer Tax: \$   N/A  

  CONTRACT #2013-280  

(Title of Document)

FILED

NO. 2013.280

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

RECORDED 11:40

A CONTRACT BETWEEN

**DOUGLAS COUNTY**

AND

**STANTEC CONSULTING SERVICES INC.  
6995 SIERRA CENTER PARKWAY, SUITE 200  
RENO, NV 89511**

TED THUAN  
CLERK  
*[Signature]*  
DEPUTY

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and Stantec Consulting Services Inc., a Nevada corporation ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**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 personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties. All tasks must be completed within 60 days of the effective date of the Contract.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (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 that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will 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 that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Stantec Consulting Services Inc. has entered into a contract with Douglas County to perform work from December 30, 2013 to March 31, 2014 and requests that the an authorized 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  
C/O Jeff Foltz  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the personal services to be performed are as follows:

Provide engineering design services for the construction of modifications to the existing traffic signal at the intersection of US Highway 395 and Waterloo Lane in Gardnerville, Nevada. Refer to the attached Exhibit "A" for the Engineer's Scope of Services. See also Exhibit "B" for Project Schedule.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed fifteen thousand dollars (\$15,000) (the "Contract Price"). In addition, the County does not agree to reimburse Contractor for travel expenses and per diem allowances. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed by Contractor. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

**6. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given an opportunity to cure the breach.

**7. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

County shall provide notice to the Contractor in the event County fails to appropriate funds and, in such event, Contractor's obligations under the Contract shall immediately cease, except for the completion of any services paid in advance, if any.

**8. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator. The fee, rate or charge of the

or relating to the Contract before an independent mediator. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**10. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the 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 the 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.

**12. 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Contractor expressly understands and 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, will 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. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way 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.

**14. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County and its employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**15. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**17. STANDARD OF CARE.** Contractor will perform all 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.

**18. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:** Douglas County  
Attn: Jeff Foltz  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-6227

**To Contractor:** Stantec Consulting Services Inc.  
6995 Sierra Center Parkway, Suite 200  
Reno, NV 89511

**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other

competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

**22. LIMIT OF LIABILITY.** The total amount of all claims County may have against Contractor under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the Contract Price or \$50,000, whichever is greater. As County's sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against Contractor and not against any of Contractor's employees, officers or directors except in cases of willful or intentional misconduct.

Contractor's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by County, including but not limited to claims for loss of use, loss of profits and loss of markets.

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

Stantec Consulting Services Inc.

By: *John D. Walsh P.E., Principal* 12.12.13  
(Date)

**Douglas County**  
By: *[Signature]* 12-19-13  
**Steve Mokrohisky County Manager** (Date)  
**Douglas County**

# Exhibit "A"



6995 Sierra Center Parkway, Suite 200  
Reno NV 89511-2279  
Tel: (775) 850-0777  
Fax: (775) 850-0787

0836114 Page : 8 of 11

BK : 1213  
PG : 5258  
12/30/2013

December 9, 2013  
File: 180180008

**Attention: Jeff Foltz, PE**  
**DOUGLAS COUNTY PUBLIC WORKS**  
1120 Airport Road, Building F-2  
P.O. Box 218  
Minden, NV 89423

Dear Jeff,

## **Reference: Waterloo Ln. – US Hwy 395 Traffic Signal Modification**

Per your request, Stantec proposes to prepare construction drawings to modify the existing traffic signal and develop striping plans for the west approach at the subject intersection. The proposed services are based upon the recommendations for striping and signal modifications contained in the Douglas County Community and Senior Center Traffic Analysis, Solaegui Engineers, May 11, 2012. The following scope of work summarizes Stantec's proposed services:

### **SCOPE OF WORK (SOW)**

- A. Prepare construction plans to modify the existing traffic signal to accommodate dual left turn lanes and a shared through/right turn lane on the west approach to the Waterloo Ln. – US Hwy. 395 intersection. Anticipated sheet count: 1.
- B. Prepare a striping and signage plan to modify the existing striping and signage on the Waterloo Ln. west approach to the subject intersection. Striping will consist of dual left turn lanes and a shared through/right turn lane at the intersection. A center two-way left turn lane will be delineated from the western limits of the dual left turn lanes to and including the west driveway of the Community and Senior Center. Striping will taper back to meet the existing striping west of the Community and Senior Center's west driveway. Signage will be modified as necessary to accommodate the adjusted geometry. Anticipate sheet count 1 to 2.
- C. All technical specifications will be placed on the plans.
- D. Provide a determination if any of the mast arms that Douglas County has stored at the airport are suitable for use in the modifications at this intersection approach. This determination will be based on a review of the type of existing signal pole, and type and length of mast arms. A structural analysis of the pole footing is not included in this assessment.
- E. Stantec will provide a memorandum containing recommendations for future improvements to the intersection to address requirements of the Americans with Disabilities Act (ADA).
- F. SOW includes one field visit to confirm existing traffic signal and striping configuration shown on the base map. Four hours of drafting time to modify the base map.
- G. SOW includes one coordination meeting with Douglas County.





December 9, 2013  
Jeff Foltz, PE  
Page 2 of 2

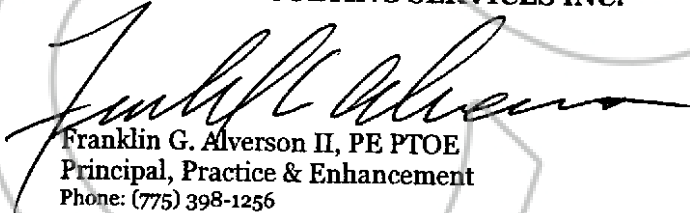
- H. Construction drawings will be submitted at preliminary design (35%), 90% and final (100%) stages.
- I. Exclusions: SOW does not include any of the following services:
- Topographic mapping,
  - Construction support services including, but not limited to, construction observation, construction administration, record drawings, construction stakeout and shop drawing review.
  - Nevada Department of Transportation encroachment permit.
  - Traffic control plans. It is assumed the Contractor will provide all traffic control plans.
- J. Douglas Country Scope of Work
- Prepare a base map suitable for final design purposes at a scale of 1"=20'. The base map will include the surface features of the existing traffic signal system, existing striping, curb and gutter, sidewalk, right-of-way, surface features for all existing utilities and adequate control to dimension the location of proposed improvements. The base map is to cover the full limits of the anticipated improvements, i.e. traffic signal modifications and proposed striping. Stantec has the right to rely on the accuracy of Douglas County's base map.
  - Prepare construction documents for either a standalone project or to incorporate the proposed signal modifications and new striping into future Douglas County work.
  - Douglas County will provide review comments on the 35%, 90% and 100% submittals with two weeks of receipt of the submittal.


We proposed to provide the above services for a fee of \$15,000.00. We will proceed with the work upon receipt of an executed agreement. We anticipate completion of the work within 35 days of receipt of the Douglas County base map as detailed in Item G above. (Includes Douglas County review time. See attached schedule).

If you have any questions, please call.

Regards,

**STANTEC CONSULTING SERVICES INC.**

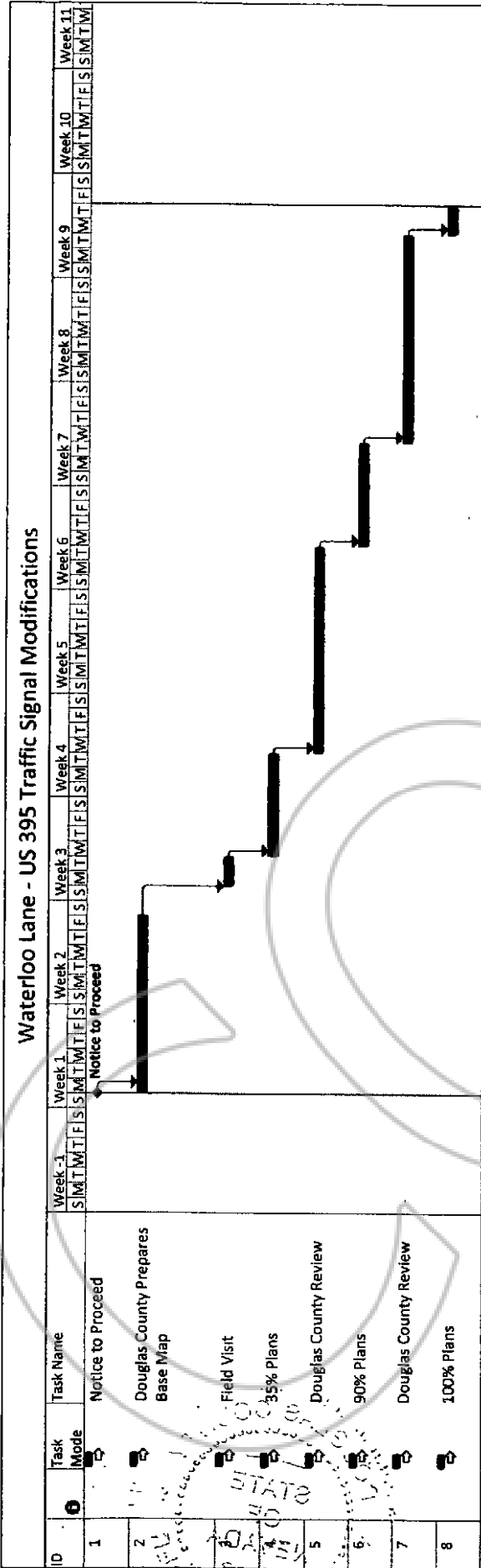
  
Franklin G. Alverson II, PE PTOE  
Principal, Practice & Enhancement  
Phone: (775) 398-1256  
Fax: (775) 850-0787  
[Frank.Alversonii@stantec.com](mailto:Frank.Alversonii@stantec.com)

  
Joseph A. Mactutis, PE  
Associate, Transportation Engineer

Attachment: Schedule

c. John Welsh, Stantec

Waterloo Lane - US 395 Traffic Signal Modifications



Task Legend:

- External Tasks
- External Milestone
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- Deadline
- Progress

Project: Schedule\_revised.mpp  
Date: Wed 11/6/13

COPY

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

30th day of Dec, 2013

By [Signature] Deputy