

Recorder's Office Cover Sheet

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Department: COMMUNITY DEVELOP.



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

WEST COAST CODE CONSULTANTS (WC³) BY

FILED
NO. 2020, Old
05/05/2020
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
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 XYZ, a sole proprietor ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County, from time to time, requires the services of independent contractors;

WHEREAS, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as 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 and will remain in effect from its effective date through December 1, 2020 unless otherwise extended out in writing by both parties.

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:

WC³ has entered into a contract with Douglas County to perform work from April, 15, 2020, through October 15, 2020 and requests that 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
Attn: Dave Lundergreen
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 Contractor will perform the following services for the benefit of the County:

- A. Provide plan review services for the Lake Tahoe Event Center Project. It is our understanding that this project is for a new event center at Lake Tahoe. The building will be of Type I-B Construction and approximately 141,250 Square feet.

The Contractor would provide building code and structural reviews for the proposed project.

- B. The Contractor shall provide plan review services as described in Exhibit "A", Scope of Work, attached hereto and incorporated by this reference.

5. PAYMENT FOR SERVICES.

All fees for this project will be billed as a lump sum fee as noted below:

- Plan Review Fee**\$12,000.00

Fixed fee services for this project will be billed upon completion of the initial review and will include the first review as well as two (2) follow-up reviews. Any additional services beyond the scope of work, such as follow-up reviews beyond the first two, revisions to the plans, deferred submittals, or modifications, will be billed at the hourly rates noted in Table 1 below; however, additional work will not be performed without written authorization from the County. In no event shall the contract amount exceed \$50,000 without first obtaining approval of the Douglas County Board of County Commissioners.

Table 1 – Applicable Hourly Rates

<i>Classification</i>	<i>Hourly Rates</i>
1. Building Plans Examiner	\$95.00
2. Structural Plan Review Engineer	\$120.00
3. Permit Technician/Clerical Support	\$65.00

Expedited review services may be requested for the initial services or any additional services. Expedited services will require a 50% increase to the fees listed above to account for overtime costs. Contractor is solely responsible for providing all materials, supplies, travel costs, insurance, and other costs necessary to perform Contractor's services. Contractor agrees to send a monthly invoice to County for the services rendered to County no later than ten (10) days after the end of each month and payment will be due to Contractor within 30 days of the County's receipt of Contractor's invoice.

6. TERMINATION OF CONTRACT. County may terminate the Contract upon at least 30 days advance written notice to Contractor.

7. NONAPPROPRIATION. 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.

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 mutually agreed to by the parties. 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.

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. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

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 OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

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 Contract.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by others with Contractor's skill and training.

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, Superintendent, 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
Post Office Box 218
Minden, Nevada 89423

To Contractor: West Coast Code Consultants
908 W. Gordon Ave., Ste. #3
Layton, Utah 84041

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 third parties 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.

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

Contractor

By: Todd Snider 04/23/2020
Todd Snider, S.E (Date)

Douglas County

By: Patrick Cates 4/15/20
Patrick Cates, Douglas County Manager (Date)

AFFIDAVIT

I, Todd Snider, being duly sworn, depose and declare:

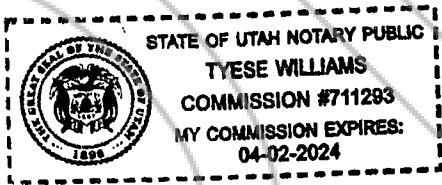
- 1) I represent the company West Coast Code Consultants (WC³) and have lawful authority to bind said company;
- 2) WC³ will not use the services of any party other than employees of WC³ in the performance of this contract;
- 3) WC³ elects to not be included in the terms, conditions, and provisions of NRS Chapters 616A- 616D, inclusive; and
- 4) WC³ is otherwise in compliance with the terms, conditions and provisions of NRS Chapters 616A-616D.

I release Douglas County from all liability associated with claims made against me in the performance of this contract as it may relate to any compliance with NRS Chapters 616A-616D, inclusive.

Signed this 23 day of April, 2020.

By: T. Snider
Todd Snider, SE / Utah Regional Manager

State of Nevada Utah)
County of Douglas Davis) ss:



On this 23 day of April, 2020, before the undersigned Notary Public, personally appeared Mr. Todd Snide, having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that he executed it.

Witness my hand and official seal.

Tyese Williams
Notary's Signature

EXHIBIT "A"
SCOPE OF WORK

I. GENERAL

- A. WC³ shall possess and keep in force all licenses and certifications required to perform the services of this Agreement.

II. STANDARDS AND QUALIFICATIONS

- A. Person(s) performing plans examination services must possess and maintain certification as an International Code Council (ICC) Certified Building Plans Examiner.
- B. Person(s) performing structural peer review services must possess and maintain registration as a professional engineer in the State of Nevada and have a minimum of five (5) years of experience in the design or review of buildings, to the standards set forth in the International Building Code (IBC).

III. GENERAL PLAN REVIEW SERVICES

Responsibilities of WC³ when performing structural review services shall include but not be limited to:

- A. Review and examine construction drawings, designs, geotechnical studies, specifications, and supporting calculations and documents for projects that are seeking a building permit. All documents shall be examined for their adequacy and compliance with the adopted building code(s) as well as state and local amendments.
- B. When appropriate, contact the design team for each selected project for clarification of plans, rationale, theory, or calculations to cover relevant code issues involved in the plan review process.
- C. Upon prior approval by Douglas County, WC³ shall be authorized to discuss its findings and judgments with agents representing owners or developers of the selected projects and to review alternative plans, specifications and calculations that are proposed by such agents to correct identified deficiencies. Alternatives shall conform to the generally accepted methods and standards of construction, the adopted building code requirements and sound engineering practice.

IV. DELIVERABLES

WC³ shall provide Douglas County with the following:

- A. The initial plan review is completed within ten (10) business days from the date the plans are received. Follow-up reviews will not be provided as part of the initial scope of work, if requested at additional expense by Douglas County they will be completed within (5) business days of receipt.

- B. Expedited, multi-phased or electronic plan reviews can also be provided at the request of Douglas County.
- C. Upon completion of the plan review, WC³ shall submit a written report to the Douglas County disclosing all findings as a result of the peer review. WC³ shall be available to discuss the findings of the report with the Douglas County as necessary to address the plan review comments. In addition, WC³ shall provide periodic progress reports as they are requested by the Douglas County.
- D. The Douglas County shall be the sole owner of all information, materials and documents produced under this Agreement. WC³ shall not, without written approval by the Douglas County, disclose publicly said records.



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

5th day of May, 2020

By _____ Deputy