

Recorder's Office Cover Sheet

Recording Requested By:

Name: ANN DAMIAN

Department: COMMUNITY DEVELOPMENT



KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____

**CONTRACT FOR PROFESSIONAL DESIGN SERVICES
BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

R.O. ANDERSON ENGINEERING, INC.

FOR

HIGHWAY 395 / TOLER LANE CULVERT DESIGN, DC PROJECT #: _____

This Contract for Professional Design 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 R.O. Anderson Engineering, Inc., a Nevada corporation, Lic.#NV19921072789 ("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 it 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 September 30, 2021.

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;

FILED

NO

2021.051

4-15-21

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY



DEPUTY

- (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 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:

R.O. Anderson Engineering, Inc. has entered into a contract with Douglas County to perform work through June 1, 2021, 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 Community Development
C/o Ann Damon
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 agrees to provide professional engineering and land surveying services in support of the design of the culvert crossing of the Martin Slough at Toler Avenue, near U.S. Hwy 395 in Gardnerville, Nevada, as more specifically described in **Exhibit "A"** attached hereto and incorporated by reference.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed Twenty-Five Thousand (\$25,000) as detailed in **Exhibit A**. 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; final invoice shall be submitted no later than ten (10) days after the completion of the services provided to the County and the delivery of the final improvement plans.

6. TERMINATION OF CONTRACT. County may terminate the Contract upon at least 30 days advance written notice to Contractor. Any amounts due to Contractor will be paid within 30 days of the termination of the Contract.

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 as required by NRS 338.155.

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 and hold harmless County from and against any liabilities, damages, losses, claims, expenses, actions or proceedings caused by or arising from the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor, including, without limitation, County's reasonable attorneys' fees and costs.

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):

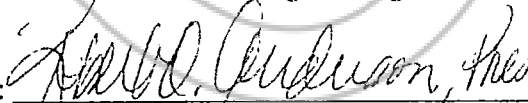
To County: Douglas County Community Development
c/o Ann Damian
Post Office Box 218
Minden, Nevada 89423

To Contractor: R.O. Anderson Engineering, Inc.
c/o Rob Anderson
1603 Esmeralda Ave.
Minden, Nevada 89423

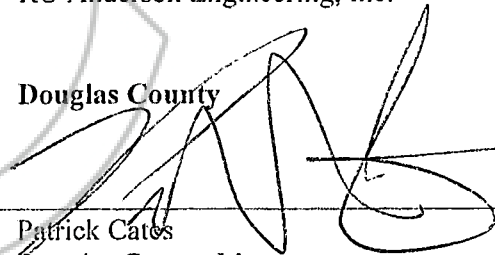
21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to third parties without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, 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.

R.O. Anderson Engineering, Inc.

By:  3-31-21
Rob Anderson, P.E. (Date)
RO Anderson Engineering, Inc.

Douglas County

By:  4/13/21
Patrick Cates (Date)
Douglas County Manager

January 27, 2021
Revised/Updated March 31, 2021

Via E-mail (tdallaire@douglasnv.us)

Thomas Dallaire, P.E.
Community Development Director
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue
Minden, Nevada 89423

Scope of Services¹
Culvert Crossing of Martin Slough at Toler Avenue
Douglas County, Nevada
Fixed-Fee Price Proposal

Dear Tom:

Thank you for the opportunity to submit this fixed-fee proposal and agreement to provide professional engineering and land surveying services in support of the design of culvert crossing of Martin Slough at Toler Avenue near the U.S. Hwy 395 in Gardnerville, Nevada. The purpose of this letter is to provide a scope of services and fee proposal.

We understand that Douglas County (County) is contemplating on removing and placing the existing undersized culvert crossing of Martin Slough at Toler Avenue near U.S. Highway 395 (US 395), also commonly referred to as S-Curve with a sufficiently larger culvert that is capable of safely conveying expected 1-percent annual chance peak flows.

R.O. Anderson Engineering, Inc. (ROA) has recently completed a couple of projects in the immediate vicinity of the project location for the Town of Gardnerville (Town). The Town ROA to design an underground stormwater detention facility at Gardnerville Station to help minimize ponding water along US 395 between Toler Avenue and Douglas Avenue. The Town also retained ROA to prepare and submit a Letter of Map Revision Request (LOMR) to the Federal Emergency Management Agency (FEMA) that would ultimately change the floodplain boundaries along Martin Slough, between Toler Avenue and Gilman Avenue. In support of these two projects, ROA has prepared detailed hydraulic analyses in the general location of the County's contemplated culvert replacement project and is intimately familiar with the hydrologic and hydraulic characteristics and the flooding issues. ROA proposes to provide the following scope of services for the lump sum fee of **\$25,000** that includes various tasks as outlined below:

Task 01 – Topographic Surveying **\$2,000**

As part of the previous projects designed for the Town in the immediate vicinity of the current project location, we have collected a considerable amount of topographic

¹ This scope of services is also the Exhibit A referenced in the Terms of Services and Agreement.

Mr. Tom Dallaire, P.E.
March 31, 2021
Culvert Crossing of Martin Slough at Toler Avenue
Page 2 of 3

data, just downstream of the existing culvert crossing location, and will utilize that data for this project. However, we expect the need for an additional topographic survey covering the roadway, existing culvert, and area upstream of the culvert. Under the direct supervision of a professional land surveyor, a detailed field survey of the project site will be performed to pick up the existing ground elevations, structures, utility markings, etc. The field-collected data will be processed in AutoCAD to produce a topographic map showing 1' vertical contour intervals referenced to an acceptable horizontal and vertical datum and the data will be used in the preparation of the construction documents.

Budget: We offer these services on a lump sum basis for **\$2,000**.

Timing: The field surveys will be scheduled and completed within **four weeks** of receiving the fully executed contract and issuance of notice to proceed.

Deliverables: Deliverables include a full-size topographic map stamped by a professional land surveyor.

Task 02 – Culvert Design and Site Improvement Plans \$23,000

A detailed hydraulic analysis will be undertaken to size the required culvert size to safely convey the expected flood flows, resulting from the storms, up to 1-percent annual chance precipitation event. The hydraulic analyses will also consider the potential impacts on the adjacent FEMA-designated floodplain. Using the topographic data and the results of hydraulic analyses as the basis, site improvement plans, showing the removal and replacement of existing culvert crossing at this location with a new culvert will be prepared and submitted to the County and other pertinent regulatory agencies and stakeholders' review. The improvement plans are expected to consist of a cover sheet; notes, legend, abbreviations sheet; existing conditions, demolition, and temporary erosion control sheet; site grading plans; and detail sheets. The improvement plans will be prepared at a scale suitable for construction and will adhere to the County and Nevada Department of Transportation (NDOT) design standards. ROA will submit improvement plans to the County and other review agencies, as applicable at three different stages – 60%, 90%, and the Final Set, including the Engineer's estimate of probable construction costs. The proposed timeline for these milestone submittals is shown below, with the assumption that the County approves the contract by February 1, 2021.

Budget: We offer these services on a lump sum basis for **\$23,000**.

Timing: 60% Improvement Plans – May 1, 2021.

R.O. Anderson

Mr. Tom Dallaire, P.E.
March 31, 2021
Culvert Crossing of Martin Slough at Toler Avenue
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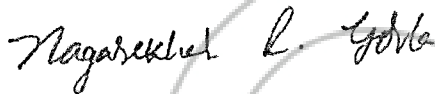
90% Improvement Plans – June 1, 2021.
Final Improvement Plans – June 30, 2021.

Deliverables: Two sets of full-size improvement plans at 60-percent milestone and six sets of stamped, and signed improvement plans at the 90-percent and final milestone stages that are suitable for bidding. ROA will also provide a PDF copy of the improvement plans at the various stages of the project milestones.

Should you have any questions or need clarifications regarding this scope change letter, please do not hesitate to contact me directly. We appreciate your continued confidence in us with this assignment.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Shaker R. Gorla

Shaker Gorla, P.E., CFM
Senior Hydraulic Engineer



January 27, 2021

Via E-mail (tdallaire@douglasnv.us)

Thomas Dallaire, P.E.
Community Development Director
DOUGLAS COUNTY COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue
Minden, Nevada 89423

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Anderson

Mr. Tom Dallaire, P.E.
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Culvert Crossing of Martin Slough at Toler Avenue
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Budget: We offer these services on a lump sum basis for **\$23,000**.

Timing: 60% Improvement Plans – March 15, 2021.

R.O. Anderson

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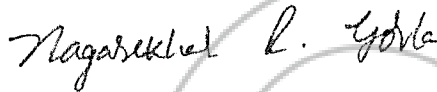
90% Improvement Plans – April 15, 2021.
Final Improvement Plans – May 17, 2021.

Deliverables: Two sets of full-size improvement plans at 60-percent milestone and six sets of stamped, and signed improvement plans at the 90-percent and final milestone stages that are suitable for bidding. ROA will also provide a PDF copy of the improvement plans at the various stages of the project milestones.

Should you have any questions or need clarifications regarding this scope change letter, please do not hesitate to contact me directly. We appreciate your continued confidence in us with this assignment.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Shaker Gorla, P.E., CFM
Senior Hydraulic Engineer

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

15th day of April, 2021

By Carol A. [Signature] Deputy