

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ann Damian

Department: Community Development

DOUGLAS COUNTY, NV

2022-980269

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NO FEE

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DC/COMMUNITY DEVELOPMENT

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KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____

NO. 2022.015

11/21/22
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

CONTRACT FOR PROFESSIONAL SERVICES BY AL DEPUTY
MARTIN SLOUGH MULTIMODAL TRAIL
SERVICES DURING CONSTRUCTION

A CONTRACT BETWEEN
DOUGLAS COUNTY, NEVADA
AND
R.O. ANDERSON ENGINEERING, INC.

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND R.O. ANDERSON ENGINEERING, INC. ("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 Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

WHEREAS, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by all parties, this Contract shall be effective January 12, 2022, and will terminate on December 31, ~~200~~, 2022, unless the Contract is terminated earlier in accordance with Paragraph 9.
2. **SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are as follows: see attached Exhibit "A" covering the expected professional services required through the construction of the project.
3. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 2 at the rates as described in the attached Exhibit A not to exceed a total amount of \$81,730, which constitutes the contract amount of \$74,300 and up to 10% additional budget to cover unexpected contingencies. Contractor agrees to submit invoices within ten days of the end of the prior month for any services rendered. County will pay invoices it receives within a reasonable time.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas 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 employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

1. Contractor has the right to perform services for others during the term of this Agreement.
2. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
3. Contractor shall not be assigned a work location on County premises.
4. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
5. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
6. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
7. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
8. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

9. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor shall, 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, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

R.O. Anderson Engineering, Inc. has entered into a contract with Douglas County to perform work from January 12, 2022 to December 31, 2022, 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 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 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:

- A. 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
- B. Is otherwise in compliance with those terms, conditions and provisions

6. LICENSING. Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

7. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not

extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

8. TERMINATION OF CONTRACT. This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for work performed up to the effective date of termination.

9. 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 jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

10. 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.

11. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

12. 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.

13. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or 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 of the project, or termination or cancellation of this Contract.

14. PUBLIC RECORDS LAW. Contractor expressly 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 or a court of competent jurisdiction, shall 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.

15. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability a

arising from the performance of this contract by Contractor or Contractor's agents or employees.

16. MODIFICATION OF CONTRACT. This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

17. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

18. INCORPORATED DOCUMENTS. The Parties agree that this Contract references or incorporates no other documents or exhibits.

19. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

20. NO 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 accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

21. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

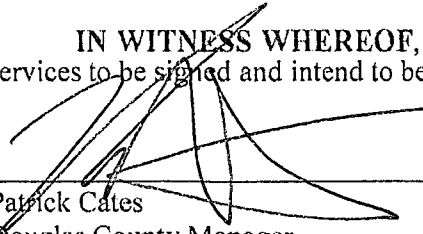
FOR COUNTY:

Community Development - Engineering
Attn: Jeremy J. Hutchings, PE
P.O. Box 218
Minden, Nevada 89423
(775) 782-9063

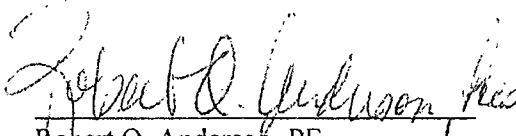
FOR CONTRACTOR:

R.O. Anderson Engineering, Inc.
Attn: Robert O. Anderson, PE
P.O. Box 2229
Minden, NV 89423
(775) 782-2322

IN WITNESS WHEREOF, the parties hereto have caused this contract for professional services to be signed and intend to be legally bound thereby.


Patrick Cates
Douglas County Manager

1/19/22
Date


Robert O. Anderson, PE
R.O. Anderson Engineering, Inc.

1-12-22
Date

EXHIBIT A

Martin Slough Multimodal Trail

1. CONSTRUCTION PERIOD SERVICES

During the course of construction, representatives of R.O. Anderson Engineering (Contractor) will assist Douglas County Engineering Division as it administers the construction contract with Herback General Engineering (Herback) by providing the following professional services. It is understood that the construction contract is for a period of 6 months and construction is anticipated to commence in February 2022.

a. Review of Certified Payroll:

Under this subtask, the Contractor will receive, and review copies of certified payroll reports as submitted to the county by Herback for compliance with federal and state wage laws.

Fee: \$5,000

Deliverables: Memorandum documenting findings from review of submitted certified payroll including identification of any variations from established wage rates.

b. Soils and Materials Compliance Testing:

Under this subtask, the Contractor shall provide materials testing and periodic observation of construction services in accordance with the Standard Specifications for Public Works Construction, 2016, (The Orange Book). These services will be provided during each phase of construction including earthwork, underground utilities, site concrete and site paving. Laboratory testing is anticipated to include 6 sets of concrete cylinders; three asphalt samples to be tested for bituminous ratios, sieve analysis and maximum specific gravity; three sets of asphalt concrete cores; and three samples to be tested for Atterberg limits, proctor curves and sieve analysis.

Fee: \$35,000

Deliverables: A construction site inspector making daily inspections: during earthwork operations, which are anticipated to extend over a period of 20 working days; during construction of underground utilities including conduit for fiber optic that are anticipated to extend over a period of 22 working days; during preparation and placement of site concrete that is expected to extend over a period of 9 working days; and during site paving operations that are expected to extend over a period of four working days. At the conclusion of construction, a Materials Testing & Inspection Report will be prepared and delivered to the owner.

c. Weekly Meetings:

Through the course of construction, a representative of the Contractor will be present to attend weekly coordination meetings with the owner, Herback and others for the purpose of assisting to answer technical questions pertaining to the project's design.

Fee: \$7,500

Deliverables: Attendance at up to 26 weekly site meeting and consulting with the Owner to address design and construction related matters.

d. Site Visits

Under this subtask, the Contractor shall be available to make site visits as requested to review and observe on-site conditions with the owner and Herback, and to develop recommendations to address the specific questions or issues raised.

Fee: \$7,500

Deliverables: Periodic site visits to review and observe on-site questions and provide written recommendations to address the specific questions.

e. Migratory Bird and Bat Survey

Under this task, the Contractor, by and through its environmental consultant, shall conduct a nesting survey for migratory birds and bat survey, and document findings with a biologist's survey report. The survey shall be completed a minimum of 7 days prior to construction in sensitive areas.

Fee: \$14,500 per survey

Deliverables: Biologist's report of findings from each survey.

f. Record Drawings:

Utilizing mark-ups and reference notations as to location of buried improvements provided by Herback or the owner's representative, the Contractor shall annotate the project's drawings to reflect changes made during construction. The Contractor shall field survey the constructed elevations of each end of culverts and similarly annotate the project drawings to reflect this data. The record drawings will be provided in both a PDF format and AutoCAD-compatible file.

Fee: \$4,800

Deliverables: Record drawings as noted above.

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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

21 day of January, 2022

By [Signature] Deputy