

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy J. Hutchings

Department: Community Development



00151388202209822190090090

KAREN ELLISON, RECORDER

Type of Document: (please select one)

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

specify: _____

CONTRACT FOR ENGINEERING SERVICES

3/8/2022
DATE

FOR

DOUGLAS COUNTY CLERK
MINDEN, NV

TOLER AVENUE CULVERT PROJECT

BY ed DEPUTY

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

R.O. ANDERSON ENGINEERING, INC.

THIS CONTRACT FOR ENGINEERING 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 March 1, 2022, and will terminate on December 31, 2023, unless the Contract is terminated earlier in accordance with Paragraph 7.

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are as follows: Contractor will provide the Services as set forth in Exhibit A, attached hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 on a lump sum basis not cost not to exceed an amount of Fifty Three Thousand Two Hundred Fifty Dollars and Zero Cents (\$53,250.00) aside from a ten percent (10%) contingency for unexpected service requirements. Contractor agrees to submit invoices within ten days of the end of the prior month for any services rendered. County will pay certified and correct 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 and all 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:

- a. Withholding of income taxes by the County;
- b. Industrial insurance coverage provided by the County;
- c. Participation in group insurance plans which may be available to employees of the County;
- d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. 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:

- a. Contractor has the right to perform services for others during the term of this Agreement provided such services do not interfere with the execution of this contract.
- b. Contractor has the right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises except as necessary to perform the work specified in the contract.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. 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 provided such assistants are qualified to perform the work and are acceptable to Douglas County.
- f. 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.
- g. 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.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement provided the requirements of subsection (a.) above are met.
- i. 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. INSURANCE REQUIREMENTS.

a. Industrial Insurance as Required under NRS Chapters 616A and 617.

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 for the types. 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 through December 31, 2023, 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 Community Development
Attn: Ann Damian
Post Office Box 218
Minden, Nevada 89423

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

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 immediately 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 immediately order the Contractor to stop work, suspend the Contract, or terminate the Contract.

b. 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 at least One Million Dollars (\$1,000,000) during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the person named in Section 19 below. Such proof of insurance must be provided at least annually throughout the term of this Contract. Contractor will provide Douglas County with either an addendum or rider to the policy for the following:

1. Waiver of Subrogation.
2. Douglas County being named as an additional insured to the policy.
3. Douglas County to receive thirty (30) days advance notice of any cancellation or non-renewal of such insurance.

c. Errors and Omissions Insurance.

Contractor is required to acquire and maintain error and omission insurance in the minimum amount of at least One Million Dollars (\$1,000,000) during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the person named in Section 19 below. Such proof of insurance must be provided at least annually throughout the term of this Contract. Contractor will provide Douglas County with either an addendum or rider to the policy for the following:

1. Waiver of Subrogation.
 2. Douglas County being named as an additional insured to the policy.
 3. Douglas County to receive thirty (30) days advance notice of any cancellation or non-renewal off such insurance.
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. **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.
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 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.
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 without the prior written consent of the County.
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.
12. **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.
13. **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.
14. **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 arising from the performance of this contract by Contractor or Contractor's agents or employees.
15. **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.
16. **AUTHORITY.** The Parties each represent and warrant that they have the authority to enter into this Contract.
17. **INCORPORATED DOCUMENTS.** The Parties agree that this Contract references or incorporates no other documents or exhibits other than those referred to herein.

18. **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.

19. **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.

20. **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 County Engineering
P.O. Box 218
Minden, Nevada 89423
Ph: (775) 782-9063
Email: jhutchings@douglasnv.us

FOR CONTRACTOR:

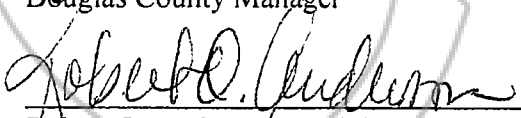
R.O. Anderson Engineering, Inc.
Attn: Robert O. Anderson, PE, WRS, CFM
Principal Engineer
P.O. Box 2229
1603 Esmeralda Avenue
Minden, NV 89423
Ph: (775) 215-5026
Email: randerson@roanderson.com

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

3/4/22
Date



Robert O. Anderson, PE, WRS, CFM
Principal Engineer

2-5-22
Date

January 26, 2022

Via E-mail and US Mail

Jeremy Hutchings, PE, County Engineer
DOUGLAS COUNTY
1594 Esmeralda Avenue
Minden, NV 89423

**Highway 395/Toler Lane Culvert Design, Gardnerville, Nevada
Potholing Existing Utilities at US 395 and Toler Avenue and Final Design Services**

Dear Jeremy:

As we discussed in our recent meeting together, at the recent site meeting with representatives of Nevada Department of Transportation (NDOT), the Town of Gardnerville and Douglas County, it was determined that to complete the subject design it was necessary to conduct supplemental subsurface investigations to physically locate, both horizontally and vertically, the utilities in immediate proximity to the proposed alignment of this new (20'x3') reinforced box culvert (RCB) crossing. In addition, the current configuration of the existing box culvert seems to have a horizontal alignment change as it traverses beneath US 395 and Toler Avenue. The uncertainties in the horizontal and vertical locations of the underground facilities together with the very constrained alignment of the proposed culvert presents a significant concern that all parties present agreed is best addressed during design as opposed to during construction. Acquisition of the precise location of the existing utilities in this area will allow representatives of our firm, the county and NDOT to make informed decisions regarding the feasibility of constructing the wider RCB culvert at this location and achieve the objective of expanding the hydraulic capacity of this facility, which will minimize potential flooding of this important federal highway.

To accomplish these objectives and document the understanding between us, R.O. Anderson Engineering, Inc. (ROA) offers this Scope of Services, which defines the service we will perform for the county.

Scope of Services:

- ROA will prepare NDOT and Douglas County encroachment permit applications inclusive of traffic control plans for the contemplated work.
- With the assistance of a local general engineering subcontractor, ROA will pothole the 8 different utility crossings at 16 locations, generally either side of the proposed culvert location, that are proximate to the proposed alignment of the

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Mr. Jeremy Hutchings
January 26, 2022
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proposed 20'x3' RCB alignment that is planned to run beneath US Highway 395 and Toler Lane.

- At each pothole location, our subcontractor shall core drill holes in asphalt and/or concrete and excavate using a vacuum machine of sufficient diameter and up to 8 feet in depth to expose existing utilities. Upon obtaining the horizontal and vertical locations of the utilities, our subcontractor will plug the holes with appropriate materials acceptable by the agency that has jurisdiction over the roadway/right-of-way.
- Throughout the operation, our subcontractor will install and maintain traffic control devices in accordance with an approved traffic control plan.
- Coordinate with NDOT's surveying team to pick up horizontal and vertical locations of the exposed underground utilities. Utilizing the results of NDOT's survey we will incorporate it into our drawings.
- Obtain and document photos of the exposed utility at the time of the pothole.
- Conduct CCTV inspection of interior of existing box culvert for its full length to evaluate its condition and document the location of any alignment changes. A digital copy of the video will be shared with both Douglas County and NDOT for their respective purposes.
- Document findings of these investigations by memorandum of findings and depicting the underground utilities accurately on the design drawings. We will also make any needed design changes to the existing plans to avoid identified utility conflicts.
- Upon completion of those investigations, we will update our 60-percent construction drawings to reflect the location of the existing utilities identified during this process.

Please note that our fees as listed below do not contemplate or include application or permit fees for the permits needed or necessary to complete these services.

Timing: Within one week of authorization, we will initiate our efforts to prepare the required encroachment permit application for signature by Douglas County. We expect that application will be ready for submittal to NDOT within 15 days of authorization to proceed. Upon approval of the encroachment permit, we will commence and complete the utility location services described above within 30 days. The findings from these excavations will be documented by a memorandum inclusive of photographs and annotated drawings. Updated, 90% level design documents reflecting the findings of these investigation will be delivered within 60 days of receipt of the approved NDOT encroachment permit. Final construction documents will be completed within 15 days of receipt of county and NDOT comments on the 90% design documents.

Mr. Jeremy Hutchings
January 26, 2022
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Fee: We propose to provide the above-mentioned professional engineering services on a lump-sum basis for a fee of \$53,250.

We understand that these services will be performed under the county's standard professional services agreement.

Please review this letter carefully. Should you have any questions or concerns after reviewing these documents, please contact me directly. Upon your approval of this recommended scope change, please forward a county-approved change of scope for my signature. After receiving your authorization to proceed, we will initiate our efforts.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.

Robert O. Anderson

Robert O. Anderson, P.E., W.R.S., CFM
Principal Engineer

cc. Tom Dallaire, PE
Shaker Gorla, PE

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

8th day of MARCH, 2022

By Emmy Dombrowski Deputy