

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ann Reno

Department: Community Development



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____

12/6/2023
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY MP DEPUTY

CONTRACT FOR PROFESSIONAL SERVICES
MULLER PARKWAY – CHANNEL ALTERNATIVE ANALYSIS

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

JE FULLER

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 JE FULLER (“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 December 5, 2023, and will terminate on June 30, 2024, 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:
 - a. Services as described in the attached Exhibit 1.
3. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services described set out in Section 2 above on an hourly not to exceed basis in the amount of Six Thousand Dollars and zero cents (\$6,000.00). 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:

- 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.
- b. 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.
- c. Contractor shall not be assigned a work location on County premises.
- 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.
- 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.
- 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 the County for all payments the County makes to the Contractor.

5. INSURANCE REQUIREMENTS.

- a. **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:

JE Fuller has entered into a contract with Douglas County to perform work from December 5, 2023, to June 30, 2024, 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:

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
- 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 \$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.
- c. **AUTOMOBILE INSURANCE.** Contractor shall provide proof of commercial Automobile Liability. Insurance shall be written on a per accident/occurrence basis with a single limit of liability of at least \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for any auto, owned, non-owned, leased and hired cars.
- d. **PROFESSIONAL LIABILITY / ERRORS AND OMISSION INSURANCE.** Contractor shall provide proof of Professional Liability insurance in the amount of at least one million dollars (\$1,000,000) that covers errors and omissions by the Contractor for the professional services offered.
6. **LICENSING.** Contractor agrees to maintain any required licenses to perform any services for the 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 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.

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 DOUGLAS COUNTY:


Community Development
Attn: Jeremy J. Hutchings, PE
P.O. Box 218
Minden, Nevada 89423
Ph: (775) 782-9063
Email: jhutchings@douglasnv.us

FOR CONTRACTOR:

JE Fuller:
Attn: Christopher B. Rod, PE
40 E Helen St
Tucson, AZ 85705
Ph: (520) 207-4936
Email: chris@jefuller.com

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

Douglas County

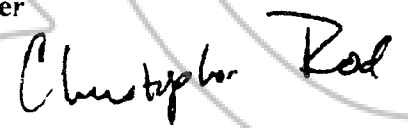


Thomas A. Dallaire, PE
Community Development Director

12/4/2023

Date

JE Fuller

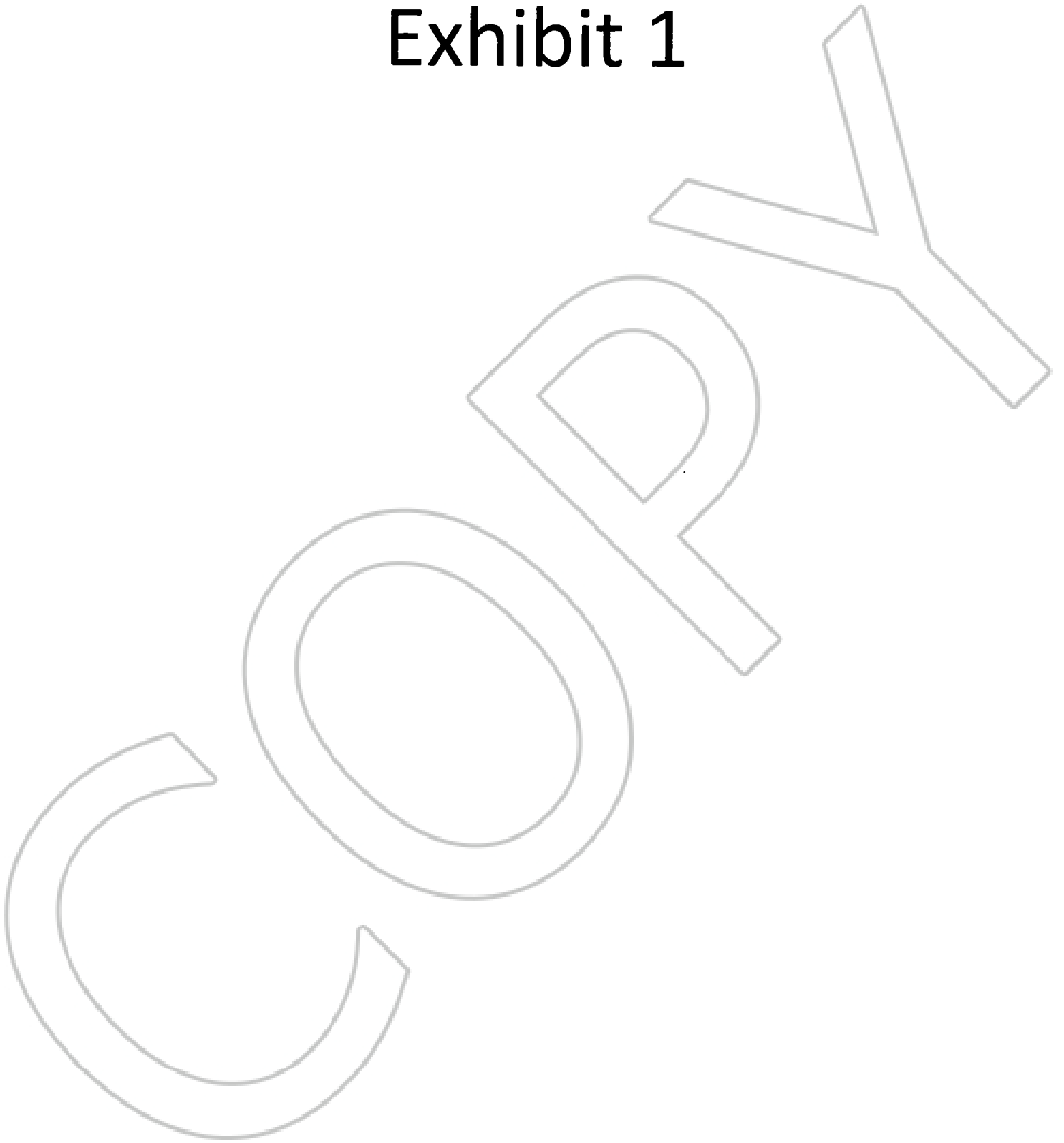


Christopher B. Rod, PE
Vice President

12/4/2023

Date

Exhibit 1





November 7, 2023

Jeremy Hutchings P.E.
Douglas County Community Development
1594 Esmeralda Avenue
Minden, Nevada 894253

Re: Muller Parkway –Channel Alternative Analysis
Hydraulic Modeling and Evaluation

Dear Mr. Hutchings,

Thank you for allowing JE Fuller the continued opportunity to be a member of your design team. Based on our conversation, it is our understanding that Douglas County is interested in having JE Fuller model a “what if” option for the Muller Parkway. The alternative being considered is the construction of a 100-ft wide trapezoidal channel that extends from Heybourne Road to Interstate 395. The NTE exceed cost of this analysis is estimated to be **\$6,000.00**. The scope of work (SOW) presented below outlines the tasks involved and an estimated fee schedule.

TASK 1: – HYDRAULIC MODELING REVIEW (EXISTING CONDITIONS)

JE Fuller will review the hydraulic model previously developed for the Conditional Letter of Map Revision to verify that it can be used to model a channel for the segment in question. This task may include modifying the model such that it can be used as the basis for the future alternatives analysis.

TASK 2: HYDRAULIC MODELING REVIEW (CHANNEL ALTERNATIVE)

JE Fuller will modify the hydraulic model from Task 1, incorporating a new trapezoidal channel. It is assumed at this time that the channel will have a top width of 100 feet and 2:1 side slopes. The channel will have a depth of 5 feet such that it could accommodate a future 4-foot-high culvert. The slope of the channel will be no less than 0.3%. The channel will daylight on the east side of Interstate 395.

TASK 3: FINDINGS MAP

JE Fuller will prepare a “findings” map that reflects the “with” and “without” channel scenarios.

TASK 4: TEAM MEETING

JE Fuller will host a meeting to discuss the results. It is anticipated that the meeting will last no more than 1 hour.

EXCLUSIONS

- Final Channel Design Plan and Profile Sheet
- Site Survey
- Sealed Drainage Statement

FEE ESTIMATE

The project will be billed as a Time and Materials Contract based on the following rate table.

Mueller Parkway Channel Alternative Design		
	Personnel	Hourly Rate
1	Project Principal (PP)	\$ 160.00
2	Project Manager (PM)	\$ 130.00
3	Sr Project Engineer (SE)	\$ 130.00
4	Project Engineer (PE)	\$ 125.00
5	Designer	\$ 115.00

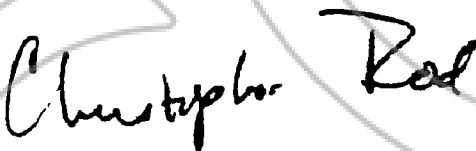
To allow for the potential for up to three alternative alignments, a not-to-exceed cost of six thousand dollars (\$6,000.00) is assigned to this effort.

SCHEDULE

Based on the current schedule, JE Fuller can begin this work starting on November 10 with the first iteration to be made available within five business days.

Thank you for providing JE Fuller Hydrology and Geomorphology the opportunity to be a member of your team. If you have questions or concerns regarding the proposal, feel free to contact me at (520) 623-3112 or via my email, chris@jefuller.com.

Sincerely,
JE Fuller/Hydrology & Geomorphology, Inc.



Christopher B. Rod, P.E. (NV 025414)
Vice President

Accepted:
Douglas County Community Development



Jeremy Hutchings P.E.
County 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

6th day of December, 2023

By [Signature] Deputy