

Recorder's Office Cover Sheet

Recording Requested By:

Name: Scott McCullough

Department: County Manager



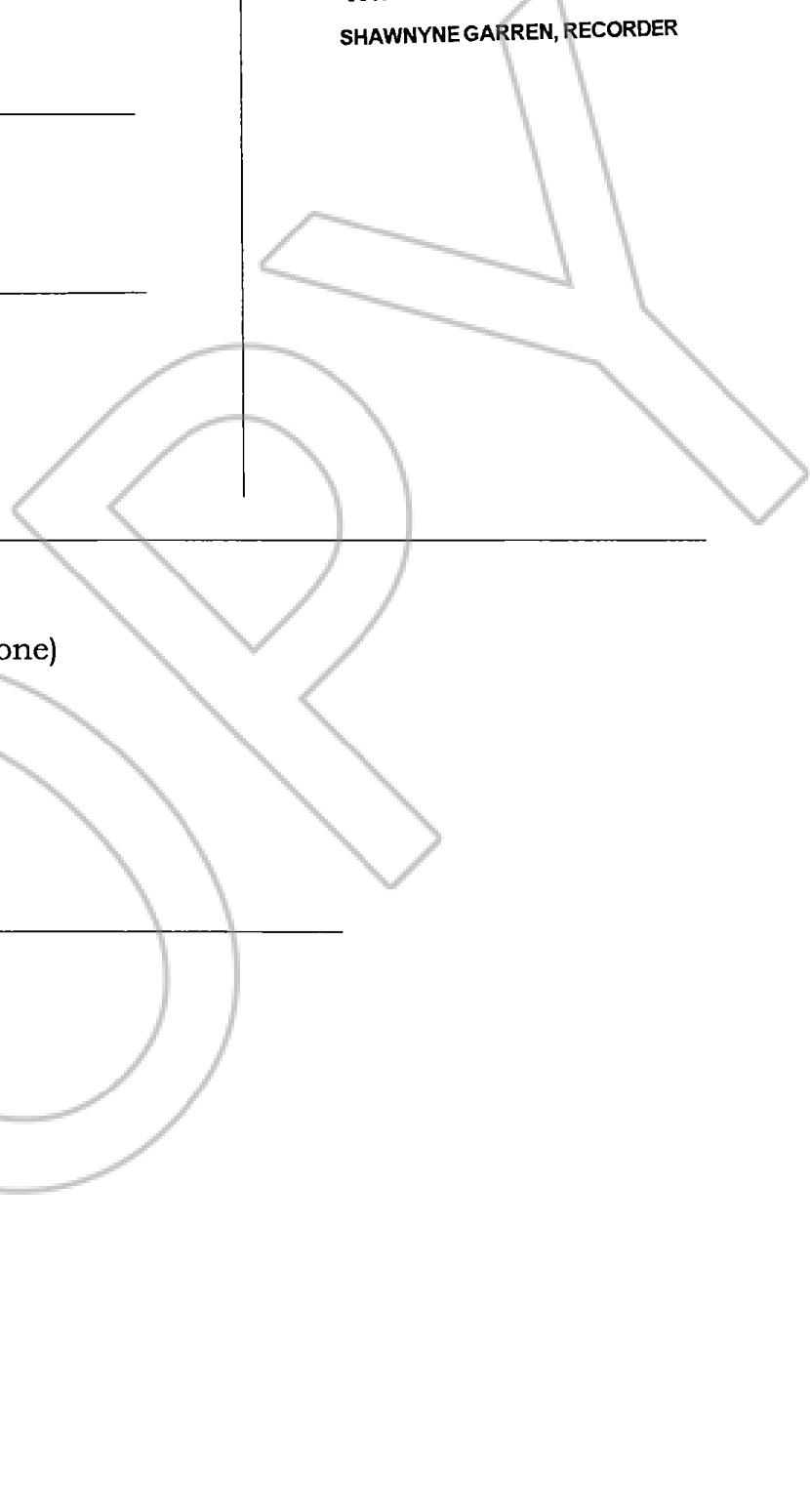
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____



CONTRACT FOR PROFESSIONAL SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

RO ANDERSON

FILED

NO.

2023.196

8/10/2023

DATE

**DOUGLAS COUNTY CLERK
MINDEN, NV**

BY

MP

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 (the "County"), and **RO Anderson** ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, licensed, equipped, staffed, ready, willing and able to perform and render the services 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 ("Effective Date"). Unless earlier terminated as set forth in this Contract, the terms of this Contract shall remain in effect until the Services to be Performed under Paragraph 2 have been completed. Time is of the essence in this Contract.

2. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform services related to: the completion of a geotechnical investigation and report for the proposed Douglas County justice center. The Services are more particularly described and shall be completed in accordance with the specifications and assurances set forth in Exhibit 1 hereto.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed Forty One Thousand Seven Hundred Dollars (\$ 41,700) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a

schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 2. As a precondition to receiving payment from the County, Contractor must register as a vendor by submitting the County required paperwork.

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:

- 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 County for all payments County makes to Contractor.

5. 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:

***RO Anderson** has entered into a contract with Douglas County to perform services, 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
Sheriff's Department
Undersheriff Ron Elges
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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor 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

4. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: This term shall not be construed as a limitation on any other remedies that might be available to the County. The services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement.

5. TERMINATION OF CONTRACT. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

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. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than 5 business days after Contractor becomes aware of the claim, complaint or investigation.

7. GENERAL & PROFESSIONAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general and professional liability insurance in the minimum amounts of \$1,000,000 each 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. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

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.

9. 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. The Contract Documents consist of this

document, and Exhibit 1. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit 1.

10. DISPUTE RESOLUTION. 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.

11. 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.

12. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

13. 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.

14. 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.

15. 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.

16. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

17. 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.

18. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

19. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

20. 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.

21. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

22. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

23. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

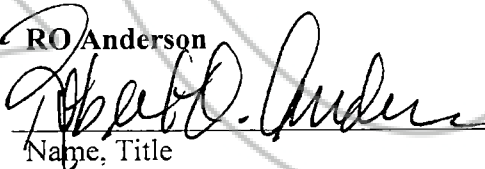
24. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees 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
Attn: Scott McCullough
Post Office Box 218
Minden, Nevada 89423

To Contractor: **RO Anderson**
POB 2229
Minden, Nevada 89423

25. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests 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. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

RO Anderson
By:  7-21-23
Name, Title (Date)

Douglas County
By:  _____
Jenifer Davidson, County Manager (Date)

July 17, 2023, Updated: July 21, 2023

Via email

Scott McCullough, Project Manager
DOUGLAS COUNTY SHERIFF
c/o 1323 Waterloo Lane
Gardnerville, NV 89410
p. 775.782.1820
e. smccullough@douglasnv.us

**Sheriff's Shoot House - Design Review
875 Dump Road, APN 1221-18-000-004
Scope of Services¹**

Dear Scott:

Thank you for inviting our firm to provide engineering, surveying, and planning services to assist you with a Design Review for the development of a Shoot House on the property referenced above.

Professional Services

To document the understanding between us as to the scope of services that R.O. Anderson Engineering, Inc. (ROA) will perform, we are entering into this agreement with you. To avoid any misunderstandings, this Scope of Services and the attached Agreement define the tasks we will perform for you as well as each of our responsibilities under the agreement.

Task 1: Topographic Survey

Under this task, the Engineer will perform a topographic survey of the area of the parcel planned for development of the shoot house to establish existing topographic features, ground elevations, and visible utilities. The information gathered in this task will be incorporated into the site design and improvement plans. The datum of this survey will be NAVD 88, which is consistent with the datum used in the Douglas County Flood Insurance Study (FIS) and as required by County code.

- Establish horizontal and vertical control points at the site to be referenced on the topographic survey map and available for use during subsequent phases of the project
- Locate and flag-up existing property corners for viewing by Client.

¹ This Scope of Services is also Exhibit A as referenced in the attached Agreement.

Anderson

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July 21, 2023
Exhibit A: Scope of Services
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- Locate all trees 6" in diameter and larger, fences, and any visible utilities or structures over the parcel, well location, and any marks for underground utilities that exist at the time of the survey.
- Locate the edge of pavement or concrete, nearest manholes offsite, invert elevations as available, tops & toes of slopes, and drainage ditches/swales within the parcel.
- Upon completion of the fieldwork, compile field data into one file in AutoCAD-compatible format and produce a site topographic survey map for use during site design.

Budget: This task will be provided for the lump sum amount of \$4,200.

Timeline: The field work under this task will be commenced within one week of authorization and we anticipate that the topographic map will be completed within two weeks of completing the field work.

Deliverables: Topographic survey for use in determining the grading and drainage plans in Task 2 below.

Task 2: Geotechnical Investigation and Report

The Engineer will sub-consult with a geotechnical engineer to undertake the site investigation required to perform a geotechnical investigation and associated laboratory testing necessary to develop geotechnical design recommendations for the project. The scope of services will include research, field exploration, field and laboratory testing, and engineering analyses to allow formulation of geotechnical recommendations for design and construction of this project. Each of the above items will be summarized in a report suitable for use by the project design team members and for submittal to governing agencies.

Coordination with the subconsultant is included with this task.

Budget: This task will be provided on a lump sum basis for \$10,500.

Timing: This task will be completed within 30 days of your authorization to proceed.

Task 3: Preliminary Design and Entitlement Assistance

Under this task, we will prepare the preliminary design documents for civil site engineering and planning services to support a Design Review application to Douglas

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Exhibit A: Scope of Services
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County, the Authority Having Jurisdiction (AHJ). Given the remoteness of the site and the nature of the use, we have anticipated that the site will be serviced by a porta-potty and water will be transported to the site rather than having a drilled well. Please advise us if you expect the use to be serviced by a septic system or domestic well.

- **Design Review Application (Design Development Phase)**
 - Prepare preliminary design drawings including civil site, grading, and utility plans. The preliminary plans developed under this task will be of sufficient detail for use through the local design review process.
 - Prepare a Conceptual Drainage Study.
 - We anticipate up to one round of redline revisions based upon Applicant-provided comments to ensure the project objectives are achieved.

- **Entitlement Assistance**
 - ROA will obtain or prepare the following submittal items required by the county: Application form, Not Applicable Letter, digital copy of submittal, Project Description/Justification, tax receipts, will serve letters, and vicinity map.
 - If required, attend staff/applicant meeting to review application materials and receive input or direction from the county.
 - Make the formal submittal of the Design Review application and supporting materials.
 - Within five working days of receipt of the county's approval letter, review conditions of approval with Client and discuss potential implications or significance of each as needed.

The goal of this effort will be to obtain a Design Review decision letter from Douglas County and other agencies with jurisdiction as needed, including site-specific conditions for developing the property for the proposed use.

The Client will be responsible for providing the following submittal items.

- Input, direction and ultimately selection of the preferred options for the building elevations and materials, including a sample card.
- Final selected floor plans
- Application fees and signature
- Property taxes paid current
- Current title report (within the last 6 months)

Budget: This task will be provided for the lump sum amount of \$18,500.

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Exhibit A: Scope of Services
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Timeline: The services under this task will be initiated upon your authorization. In anticipation of a prompt authorization to proceed, we intend that the requisite plans and design studies will be completed and ready for submittal to the county on August 24, 2023.

Task 4: Site and Grading Plan

Under this task, the Engineer will assist the Client with preparation of site and grading plans for use in the Design/Build phase of the project. Once the design review has been reviewed and comments have been provided by the County, the Engineer will update the Site and Grading Plans based on County comments. This task includes the following services.

- Final Civil Improvement Plans (Construction Documents)
 - The final civil plans are expected to include the following items.
 - Grading Plan
 - Site Utility Plan
 - Legend and Abbreviations Sheet
 - Demolition plan, if necessary
 - Temporary erosion control plan
 - Requisite construction details
 - Technical drainage report (addressing any comments from the DR)
 - Response to letter of conditions of approval
 - It is understood that each consultant (architect, landscape architect, etc.) will be responsible for providing the actual response to their respective portion of the work.

The goal of this effort will be to assist the Client and Owner solicit and obtain contract pricing from a design build contractor. Additional permitting services will be required to obtain either a building permit or a site improvement permit.

Budget: These services will be provided on lump sum basis for \$8,500.

Timing: Civil engineering design materials required to support the Client's permit applications will be prepared and ready to submit within five weeks of receipt of the county's conditions of approval for the design review.

Summary of Exclusions

This proposal does not include any items not specifically mentioned above; more specifically, the proposal does not include the following costs, services, or deliverables.

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1. Any type of fees such as but not limited to application, review, permit, bonds, capacity or connection, utility contracts
2. Architectural and structural design services
3. Permitting efforts needed to obtain Site Improvement Permit
4. Permitting efforts and assistance needed to support building permit application
5. Site inspections during construction
6. SWPPP and/or SAD permits
7. Construction administration including review of material submittals, RFIs, pay requests, etc.
8. Materials testing or quality control
9. Construction stake-out
10. Procurement of any off-site easements
11. Dry utility design (power, gas, phone, TV, data, site lighting and photometric analysis)
12. ADA design review
13. Any applications not specifically mentioned as part of the scope of services

Payment Terms

For tasks with an hourly rate, the amount billed in each monthly invoice will be calculated based on the actual time incurred on the Project during the billing period. Work completed for tasks with a lump sum fee will be billed based on the estimated percent of project completed during the previous month. The balance is due upon receipt. Additional payment policies can be found in the attached *Agreement*. If you wish to discuss any matter related to our billing policies or a specific invoice, we encourage you to contact us at the earliest opportunity.

Task	Task Description	Billing Type	Fee
1	Topographic Survey	Lump Sum	\$4,200
2	Geotechnical Investigation	Lump Sum	\$10,500
3	Preliminary Design & Entitlement Assistance	Lump Sum	\$18,500
4	Preliminary Design and Entitlement Assistance	Lump Sum	\$8,500
TOTAL			\$41,700

Valid Until

This fee proposal and estimated date of delivery, as set forth herein, are valid for a period of 30 days from the date of this letter, after which this firm can no longer assure the timing or cost of our services. Unexpected delays over which we have no control

Anderson

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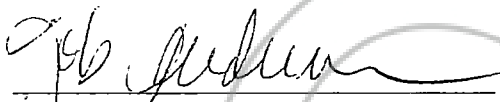
may also affect the delivery dates. Upon authorization, the terms in this proposal will be valid for one year—after which the offered services may be amended, revised, or revoked.

Please review this letter and the attached *Agreement* carefully. Upon your review and approval, please sign the last page of the attached *Agreement* and return a signed copy to our office. After receiving your authorization to proceed as well as any requested initial payment or documents, we will initiate our efforts.

We appreciate your invitation to submit this proposal and look forward to the opportunity to work with you to timely accomplish the initial entitlements for this project. Please feel free to contact me directly with any questions or required clarifications. In the meantime, I will look forward to your favorable response.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Robert O. Anderson, PE, CFM, WRS
Principal Engineer
email: randerson@roanderson.com
phone: 775.215.5026

Attachments: *Standard Form Agreement*; Exhibit B: Consultant's Hourly Rate Schedule

**STANDARD FORM AGREEMENT
BETWEEN R.O. ANDERSON ENGINEERING, INC. AND DOUGLAS COUNTY SHERIFF
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT—effective as of 7/21/2023—between DOUGLAS COUNTY SHERIFF ("CLIENT") and R.O. ANDERSON ENGINEERING, INC. ("CONSULTANT"). CLIENT intends to secure Professional Engineering, Surveying, and Other Services, to support a Design Review for the Sheriff's Shoot House on the property located at APN 1221-18-000-004 ("Project"). CLIENT and CONSULTANT, in consideration of their mutual covenants as set forth herein, agree as follows below.

ARTICLE 1 - SERVICES OF CONSULTANT

1.01 Scope

A. CONSULTANT shall provide the Basic and Additional Services set forth and described in Exhibit A: Scope of Services.

B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin the Scope of Services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

CLIENT shall have the responsibilities set forth herein;

A. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

C. Furnish to CONSULTANT, as required for performance of CONSULTANT's basic services, the following:

1. Data prepared by or services of others, including without limitation borings, probings, and subsurface explorations; hydrographic surveys; laboratory tests; and inspections of samples, materials, and equipment;
2. Appropriate professional interpretations of all of the foregoing;
3. Environmental assessment and impact statements, if required by any governmental authority;
4. Previous property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions;
6. Zoning, deed, and other land use restrictions; and,
7. Other special data or consultations not covered in Article 2;

All of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.

D. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.

E. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

G. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

H. Bears all costs incident to compliance with the requirements of Article 2.01.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, CONSULTANT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for CONSULTANT's services shall be adjusted equitably.

3.02 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving 7 days' written notice to CLIENT, suspend services under this Agreement.

ARTICLE 4 - PAYMENTS TO CONSULTANT

4.01 Methods of Payment for Services and Reimbursable Expenses of CONSULTANT

A. *For Basic Services.* CLIENT shall pay CONSULTANT for Basic Services performed or furnished, on an hourly or lump sum basis as specified in Exhibit A: Scope of Services accompanying this document.

B. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, CLIENT shall pay CONSULTANT for Reimbursable Expenses incurred by CONSULTANT and CONSULTANT's Subconsultants at cost + 10% for said reimbursable expenses. Reimbursable Expenses may include the following:

1. Subconsultants hired at the CLIENT's request for services not included in Exhibit A.
2. Application costs or fees advanced on the CLIENT's behalf.
3. Fees paid to state or local agencies for required documents (e.g. Recorder's Office, Assessor's Office).

4.02 Other Provisions Concerning Payments

A. *Initial Payment.* Upon execution of this Agreement, CLIENT shall provide any Initial Payment required in Exhibit A: Scope of Services accompanying this document. This Initial Payment is non-refundable and is the minimum fee due CONSULTANT and is earned upon receipt.

B. *Preparation of Invoices.* Invoices will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to CLIENT by CONSULTANT, unless otherwise agreed. Tasks with an hourly rate will be billed according to the current hourly rate schedule; each monthly invoice will be calculated based on the actual time incurred on the Project during the billing period according to the Consultant Hourly Rate Schedule in effect at the time services are performed. Work completed for tasks with a lump sum fee will be billed based on the estimated percent of project completed during the previous month. Scheduled payments will be due as identified in the Scope of Services.

C. *Payment of Invoices.* Invoices are due and payable upon receipt unless otherwise stated in Exhibit A: Scope of Services. CONSULTANT is under no duty to release deliverables, make submittals or appear at public meetings on behalf of CLIENT to testify and provide opinions until the scheduled payment is received. If CLIENT fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, CONSULTANT may, after giving 7 days' written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges. Payments then received will be credited first to interest and then to principal.

D. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be

paid.

E. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. CONSULTANT's opinions of probable Construction Costs provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Opinions of Total Project Costs

A. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall perform or furnish professional

consulting and related services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such CONSULTANT's Subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any CLIENT's Consultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONSULTANT.

G. During the Construction Phase, if any, CONSULTANT shall not supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

H. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, Latest Edition) unless both parties mutually agree to use other General Conditions.

J. Because applications for project entitlements, plan reviews, or project-related permits are issued at the discretion of the agencies having review authority and jurisdiction, CONSULTANT cannot and does not guarantee the approval of any application, plan review, or permit nor the acceptability of the conditions imposed by the reviewing agency. CLIENT acknowledges the above and understands that CONSULTANT does not guarantee the approval of any application, plan review, or project-related permit.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. It is understood and agreed that if CONSULTANT's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the CONSULTANT that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein (including the right of reuse at the discretion of the CONSULTANT) whether or not the Project is completed.

B. Copies of CLIENT-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. When transferring documents in electronic media format, CONSULTANT makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of this Project. Unless explicitly stated in the Agreement, CONSULTANT is not obligated to release electronic data.

E. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate

for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's Subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's Subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. Any verification or adaption of the Documents for extensions of the Project or for any other project will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain professional liability insurance with a limit of \$1,000,000 per occurrence.

B. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT's Subconsultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

C. At any time, CLIENT may request that CONSULTANT, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those otherwise provided. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By CONSULTANT:
 - 1) upon 7 days' written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or
 - 2) upon 7 days' written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.
 - 3) CONSULTANT shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such

notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.07 Controlling Law

A. This Agreement is to be governed by the laws of the state of Nevada.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

6.09 Dispute Resolution

A. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 45 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties agree to submit the matter to confidential non-binding mediation. If such mediation efforts are not successful, the parties agree to submit the dispute to confidential binding arbitration. The Federal Arbitration Act shall then govern this arbitration clause and any and all related court proceeding(s) shall be sealed.

B. Attorney's Fees and Costs: The prevailing party in such a dispute shall be awarded all costs and attorney's fees incurred through all appeals and enforcement of judgment or award, including, without limitation, all costs

and attorney's fees in related contempt proceedings, garnishments, execution, levy, debtor and third-party examinations, bankruptcy litigation and discovery, whether before, after or during any trial.

6.10 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity, and location.

C. CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.

2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the

total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals.

4. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the project or this agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this agreement.

5. This allocation of risk clause does not change the substantive law governing professional negligence liability including, but not limited to, the application of the Economic Loss Doctrine.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of delivery.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits Included

- A. Exhibit A: Consultant's "Scope of Services"
- B. Exhibit B: Consultants Hourly Rate Schedule
- C. Exhibit C: NA
- D. Exhibit D: NA

7.02 Total Agreement

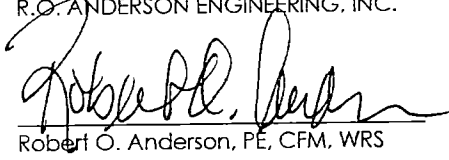
A. This Agreement (consisting of pages 1 to 6 inclusive, together with the Exhibits identified above)

constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed

written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date indicated on Page 1.

CONSULTANT
R.O. ANDERSON ENGINEERING, INC.



Robert O. Anderson, PE, CFM, WRS

Principal Engineer

Date: 7/21/2023

Address for giving notices

P.O. Box 2229
Minden, Nevada 89423

Designated Representative (par. 6.02.A)

Robert O. Anderson, PE, CFM, WRS
Principal Engineer
Phone: 775.215.5026
Fax: 775.782.7084
E-mail: randerson@roanderson.com

CLIENT
DOUGLAS COUNTY SHERIFF

Scott McCullough
Project Manager

Date: _____

Address for giving notices

1323 Waterloo Lane
Gardnerville, NV 89410

Client Contact Information

Phone: 775.782.1820
Fax: Please provide if applicable
Email: smccullough@douglasnv.us

Designated Representative (par. 6.02.A)

Name: _____
Title: _____
Phone: _____
Fax: _____
E-mail: _____

EXHIBIT "B"

ENGINEER'S STANDARD HOURLY RATE SCHEDULE

Effective January 1, 2023

Director	\$260
Senior Professional	\$220
Project Professional	\$200
Senior Associate	\$170
Associate	\$135

Notes to Fee Schedule:

1. All application, review and permit fees required or imposed by governing or reviewing agencies are the responsibility of the Owner.
2. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific, invoiced external costs and expenses, including Engineer's Consultants, allocable to a Specific Project, multiplied by a Factor of 1.10.
3. The above-listed Standard Hourly Rates are inclusive of administrative support and clerical services.
4. Copies, prints, faxes and local mileage expenses normally incurred during an assignment are included within the Standard Hourly Rates.

Douglas County

State of Nevada

S:\Masters\Agreements-Terms of Service\Hourly Rate Schedule\Hourly Fee Schedule 2023-ROA\CEC

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

10th day of August, 2023

By [Signature] Deputy