

Assessor's Parcel Number: N/A

Date: MARCH 18, 2016

Recording Requested By:

Name: NIKKI, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00032287201608783480120125

KAREN ELLISON, RECORDER

CONTRACT #2016-069

(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

KELLER ASSOCIATES, INC.

FILED
NO. 2016-019
2016 MAR 18 AM 11:20
DOUGLAS COUNTY
CLERK
DEBORA

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, through the Board of County Commissioners (the "County"), and Keller Associates, Inc. ("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, 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. Time is of essence for performance of the professional services described herein and all tasks must be completed by Tuesday, February 28, 2017.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;

- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor 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:

Keller Associates, Inc. has entered into a contract with Douglas County to perform work through Tuesday, February 28, 2017 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
Public Works Department
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform the following:

Work and services as outlined in the Scope of Work and Budget attached as Exhibit A.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed fifty nine thousand eight hundred five

Dollars (\$59,805.00) (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 4.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if either 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.

7. 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.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

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

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. 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 or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

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

17. 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.

18. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

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

20. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Public Works Director
1120 Airport Road, F2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6227

To Contractor: Keller Associates, Inc.
735 Sunrise Ave. Suite 216
Roseville, CA 95661
Telephone: (916) 749-7454

21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to 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.

Keller Associates, Inc.

By: Rod J. Linja 2/18/2016
Rod J. Linja – President (Date)

Douglas County

By: Doug N. Johnson
Doug N. Johnson, Chairman - Board of County Commissioners (Date)

Attest

By: Kathy Herb
Name/Position (Date)

Exhibit “A”
SCOPE AND BUDGET
Design Value Engineering and Design Quality Assurance/Quality Control
Douglas County, Nevada - North Valley WWTP Improvements

The scope and budget provided herein is for Value Engineering (VE) and Quality Assurance/Quality Control (QA/QC) of the design documents prepared by CH2M for the Douglas County, Nevada – North Valley WWTP Improvements in 2016. The budget assumes an accelerated design timeline under 12 months. The following engineering services will be provided to Douglas County (Owner) by Keller Associates, Inc. (Consultant).

Task 001 – Design Value Engineering (VE)

CONSULTANT Services

1. Consultant will provide project management such as general project administration services including contract administration, monthly invoicing, conference calls, and internal project administration.
2. Consultant will provide three engineers to attend the two (2) project meetings in Douglas County led by CH2M prior to the 10% design submittal.
3. Consultant will perform VE on the 10% design submittal. VE will include review of the design criteria (both liquids and solids), plant schematic and layout, and redundancy provisions. The design criteria review will rely on the CH2M summary of data and does not include a separate data review. As part of the 10% review memo, Consultant will outline Quality Control efforts at 60, 90, and 100 percent. With the intent to coordinate this effort with what will be provided by the design team at these submittal phases.
4. Consultant will attend a one (1) day workshop meeting in Douglas County where CH2M will present the 30% design submittal. The goal of the workshop is to provide Douglas County with ideas for cost savings, process flexibility, reliability, operability, expandability, and redundancy. The workshop will include up to four (4) break-out groups (mechanical-process, electrical-control, mechanical-design, and construction-operations), which will discuss the 30% design submittal from their unique perspectives. Consultant will provide one member (e.g. team leader) for each break-out group.
5. Following the workshop, the Consultant will coordinate with the members of each break-out group during a three (3) week review. The coordination will take place via email and the members of each group will email their items to the Consultant within two (2) weeks following the workshop. This coordination will depend on prompt responses from the group members. The Consultant will compile, organize, and summarize each group's comments.

The recommended ideas/alternatives from the groups will be described in a final memorandum by the Consultant. However, it is assumed the evaluation of the ideas/alternatives (capital and/or life cycle costs or other rationale for selecting an alternative) will be provided by CH2M.

Deliverables

1. A memorandum of VE recommendations for the 10% design submittal.
2. A final memorandum of VE recommendations following the 30% design submittal workshop review.

Items Provided by Owner

1. Design submittal documents for review. Also provide existing record drawings, previous designs, and reports.
2. Facilities for workshop meetings.
3. Team members for the break-out groups.
4. Facilitate coordination with design engineer (CH2M).
5. Design schedule for coordination purposes.

Task 002 – Design Quality Assurance/Quality Control (QA/QC)

CONSULTANT Services

1. Consultant will provide project management such as general project administration services including contract administration, monthly invoicing, conference calls, and internal project administration.
2. Consultant will perform QA/QC on the 60%, 90%, and 100% design submittals. The 60% QA/QC effort will focus on process mechanical. The Consultant will follow specially designed checklists to review the 90% design submittal. Checklist will be used for Architectural, Civil, Electrical, HVAC/Plumbing, Instrumentation/Control, Mechanical, and Structural design disciplines at the 90% level. QA/QC at the 100% level will be to check that the comments provided at the 90% level were addressed adequately.

Deliverables

1. A memorandum of QA/QC comments for each of the 60%, 90%, and 100% design submittals.

Items Provided by Owner

1. Design submittal documents for review. Also provide existing record drawings, previous designs, and reports.
2. Facilitate coordination with design engineer (CH2M).
3. Design schedule for coordination purposes.

Task 003 – Additional Services

Administrative Reserve

1. From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work (e.g. review of preselection documents, prepurchase documents, or bidding addendums). For these instances a time and material budget is established in order for Consultant to complete the additional services. Prior to the use of this contingency budget, Owner will provide written (email) authorization to use the budget for particular tasks or activities.

Project Budget

The Consultant will be compensated on a time and material basis according to the attached billing rates and labor estimate of fifty two thousand eight hundred and five dollars (\$52,805.00) for Tasks 001 and 002. The time-and-material targets for each task (Task 001 = \$29,210; Task 002 = \$23,595) will serve as a guide through the project process. However, the overall project budget will not be exceeded without written approval of the City. Task 003 (Additional Services) will be completed only upon Owner's written request on a time and material basis with an estimated budget of seven thousand dollars (\$7,000).

Project Schedule

The Consultant's services include the period from March 2016 to February 2017. The schedule assumes that the notice to proceed is provided in March 2016 and the documents and scheduling provided by others is performed in a timely manner.

KELLER ASSOCIATES, Inc.
2016 TITLE CODE BILLING RATES

Personnel Classification	2016 Hourly Rate
Project Engineer - I (EI)	\$75.00 - \$100.00
Project Manager - I (PE)	\$110.00 - \$145.00
Project Engineer - II (PE)	\$110.00 - \$170.00
Project Manager - II (PE)	\$160.00 - \$180.00
CAD - I	\$70.00 - \$95.00
CAD - II	\$105.00 - \$140.00
Engineering Student	\$60.00
Principal (PE)	\$210.00
Chief Engineer/Structural Engineer (PE, SE, PLS)	\$210.00
Structural Engineer - I (PE, SE)	\$145.00
Electrical Engineer - I (PE)	\$140.00
Professional Surveyor (PLS)	\$115.00 - \$140.00
Surveyor	\$65.00 - \$85.00
Field Representative	\$70.00 - \$110.00
Clerical & Administration	\$60.00 - \$80.00

Other Billing Terms

Mileage: Billed at Federal Rate (currently \$0.54 per mile)

Per Diem: \$50.00 per day

Reimbursable Expenses at Cost x 1.05

The Title Code Billing Rates are effective January 1, 2016 and will be adjusted each January of subsequent years.

New employees may be added throughout the year.

CONFIDENTIAL

COPY

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

18th day of March, 2016

By [Signature] Deputy

