

Assessor's Parcel Number: N/A

Date: MAY 17, 2017

Recording Requested By:



00055513201708987700170176

KAREN ELLISON, RECORDER

Name: NIKKI SCHMIDT, PUBLIC WORKS
(NC)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2017.069
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

FARR WEST ENGINEERING

[Signature]
DOUGLAS COUNTY
CLERK

2017 MAY 17 PM 3:31

NO. 2017.069

FILED

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 Farr West Engineering ("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 Sunday, December 31, 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:

Farr West Engineering has entered into a contract with Douglas County to perform work through Sunday, December 31, 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:

Complete the various design and bidding services for the Sierra Country Estates Water System Well #2 water main in accordance with the attached Scope of Work (Attachment A), schedule (Attachment B), and budget (Exhibit C).

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in

Paragraph 4 on a time and materials cost not to exceed forty six thousand Dollars (\$46,000.00) (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, 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.

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: Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89801
Telephone: (775) 851-4788

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.

22. Consultant. Throughout this Contract, the term "Contractor" shall refer to "Consultant". The Consultant shall have no responsibility for job site safety nor means, methods, techniques, or sequence of construction.

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

Farr West Engineering

By: *Brent Farr* 5/4/17
Brent Farr, President (Date)

Douglas County

By: *[Signature]* 5/10/17
Lawrence A. Werner - County Manager (Date)

ATTACHMENT "A" – SCOPE OF WORK

Douglas County Sierra Country Estates Well #2 Water Main

INTRODUCTION

Douglas County (County) has constructed a water quality treatment facility at Well #1 in the Sierra Country Estates subdivision. A second well (Well #2) also serves the subdivision and the County wants to connect it to the new water quality facility. This will require civil and electrical improvements to connect the well, which is approximately 1,000 feet away. Farr West will provide the civil services for this work, and the County will provide the electrical design.

The phase and task breakdown for the project is designated as follows:

Design Services

- Task 1 – Project Management
- Task 2 – Survey and Mapping
- Task 3 – Water Main Design
- Task 4 – Permitting Support
- Task 5 – Bid Support
- Task 6 – County Directed Services

DESIGN SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, with monthly project coordination meetings with the County and Farr West staff. This task will include the following activities:

- Project administration includes schedule maintenance, cost control, filing, resource allocation, subconsultant management, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the County.

Deliverables

The following deliverables will be submitted under this task:

- Project schedule.
- Monthly invoices and status reports.

Assumptions

The following assumptions apply:

- Project duration will be four (4) months from NTP through bid phase.
- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – Survey and Mapping

Objective

To augment the existing topographic map in support of design activities.

Approach

The following approach applies:

- Coordinate with utility purveyors to mark buried utilities within the project corridor.
- Farr West field crews will provide supplemental field surveying to augment the previous survey basemap with additional data that will include the marked utilities, existing Well #2, easements, and rights-of-way/parcel lines.

Deliverables

Electronic files for use in preparing design plans.

Assumptions

The following assumptions apply:

- No easements or property boundary research will be required. If easement needs are identified, then this work will be authorized by the County and effort charged to County Directed Services (Task 8).
- Farr West survey will establish project control that will be used during construction.
- Basemap development will be done in a manner that will provide a 2-foot contour interval map.

Task 3 – Water Main Design

Objective

Prepare 60%, 90%, and Final Plans, Specifications, and Opinion of Probable Construction Costs for the 8-inch water main extension from Well #2 to the recently constructed Well House. A meter vault on the

new 8-inch water main will be located near the Well House. The Well House is designed to accommodate a second water source, with an 8" connect point. No improvements will be required within the building.

Approach

Activities under this task will include the following elements:

- 60% Design: This submittal will include the preparation of the Plans, Specifications, and Cost Estimate to include:
 - Site visit with County.
 - Coordinate with the County's engineering staff for the preliminary design elements, including the size, number, and material for the electrical conduits that will be installed between the Well House and Well #2.
 - 5 general sheets, which will include the cover; legend, abbreviations, & notes; overall site plan; and erosion control details.
 - 2 plan sheets of water main, water meter vault, and electrical conduit extension.
 - 1 water main detail sheet.
 - Technical specifications.
 - Opinion of probable construction costs.
 - Quality assurance and quality control of deliverables to the County.
 - One (1) 60% Submittal review meeting with the County at their office.
- Draft Contract Documents (90%) to include:
 - Incorporation of 60% review comments by the County.
 - Refinement of the 60% design of the civil design elements.
 - Finalization of Opinion of Probable Construction Costs.
 - Submission of 90% plans and specifications to the County for final review and comment.
 - One 90% Submittal review meeting with the County at their office.
- Final Contract Documents to include:
 - Finalized Plans and Specifications submitted to the County for public bid processing.

Deliverables

The following will be delivered under this task:

- Design Development Submittal (60%):
 - Electronic set (PDF) of 60% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Draft Contract Documents (90%):
 - Electronic set (PDF) of 90% Plans and Specifications.
 - Opinion of Probable Construction Costs.
- Bid Documents:

- Submit one electronic set and one paper set of Contract Documents, including Plans, Specifications, and Opinion of Probable Construction Costs. The Final Design Documents will also include the following:
 - One (1) Full-size stamped Plans.
 - An AutoCAD 2014 format disc that contains supporting files, including plot files, shape files, fonts, and reference files; an electronic Word file of Specifications along with one camera-ready 8.5-inch by 11-inch printed file.

Assumptions

The following assumptions apply:

- No improvements to the pump, well casing, or pitless adapter at Well #2 will be required.
- Farr West will include electrical conduit from Well #1 to Well #2 in the drawings and specifications. Farr West will coordinate with the County to include the conduit in the plans and specifications. All other electrical design will be completed by the County and is not a part of this project.
- County will provide review comments for the 60% and 90% submittals to Farr West within 2 weeks of our submission of these documents.
- Project manual will be based on CSI format.
- County will provide Division 00 specifications. Farr West will provide all other specifications.
- Preparation of temporary or permanent easements is not included in this scope.

Task 4 – Permitting Support

Objective

Prepare and submit permit applications for the water main improvements. Comply with NDEP and Douglas County regulations and requirements.

Approach

The following approach will be performed:

- Prepare and submit a water project application to the NDEP Bureau of Safe Drinking Water for review and approval.
- Prepare and submit design drawings to the County's Community Development, for Site Improvement Permit review and approval.
- Respond to review comments and resubmit final drawings.

Deliverables

The following will be delivered under this task:

- Permit applications and necessary copies of design drawings and technical specifications.

Assumptions

The following assumptions apply:

- All permitting fees will be paid for by the County.
- Five (5) full-size drawings, five (5) project manuals, and one electronic set of drawings and specifications will be prepared for the permit submittals, including the final contract documents.

Task 5 – Bid Support

Objective

Assist the County in the bid selection process and award of the construction contract.

Approach

Activities under this task will include the following elements:

- Assist County with posting Bid Documents on their QuestCDN site.
- Answer questions from bidders and prepare addenda, as required.
- Review bids received and prepare a letter of recommendation for award of the contract.
- Preparation of a Conformed Set of Construction Documents that incorporates the addenda items into the Bid Documents.

Deliverables

Work products will include:

- One electronic set of bidding documents for County and Farr West use.
- Addenda, as required.
- Letter of recommendation for award.
- Submit one electronic set and one paper set of a Conformed Set of Construction Documents, including Plans and Specifications that includes the following:
 - One (1) Full-size stamped Plans.
 - An AutoCAD 2014 format disc that contains supporting files, including plot files, shape files, fonts, and reference files; an electronic Word file of Specifications along with one camera-ready 8.5-inch by 11-inch printed file.

Assumptions

The following assumptions apply:

- County will conduct the pre-bid at their County Office.
- Farr West will not attend the pre-bid conference.
- Preparation of a maximum of 2 addenda is assumed.

Task 6 – County Directed Services

To cover the costs of project work items that are unforeseen by the County, a task budget of \$10,000 is incorporated into this Amendment. Labor effort will not be charged to this task unless authorized in writing by the County.



ATTACHMENT "B"

SCHEDULE

Notice to Proceed:	May 2017
Survey Base Mapping:	May 2017
Preliminary Design:	May through June 2017
Final Design:	June through July 2017
Permitting:	June through July 2017
Bid Phase:	August 2017
Construction Phase:	October through November 2017

ATTACHMENT "C"

BUDGET

Task 1	Project Management	\$2,500
Task 2	Survey and Mapping	\$3,800
Task 3	Water Main Design	\$17,500
Task 4	Permitting Support	\$7,200
Task 5	Bid Support	\$5,000
Task 6	County Directed Services	\$10,000
	PROJECT TOTAL:	\$46,000

FARR WEST

ENGINEERING

2017 RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$140	Planner	\$125
Senior Engineer	\$130	Building Inspector II	\$80
Engineer III	\$120	Building Inspector I	\$65
Engineer II	\$110	Designer II	\$100
Engineer I	\$100	Designer I	\$90
Engineer in Training II	\$90	GIS Analyst II	\$125
Engineer in Training I	\$80	GIS Analyst I	\$110
Senior Hydrogeologist	\$140	GIS Specialist	\$90
Hydrogeologist III	\$120	GIS Technician	\$80
Hydrogeologist II	\$100	Water Rights Specialist III	\$150
Hydrogeologist I	\$80	Water Rights Specialist II	\$125
Electrical Engineer	\$150	Water Rights Specialist I	\$100
Environmental Scientist	\$110	Water Rights Technician III	\$90
Construction Inspector III	\$95	Water Rights Technician II	\$80
Construction Inspector II	\$85	Water Rights Technician I	\$70
Construction Inspector I	\$75	Professional Surveyor	\$125
Project Assistant	\$70	Survey Technician II	\$85
Admin III	\$80	Survey Technician I	\$70
Admin II	\$65	1 Man Survey Crew	\$125
Admin I	\$50	2 Man Survey Crew	\$165
Intern	\$45	3 Man Survey Crew	\$240

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. Vehicles used for travel to meetings, deliveries, etc. will be charged at the current federal reimbursement rate.
3. A daily rate of \$40 will be charged for field personnel staying overnight to cover meals.
4. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
5. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

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

12th day of May, 2017

By *[Signature]* Deputy