

Assessor's Parcel Number: N/A

Date: FEBRUARY 14, 2018

Recording Requested By:

Name: SCOTT MCCULLOUGH, CO MANAGER'S OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00068904201809103970070074

KAREN ELLISON, RECORDER

CORRECTED CONTRACT #2018.026

(Title of Document)

**TO INCLUDE EXHIBIT 1 (PROPOSAL) ON PREVIOUSLY
RECORDED DOCUMENT #2018-910210**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN
DOUGLAS COUNTY
PO BOX 218
MINDEN NV 89423
("COUNTY")

AND

CR ENGINEERING
5434 LONGLEY LANE
RENO NV 89511
("CONTRACTOR")

FILED
2018 FEB -8 AM 11:31
DOUGLAS COUNTY
2018.02.02

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

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

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by both parties.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a 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.

3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with ¶ B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to 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, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

CR ENGINEERING has entered into a contract with Douglas County to perform work relating to the Douglas County MEP Improvement Project, and requests that the State Industrial Insurance System 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
Post Office Box 218
Minden, Nevada 89423

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

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that it is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. **SERVICES TO BE PERFORMED.** The parties agree that the personal services to be performed by Contractor are specified in the Proposal attached hereto as Exhibit 1 to perform Engineering Design and provide bidding documents for the Douglas County MEP Improvement Project

5. **PAYMENT FOR SERVICES.** Contractor agrees to provide the professional services set forth in ¶ 4 at a cost not to exceed \$107,000.00. Unless Contractor has received a written exemption from the County, Contractor shall be paid in full only upon completion of all of the Services set forth in ¶ 4 and after a satisfactory final inspection of the work is completed by Douglas County

6. NON APPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

7. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

8. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

9. ASSIGNMENT. Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

10. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, 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.


11. 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 this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, 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 this contract must be retained by Contractor for a minimum of six years after final payment is made 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 shall promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of 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.

13. 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, including attorneys fees, expert fees, and other costs, arising from the performance of this contract by Contractor or Contractor's agents or employees.

14. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

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

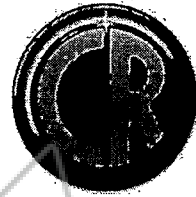
 12/22/17
CR Engineering (Date)

 2/1/18
(Date)

Chairman, Board of County Commissioners
By and On Behalf of
Douglas County, Nevada

CR ENGINEERING

Mechanical Engineering Consultant
5434 Longley Lane
Reno, Nevada 89511
Phone: 775.826.1919 Fax: 775.826.1918
www.cr-eng.com



Proposal

December 19, 2017

Mr. Scott McCullough
Project Manager
Douglas County Manager's Office
1594 Esmeralda Avenue
Minden, Nevada 89423

Re: Douglas County Library Boiler, VAV, and Air Handler Replacement
Douglas County Offices (Minden Inn) Rooftop Unit Replacement
Douglas County Public Safety Boiler and Water Heater Replacement

Dear Scott:

Thank you for the opportunity to provide the following professional services proposal. This letter is intended to set the terms between Douglas County and CR Engineering for the above project. It is to define the project scope and fees.

Project Description

The project will be constructed under the CMAR delivery process. This proposal assumes that all construction work at the three sites will be completed simultaneously.

Library

The original library (excluding the addition) is served by an outdoor air handler, hot water boiler plant, and variable air volume reheat terminal units for zone temperature control that are due for replacement. The air handler is a 30± nominal ton packaged unit with d/x cooling and hot water heat. There are two 200,000 Btuh input boilers. There are approximately 12 variable air volume reheat terminals that provide zone control. Heating hot water pumps and the domestic water heater will be noted to be replaced under an additive alternate.

Portions of the ceiling will be removed and replaced for access to the VAV terminal units. The existing roof structure is unknown. Rooftop units will be selected with similar weights to avoid structural review.

County Offices (Minden Inn)

The offices are served by 8 packaged gas heat/electric cooling rooftop units that are due for replacement. It is assumed that sizes range from 5 to 7.5 nominal tons. Condensate drains currently spill to the roof. Adding piped condensate drainage is prohibitively expensive and disruptive to the building occupant because the ceiling would have to be removed on the third floor. Instead of spilling onto the roof, condensate evaporation pans will be added.

Public Safety

There are three 1,000,000 Btuh boilers and a domestic hot water generator that are in need of replacement. Boiler replacement will include new pumps, boiler venting, and controls. An emergency shutdown switch will be added at the exit door.

Design Services Scope of Work

- Visit sites to conduct field survey and verify as-built condition
- Develop CAD floor and roof plans from available drawings and field measurement

- Prepare mechanical and electrical demolition drawings
- Prepare mechanical design drawings and specifications
- Prepare electrical design drawings and specifications
- Prepare structural design documents for the Library air handler support
- Prepare 2012 International Energy Conservation Code mechanical compliance certificate
- Provide Design Development documents for review
- Provide 90% Construction documents for review
- Provide construction cost estimate
- Provide sufficient wet-stamped drawings for submission to the building department
- Address building department comments
- Provide Construction Documents
- Attend pre-construction meeting
- Equipment and materials submittal review
- Answer field generated questions (RFI's)
- Perform site inspections during construction
- Review Test & Balance reports
- Review Operation & Maintenance manuals
- Perform a final inspection
- Prepare record drawings from contractor's markups

Services not Included

- Structural engineering
- Building department submittal
- Fire department submittal
- Reproduction of documents
- Permit fees
- Hazardous materials discovery, testing, and abatement design

General Terms and Conditions

Shall be per a mutually agreeable contract between Douglas County and CR Engineering.

Fee

CR Engineering proposes to complete the described design services scope of work detailed above for a fixed fee of one hundred seven thousand dollars (\$107,000).

Additional Services

Additional services will be negotiated with the Client prior to commencement of additional services and will be billed in accordance with the current Fee Schedule.

Agreement

This proposal is valid if accepted within 90 days of its date. If this is acceptable, please execute an agreement. This will serve as our notice to proceed. Fee arrangement will be renegotiated if project is placed on hold for more than 180 days.

Sincerely,

CR ENGINEERING

Christopher L. Rounds, PE

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

13th day of April, 2018

By Deputy