

Assessor's Parcel Number: N/A

Date: MARCH 26, 2018

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS  
(NC)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A



00070802201809120450110112

KAREN ELLISON, RECORDER

**CONTRACT #2018.053**

(Title of Document)

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**CH2M HILL ENGINEERS, INC.**

DOUGLAS COUNTY  
CLERK  
2018 MAR 26 AM 10:46

NO 2018-053

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 CH2M HILL Engineers, Inc. ("Consultant"). The County and Consultant 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 Consultants; and

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

**WHEREAS**, Consultant represents that Consultant 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 Consultant 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 Friday, May 18, 2018.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Consultant 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 Consultant 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 Consultant or the County to the public employee's 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.

Additionally, the Consultant is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**3. INDUSTRIAL INSURANCE.** Consultant 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, Consultant will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Consultant also agrees that, prior to commencing any work under the Contract, Consultant will complete and provide evidence to the County that Consultant has made the following written request to Consultant's insurer:

*CH2M HILL Engineers, Inc. has entered into a contract with Douglas County to perform work through Friday, May 18, 2018 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 Consultant is required to maintain.*

*The certificate and notice should be mailed to:*

*Douglas County  
Public Works Department  
Post Office Box 218  
Minden, Nevada 89423*

Consultant agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Consultant does not maintain the required coverage throughout the entire term of the Contract, Consultant agrees that the County may, at any time the coverage is not maintained by Consultant, order the Consultant 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, Consultant 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 Consultant does not make the request or does not provide the certificate before the expiration of the six-month period, Consultant agrees that the County may order the Consultant 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 Consultant will perform the following:

Provide revised Bid Documents and engineering support during the Bid Period in accordance with the scope of work (Exhibit A) and the rate schedule (Exhibit B).

**5. PAYMENT FOR SERVICES.** Consultant agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Twenty-Five Thousand Dollars (\$25,000) (the "Contract Price"). Unless Consultant has received a written exemption from the County, Consultant 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. Invoices are due and payable within 45 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment and County shall pay the undisputed portion. County will exercise reasonableness in disputing any bill or portion thereof.

**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. 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.

**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 Consultant 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 Consultant 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 Consultant. Consultant 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.** Consultant 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.** Consultant 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 Consultant 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. Consultant will maintain accounting records, in accordance with generally accepted accounting principles. Consultant will maintain the records for no less than the minimum period of time required by law; these records will be available to County for a period of 2 years after payment of Consultant's final invoice. County may only audit Consultant's accounting records related to Services that are structured as cost-reimbursable—as opposed to lump sum..

**12. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Consultant 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 Consultant's expense, to the County by Consultant upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Consultant, the Materials must be retained by Consultant for a minimum of six years after Consultant'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 Consultant will promptly remit and deliver the materials, at Consultant's expense, to the County. Unless the County has requested the remittance and delivery by Consultant of the Materials, Consultant will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Consultant's obligations under the terms of the Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Consultant expressly understands and agrees that all documents submitted, filed, or deposited with the County by Consultant, 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. Consultant 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.** Consultant 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 Consultant's negligent performance pursuant to the terms of the Contract by Consultant or Consultant'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.** Consultant will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions.

**18. WAIVER OF LIEN.** Consultant 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 Consultant 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 Consultant 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 Consultant:** CH2M HILL Engineers, Inc.  
Jerry Dehn  
2525 Airpark Drive  
Redding, CA 96001  
Telephone: 530-229-3447

**21. CONFLICT OF INTEREST.** By signing the Contract, Consultant 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. Consultant must notify Douglas County of any other contracts or projects Consultant is working on that may impact Douglas County.

**22. CHANGES.** County may make or approve changes within the general Scope of Work in this Contract. If such changes affect Consultant's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Contract.

**23. FORCE MAJEURE.** In the event Consultant is delayed in performance of services by any act or neglect of County or anyone for whom County is responsible or by Acts of God, strikes, lockouts, or other events beyond the control of Consultant, then Consultant's compensation and the schedule for this Contract shall be equitably adjusted. In the event delays to the services are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays. **IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

**Enter Consultant Name**

By: Doug Harris FEB. 26, 2018  
(Date)

DOUG HARRIS / VICE PRESIDENT  
Name/Title

**Douglas County**

By: [Signature] 2/14/18  
Lawrence A. Werner, County Manager (Date)

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*EXHIBIT A*

# **Scope of Work for NVWWTP Second Bid Period Services**

Prepared for  
**Douglas County Public Works**

February 2018

**CH2MHILL Engineers, Inc.**  
50 West Liberty, Suite 205  
Reno, NV 89501



# Exhibit A: Scope of Work for the NVWWTP Second Bid Period Services

This exhibit is to the Agreement, between CH2M HILL ENGINEERS, Inc. (Consultant), and Douglas County, Nevada (County), for engineering and consulting services related to the second bid period for the North Valley Wastewater Treatment Plant (NVWWTP, Plant). The official name for the project will be the Second Bid Period Services, hereinafter referred to as the "Project."

## Introduction

Douglas County, Nevada Public Works owns and operates the North Valley Wastewater Treatment Plant (NVWWTP) in Carson Valley. The NVWWTP serves residential communities and commercial/industrial centers located in the northern portion of Carson Valley. Current flows at the NVWWTP are approximately 0.3 mgd and the plant is permitted for 0.45 mgd. A Facilities Plan and Capacity Analysis was prepared that identified future growth, plant capacity needs, and selected alternatives for expansion and upgrade of the plant. Facilities were then designed to upgrade the existing treatment plant and expand capacity to an average annual flow of 0.63 million gallons per day.

This exhibit presents Consultant's scope of work, preliminary schedule, and budget for the Second Bid Period Services, to include the following services:

- Consultant services as described herein associated with preparing bid documents for the second bid period by incorporating the addendum items from the first bid period.
- Consultant services as described herein associated with bid period services for the second bid period.

## Consultant's Scope of Work

### Task 1 – Prepare Revised Bid Documents

Consultant will revise the drawings and specifications from the first bid period to reflect changes resulting from bid addenda from the first bid period into the revised bid documents. Consultant will provide County with one CD containing technical specifications, standard details, and drawings in Adobe Acrobat .pdf file format.

### Task 2 – Bid Period Support Services

Consultant will attend, via phone conference call, one pre-bid conference.

Consultant will receive and respond to potential Bidders' technical questions and requests for additional information, as forwarded to Consultant by County. Consultant will furnish technical interpretation of the contract documents and will prepare responses to questions in the form of addenda distributed by County to all plan holders.

Consultant will assist the County as requested in reviewing Bids received to verify that the Bid submitted by the apparent low bidder is complete and responsive. This task does not include attendance by the Consultant at the Bid Opening. County will share the successful

bid with Consultant within 2 days of bid opening. Consultant will prepare a recommendation of award and transmit same to the County.

## **Assumptions**

The only changes to be incorporated into the revised bid documents for the second bid period are the addendum items from the first bid period.

The second bid period will have a 5-week duration and will not be extended.

## **Schedule**

Revised Bid Documents will be provided by March 28, 2018. Bid Period Services begin when bid documents are provided and will conclude at the end of the initially identified bid period. If the work is delayed beyond May 18, 2018 due to circumstances that are beyond the reasonable control of Consultant, Consultant reserves the right to request a scope, schedule and fee modification for additional administrative and support time.

## **Compensation**

Compensation for services described herein will be on a time and expense basis using the billing rates specified in Exhibit B. The amount invoiced each month will be based on actual hours of labor and expenses expended. Each invoice will include a listing of the charges applicable to each of the 4 Tasks noted herein. For services enumerated in Tasks 1 and 2, the total estimated fee is \$25,000 plus applicable sales, use, value-added, business transfer, gross receipts, or other similar taxes. This total fee will not be exceeded without prior authorization from the County. The County is not obligated to compensate the Consultant for work beyond the authorized budgets nor is the Consultant obligated to incur costs that exceed the authorized budgets.

**Exhibit B**

**2018 CH2M HILL Per Diem Rate Schedule  
for  
North Valley Wastewater Treatment Plant  
Revised Bid Documents and Bid Services  
Hourly Billing Rates**

**Classification**

**2018 Rate**

<b>Principal Technologist*/Principal Project Manager</b>	<b>\$240</b>
<b>Sr. Technologist*/Sr. Project Manager (e.g., Nolan Randall)</b>	<b>\$225</b>
<b>Senior Project Engineer*</b>	<b>\$205</b>
<b>Project Engineer*</b>	<b>\$185</b>
<b>Associate Engineer*</b>	<b>\$165</b>
<b>Staff Engineer 2*</b>	<b>\$144</b>
<b>Staff Engineer 1*</b>	<b>\$123</b>
<b>Engineering Tech 5</b>	<b>\$150</b>
<b>Engineering Tech 4</b>	<b>\$135</b>
<b>Engineering Tech 3</b>	<b>\$117</b>
<b>Engineering Tech 2</b>	<b>\$107</b>
<b>Engineering Tech 1</b>	<b>\$95</b>
<b>Office/Clerical/Accounting</b>	<b>\$85</b>

\* includes engineering, consulting, planner, and scientist disciplines

**Notes:**

1. Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts, and outside services; special client-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Consultant's charges for direct use of Consultant's vehicles, computing systems, laboratory test and analysis, word processing, printing and reproduction services, and certain field equipment; and (3) Consultant's project charges for special health and safety requirements of Occupational Safety and Health Administration (OSHA) services.
2. Consultant's rates for the following direct expenses shall be: Computer charges of \$6.00 will be applied to all labor hours for office staff. A Health & Safety charge of \$1.75 will be applied to all labor hours of employees who are currently enrolled in the CH2M HILL Comprehensive Health & Safety Program. These rates are subject to change for work performed beyond the work period noted below.
3. A markup of 10% will be applied to all other Direct Costs and Expenses.
4. An additional premium of 25% will be added to the above rates for Expert Witness and Testimonial Services.

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

26<sup>th</sup> day of June, 2018  
By [Signature] Deputy