

Assessor's Parcel Number: N/A

Date: JUNE 12, 2018

Recording Requested By:

Name: NICK CHARLES, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00074770201809154290130139

KAREN ELLISON, RECORDER

CONTRACT #2018.114
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

BOCC APPROVED
June 7th, 2018
ITEM: 8

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

CH2M HILL ENGINEERS, INC.

[Handwritten Signature]
DOUGLAS COUNTY
CLERK

2018 JUN 12 AM 9:13

2018.114

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 Wednesday, January 01, 2020.

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 Wednesday, January 01, 2020 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:

Perform support services during the NVWWTP construction in accordance with the scope of work and the rate schedule, which are attached hereto and incorporated herein by reference as Exhibit A and Exhibit B, respectively.

5. PAYMENT FOR SERVICES. Consultant agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Eighty-Four Thousand, Five Hundred Dollars (\$84,500) (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, Consultant 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

EXHIBIT A

**Scope of Work for the
North Valley Wastewater
Treatment Plant
Engineering Support Services
During Construction**

Prepared for
Douglas County Public Works

May 2018

ch2m:SM
2525 Airpark Drive
Redding, CA 96001

Exhibit A: Scope of Work for the North Valley Wastewater Treatment Plant Engineering Support Services During Construction

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 construction of facilities at the North Valley Wastewater Treatment Plant (NVWWTP, Plant). The official name for the project will be the NVWWTP Improvements Project, 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 NVWWTP Improvements Project, to include the following services:

- Engineering support services during construction including consultation regarding questions of design intent that may be required to answer construction contractor's questions or interpret the contract drawings and specifications.
- Operations startup consulting.

Consultant's Scope of Work

Task 1 - Project Management

Consultant will initiate and manage project activities, schedule, and plan work to complete activities in a properly integrated and timely manner. Project management activities will include the following:

- Progress Monitoring – Monitor budget, work progress, and schedule for each Task. Monitor work efforts and evaluate actual versus planned progress. Supervise the Consultant's project team and identify actions needed to maintain the project schedule and resolve impacts on budgets as work progresses.
- Coordination and Staff Management – Coordinate and schedule appropriate staffing to meet project requirements of each Task.
- Administration – Maintain project records, manage and process project communications, subcontracts, and coordinate project administrative matters for each Task.

Health and Safety

Consultant will manage the health, safety, and environmental activities of its staff and the staff of its subconsultants to achieve compliance with applicable health and safety laws and regulations. Consultant will coordinate its health, safety, and environmental program with the responsibilities for health, safety, and environmental compliance specified in the construction contract documents. Consultant will provide project specific Field Safety Instructions for use by team members when performing field work on the Project site. Consultant will review health and safety plans of subconsultants prior to executing subcontract agreements.

Deliverables

- Field Safety Instructions for Consultant staff
- Monthly project billings showing labor hours by staff member and by task

Task 2 – Engineering Office Services During Construction

Conformed Construction Drawings: Consultant will prepare final Conformed Documents for the Project by incorporating the Bid Addenda into the Bid Drawing Set. Consultant will review, print, PE stamp and sign up to twelve full-size hardcopies of the Conformed Documents prepared by the County.

Shop Drawings, Samples, and Submittals: Consultant will provide up to 40 hours of consultation with County and/or Keller Associates during their review of shop drawings, samples and submittals to convey the design intent where needed.

Requests for Information (RFI's) and Substitutions: Consultant will provide up to 30 hours of consultation with County and Keller Associates as needed for interpretation and response to construction contractor's RFIs and proposed substitutions.

Process Operations and Startup Plan: County will collaborate with the construction contractor, Keller Associates, and Consultant to develop a draft Process Operations and Startup Plan. The Plan will include checkout and testing requirements included in the Contract Documents and also the control system functional and demonstration testing. County will facilitate a workshop to review the Plan with the construction contractor, and then incorporate comments from the workshop into the final Plan. Consultant will provide up to 20 hours of engineering input to support County's development of the Plan.

Task 3 – On-Site Start-up Assistance and Operations Support

Consultant will provide a representative for up to 80 hours on-site to assist during the initial startup and operations of the facilities by assisting the operating personnel assigned by the County. For budgeting purposes, it is assumed that the 80 hours spent on-site will occur over a maximum of three trips.

The presence or duties of Consultant's personnel at a construction site do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to the County and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and

procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents.

Task 4 – Additional Services

County may request that Consultant provide additional services not previously identified in this scope of work. A budget of \$20,000 has been allocated to this task.

The services described below are not included in Tasks 1 through 4 of this Agreement, but can be performed if requested and approved by County and Consultant as budget permits. Time, scope, and fee have not been budgeted for these tasks.

Miscellaneous services under this task shall be performed on an on-call basis. Upon request, Consultant and County shall identify and negotiate specific tasks, including the associated level-of-effort, deliverable products, and budget. Consultant is not authorized to expend Task 5 funds until directed by the County via email or other means of written approval.

Schedule

Milestone	Target Start	Target Finish
Task 1 – Project Management	6/7/2018	12/15/2019
Task 2 – Office Services During Construction	6/7/2018	7/1/2019
Task 3 – Startup Assistance and Operations Support	6/13/2019	12/15/2019
Task 4 – Additional Services	As needed	

All work under this Agreement is expected to be completed by January 1, 2020. If the work is delayed 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 through 4, the total estimated fee is \$84,500 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. A breakdown of the estimated fee is summarized in Table 1. County understands and agrees that individual tasks may be completed either under or over budget and that Consultant can reallocate budgets within and across tasks provided the total authorized estimated fee is not exceeded. 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.

TABLE 1
Fee Estimate Summary

Task	Description	Estimated Fee (\$)
1	Project Management	\$11,500
2	Office Services During Construction	\$29,500
3	Startup Assistance and Operations Support	\$23,500
4	Additional Services	\$20,000
Total		\$84,500



Exhibit B

2018-19 CH2M HILL Per Diem Rate Schedule
for
North Valley Wastewater Treatment Plant
Services During Construction
Hourly Billing Rates

Classification

2018-19 Rate

Principal Technologist*/Principal Project Manager	\$242
Sr. Technologist*/Sr. Project Manager	\$227
Senior Project Engineer*	\$207
Project Engineer*	\$187
Associate Engineer*	\$167
Staff Engineer 2*	\$146
Staff Engineer 1*	\$125
Engineering Tech 5	\$152
Engineering Tech 4	\$137
Engineering Tech 3	\$119
Engineering Tech 2	\$109
Engineering Tech 1	\$97
Office/Clerical/Accounting	\$87

* 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.
5. Rates are applicable for work performed during the expected period of performance of this contract. Rate increases will go into effect for any work performed beyond December 31, 2019.

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 December 2018

By  Deputy