

Recorder's Office Cover Sheet

Recording Requested By:

Name: Courtney Walker

Department: Public Works



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

This document supersedes and replaces 946262 and 946445
to include missing pages.

FILED


INTERLOCAL CONTRACT FOR SERVICES

NO. 2020.072

05/18/2020

A CONTRACT BETWEEN DOUGLAS COUNTY
P.O. BOX 218
MINDEN, NV 89423

DATE
DOUGLAS COUNTY CLERK
MINDEN, NV

BY  DEPUTY

AND

JE FULLER/HYDROLOGY & GEOMORPHOLOGY, INC.
8400 S. KYRENE RD, SUITE 201
TEMPE, AZ 85284

This Interlocal Contract for Services (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the County Manager and JE Fuller/Hydrology & Geomorphology, Inc. an Arizona Corporation registered with the Nevada Secretary of State (hereafter "Contractor"). 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. EFFECTIVE DATE AND TERM OF CONTRACT. The Contract will become effective on May 6, 2020 and shall continue until August 30, 2020, unless terminated in accordance with Paragraph 6 of the Contract.

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 333.700 et. al., as necessarily adapted, to the Parties, including 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 independent contractor or the County to the public employees 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, the 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, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that the Contractor has made the following written request to Contractor's insurer:

JE Fuller/Hydrology & Geomorphology has entered into a contract with Douglas County to perform work from May 6, 2020 to August 30, 2020 and requests that the 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 required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain 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 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 the services to be performed include creating the Johnson Lane Wash Nye Drive Culvert Crossing Design ("Scope"), at the locations and in the manner more particularly described in Exhibit "A," which is attached hereto and incorporated by this reference.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 at a total cost not to exceed eighteen thousand, one hundred and thirty-two dollars (\$18,132.00) (the "Contract Price"). County does not agree to reimburse for per diem allowances or other direct or pass-through expenses unless explicitly approved by the County in advance in writing. Unless Contractor has received a written exemption from the County, Contractor shall submit requests for payment for services performed under this Contract. Requests for payment by Contractor may only be made for reimbursement of actual cash

disbursed by Contractor. Requests for payment 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 approved budget.

6. TERMINATION OF CONTRACT. Either party may revoke the Contract with or without cause, provided only that a revocation shall not be effective until 30 calendar days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by Contractor to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.

7. NONAPPROPRIATION. All payments under this 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 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 the necessary funding.

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 this Contract. 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.

8. CONSTRUCTION OF CONTRACT. This Contract shall 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, litigation may only proceed before a federal northern Nevada district court in the State of Nevada. The court will recognize any offers of judgment made by a Party pursuant to Nevada law. The Contract Documents shall include this document and Exhibit A, hereto. The Contract Documents are intended to be complimentary to one another and shall be so construed. To the extent that there is an irreconcilable difference between the Contract Documents, the order of precedence shall be: first, this document, thereafter Exhibit A.

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 this 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 this 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 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.

12. DISPOSITION OF CONTRACT MATERIALS. All professional and technical information developed under this Contract and all work sheets, reports, and related data shall remain the property of the Contractor, provided that County shall receive a non-exclusive license to use and reuse the professional and technical information. Contractor further agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for uses other than this project.

13. 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.

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 the performance of this Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This Contract and the attached Exhibit "A" constitute the entire Contract and understanding between the Parties and may only be modified by a written amendment signed by both 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: Stormwater Program Manager
1120 Airport Road Building F-2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6215

To Contractor: Chris Rod
JE Fuller/Hydrology & Geomorphology
8400 S. Kyrene Rd, Suite 201
Tempe, AZ 85284


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 this Contract to be signed and intend to be legally bound thereby.

JE FULLER/HYDROLOGY & GEOMORPHOLOGY, INC.

By: Christopher Rod April 29, 2020
Name: Christopher Rod (Date)
Title: Vice President

DOUGLAS COUNTY, NEVADA

 5/14/20
Patrick Cates (Date)
Douglas County Manager



April 27, 2020

Courtney Walker, CFM
Stormwater Program Manager
Douglas County Public Works
PO Box 218
Minden, NV 89423

Re: Johnson Lane Wash – Culvert Crossing Design

Dear Ms. Walker,

Thank you for requesting professional services from JE Fuller Hydrology and Geomorphology, Inc. (JE Fuller). It is our understanding that Douglas County would like to upgrade the culvert crossing at Nye Drive at Johnson Lane Wash. The new culvert crossing will be designed to convey the runoff from the 100-year flow event with the post-construction water surface elevation contained within the existing drainage easement. Based on this information provided, JE Fuller anticipates the engineering services to analyze and design the culvert crossing with 30% Design Plans will cost **\$18,132.00**. The scope of work (SOW) presented below outlines tasks involved and an estimated fee schedule.

TASK 1- DRAINAGE DESIGN

TASK 1.1 – CULVERT ANALYSIS

Using the results from the existing FLO-2D Model for Johnson Lane Wash, JE Fuller will analyze a culvert designed to convey the 100-year runoff. The methodologies used to will be in accordance with those acceptable by Douglas County.

TASK 1.2 – SCOUR ANALYSIS

JE Fuller will determine the scour for Johnson Lane Wash at the location of culvert. The scour depth will be utilized in the design of the bank protection.

TASK 1.3 – SPLASH PAD ANALYSIS

Based on the culvert hydraulics determined within Task 1.1, JE Fuller staff will determine the splash pad length, width and rock size.

TASK 1.4 – POST-CONSTRUCTION MODELING

Using the combination of the FLO-2D model from Task 1.1 and the proposed crossing structure data determined through the analyses (Task 1.1 – Task 1.3), JE Fuller will develop a post-construction model to evaluate the efficiency of the structure.

TASK 1.5 – TECHNICAL MEMORANDUM

JE Fuller will prepare a brief technical memorandum that describes the analyses used for the drainage design. The memorandum will be submitted to Douglas County for review. It is assumed that there will be one round of review comments before finalizing the memorandum.

TASK 2- DRAINAGE DESIGN PLAN (30% LEVEL)

JE Fuller will prepare drainage design plans that will be used as the basis for the construction of the new culvert crossing. The plans will be assumed to be at level consistent with those typically referred to as 30% levels. The plan will provide concept details and basic notes and specifications that will assist the contractor in construction of the crossing.

EXCLUSIONS

- Geotechnical Engineering
- Field Reconnaissance
- Structural Engineering
- Site Survey
- Permitting (State or Federal)
- Contractor Selection
- Construction Management
- As-built Plans
- Public Meetings
- On-site Agency Meetings
- Site Reconnaissance
- Traffic Study
- Pavement Cross-section Selection
- Storm Water Pollution Preventions Plans
- Section 404 Permitting
- Landscape Plans

ASSUMPTIONS

- Existing Hydrologic Model for Johnson Lane Wash serves as the best available data for the watercourse
- All data will be available at no cost
- Landscape Plans are not included
- Douglas County will assist in locating documentation regarding existing easements and property information

FEE ESTIMATE

The project will be billed as a lump sum contract with a single invoice presented upon completion of the Task 1 and Task 2. The fee estimate table is listed below. All direct expenses, if any, will be billed as pass through expenses (printing and reproduction).

TASK		Labor Total	Direct Expenses	Total Fee
Task 1	Data Collection	\$386.00		\$386.00
Task 2	Culvert Modeling	\$2,580.00		\$2,580.00
Task 3	Scour Analysis	\$1,268.00		\$1,268.00
Task 4	Splash Pad Design	\$764.00		\$764.00
Task 5	Hydrology Memo	\$3,056.00		\$3,056.00
Task 6	Culvert Design/Roadway Crossing Design	\$2,240.00		\$2,240.00
Task 7	Bank Protection Design	\$2,570.00		\$2,570.00
Task 5	30% Concept Plans	\$4,630.00		\$4,630.00
Task 6	Client Meeting and Administration	\$638.00		\$638.00
TOTALS:		\$18,132.00	\$0	\$18,132.00

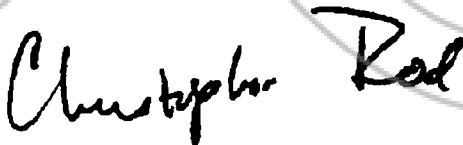
SCHEDULE

Based on the current workload, JE Fuller anticipates that project can be completed within 6 weeks from the receipt of the Purchase Order.

Thank you for providing JE Fuller Hydrology and Geomorphology the opportunity to be a member of your team. If you have questions or concerns regarding the proposal, feel free to contact me at (520) 623-3112 or via my email, chris@jefuller.com.

Sincerely,

JE Fuller/Hydrology & Geomorphology, Inc.



Christopher B. Rod, P.E.
Vice President

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

4th day of June 20 20

By _____ Deputy