

Recorder's Office Cover Sheet

Recording Requested By:

Name: Rick Robillard

Department: Public Works



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
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FILED
NO. 2022.106
5/27/2022
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY id DEPUTY

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

FORSGREN ASSOCIATES INC.

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 Forsgren Associates Inc., an Idaho Corporation registered with the Nevada Secretary of State (NV 20111062238) ("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 within 365 calendar days of the date of execution.

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;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor 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. 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:

Forsgren Associates Inc. has entered into a contract with Douglas County 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:

Professional services for the bidding and construction of the Eagle Ridge Pump Station Rehabilitation project including construction administration and construction

observation. The services are more fully described and shall be performed in accordance with the attached Exhibit A, which is incorporated herein.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost, as defined in Exhibit A, for a total not to exceed Forty Five Thousand Dollars (\$45,000) (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. 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 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 & DISPUTE RESOLUTION. 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. The Contract Documents consist of this document, and Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

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: Forsgren Associates Inc.
200 S. Virginia Street, 8th Floor
Reno, NV. 89501
Telephone: 775.399.0024

21. LICENSING. Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

22. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

23. 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 the Contract to be signed and intend to be legally bound thereby.

Forsgren Associates Inc.

By: [Signature] 5/10/22
(Date)

Alan Driscoll / VP, Division Manager
Name/Title

Douglas County

By: [Signature] 5/26/22
(Date)

Patrick Cates
Douglas County - County Manager



via email

May 11, 2022

Mr. Richard Robillard, PE
Deputy Public Works Director
Douglas County Public Works
1120 Airport Road, F-2
PO Box 218
Minden, Nevada 89423

**Re: Proposal for Construction Services
Eagle Ridge Pump Station Rehabilitation Construction**

Dear Mr. Robillard:

Thank you for continuing to use Forsgren Associates, Inc. (Forsgren) to provide services for the rehabilitation of the Eagle Ridge pump station in Genoa, Nevada.

Statement of Understanding

Forsgren has recently completed an engineering design for the rehabilitation of the Eagle Ridge pump station that delivers water to the Eagle Ridge development in Genoa, Nevada. The design package is currently under review by the Nevada Bureau of Safe Drinking Water (BSDW), and upon BSDW approval, will be publicly issued for construction bidding. Douglas County Public Works (DCPW) has requested that Forsgren provide a proposal for construction services related to the bidding, construction, and commissioning of the new pump station.

Scope of Services

The following sections describe Forsgren's proposed scope of services. Our electrical scope of services, conditions, and exclusions are described in our subcontractor's (Verus) proposal for services found in Attachment A.

Task 1 Project Management

This task includes Forsgren's project management tasks such as budget and project progress tracking, subcontractor management, and project setup and closeout.

Task 2 Bidding Services

Forsgren will provide bidding services in support of the County. These services will include:

1. Preparation of bid schedule.
2. Attendance and technical support by civil and electrical engineers during Pre-Bid Meeting & Site Walk. Preparation of meeting materials including
 - a. Sign in sheet
 - b. Agenda
 - c. Meeting Minutes
 - d. Presentation Materials
3. Preparation of Responses to Questions & Addenda (includes 2 civil, and 2 electrical addenda)
4. Review of Bids and Recommendation for Award

Task 3 Construction Support Services

Once the contract for the pump station rehabilitation has been awarded, Forsgren will provide construction support services for the County. These services will include:

1. Construction Administration
 - a. Attend and support Kickoff (1 in person), Pre-Construction (up to 2), and Construction (up to 4) Meetings. Prepare meeting materials including:
 - i. Agenda
 - ii. Meeting Minutes/Contacts
 - b. Review and respond to up to 30 Submittals. Develop and maintain Submittal log.
 - c. Review and respond to up to 2 Contract Change Orders. Develop and maintain Change Order log.
 - d. Review and respond to up to 10 RFIs. Develop and maintain RFI log.
2. Construction Observation (3 site visits)
 - a. Observe and document construction activities.
 - b. Verify compliance with plans and specifications.
 - c. Final site visit by Engineer of Record
 - d. Prepare field reports.
 - e. Establish Final Punchlist
 - f. Determine *Substantial Completion*, prepare draft notice, and recommend issuance.
 - g. Determine *Final Completion*, prepare draft notice, and recommend issuance.
 - h. Prepare As-builts, submit in ACAD and pdf formats.
 - i. Prepare certification letter for BSDW.

Assumptions

In preparing this proposal, Forsgren has made the following assumptions:

1. DCPW will perform construction management with Forsgren acting in a support role.
2. Task 1 is assumed to have a duration of 10 months
3. Task 2 is assumed to have a duration of 2 months
4. Task 3 is assumed to have a duration of 8 months
5. Pre-construction and construction meetings will be attended virtually
6. Programming and commissioning have been excluded from this scope of services.
7. DCPW will be responsible for materials testing and special inspection.
8. County will handle permitting issues with Bureau of Safe Drinking Water and Building Department.
9. During construction, County will manage labor issues (certified payroll, apprenticeship compliance, etc.), permitting, and NDEP BSDW approval.
10. Change order recommendation will not include negotiations.
11. This project will be executed as a design-bid-build project, and the contractor will procure all materials and equipment.
12. Contractor will produce "red-line" drawings for as-builts. Engineer will field verify.

Compensation

We propose to perform these services for the estimated fee shown in the table below:

Task 1	\$ 7,000
Task 2	\$ 8,000
Task 3	\$ 30,000
Total	\$ 45,000

Project Schedule

Specific project dates will be based on DCPW's bidding schedule, and the selected contractor's construction schedule. The bidding period is estimated to take two months, and procurement and construction is estimated to be completed 10 months after bid award.

Additional Services

We would be happy to provide additional services not presently included in this scope, and if requested, will work with Douglas County to develop scopes and fees for services including:

1. Operations and maintenance manuals
2. Operator training
3. Arc Flash Study
4. Programming and commissioning support

Terms and Conditions

Terms and Conditions will be negotiated as part of our contract with Douglas County. We propose to perform this work on a time and materials basis, and will not exceed the estimated fee without prior authorization. Services will be charged in accordance with the attached 2022 Rate Sheet (Attachment A). If this proposal meets with your approval, please sign and return a copy to me.

Thank you for this opportunity to be of service to Douglas County and to be a part of this exciting project. Please contact me with any questions at bgach@forsgren.com or (775) 813-6651.

Sincerely,

FORSGREN ASSOCIATES, INC.

DOUGLAS COUNTY PUBLIC WORKS

Brian Gach

Signature _____

Brian Gach, P.E.
Senior Engineer

Printed Name _____

Title _____

Date _____

Cc: Alan Driscoll, Vice President

Enclosures (2)



Automation + Engineering + Consulting

Proposal for Services

TO:	Forsgren Associates, Inc.	DATE:	December 14, 2021
ATTN:	Brian Gach	PROPOSAL #:	PR 2085 Rev 0
PHONE:	(775) 399-0024	FROM:	Charles Pasillas
EMAIL:	bgach@forsgren.com	EMAIL:	cpasillas@verusaec.com
PROJECT:	Construction Administration Services Proposal for Eagle Ridge Pump Station Electrical and Controls Upgrade for Douglas County		

Scope of Work

This proposal is for providing construction administration and support services which includes travel for attendance at site to observe electrical and controls installation, observe startup after installation is commissioned and to provide a final punch of the project.

Basis of Work

Request from client per phone conversation on 12/13/2021 to provide on-site construction support (Two trips included)

Proposed Services

1. **Project Management and Coordination:**
Verus will provide a project manager to act as the primary contact and interface with facility during the project. The project manager will perform the following duties:
 - a. Site observation of the electrical and controls within project scope of Verus project #1662.
 - b. Coordinate technical details of the project with Forsgren.
 - c. Manage and coordinate the work within Verus' scope.
2. **Construction administration and support:**
The project manager will perform the following duties:
 - a. Observation of electrical and controls installation within scope of project.
 - b. Observe startup of system once contractor has programmed and commissioned.
 - c. Provide final punch of project related to electrical and controls.

Conditions/Exclusions

1. Additional support by Verus outside the scope noted in this proposal is available on a time and material basis at Verus' standard hourly rates.
2. Weekly Construction Meetings.
3. Programming and Commissioning of control system is outside the scope of Verus work.

Deliverable

1. Field observation report.
2. Final punch list.



Proposal for Services

T&M Budget

Item	Description	Total USD \$	Basis	Taxable
1	Project Management	\$830	T&M	No
2	Construction Administration	\$1,626	T&M	No
	Sub Total	\$2,456		
3	Recommended Contingency (5%)	\$123		
	Project Total	\$2,579		

Commercial Basis

This proposal forms the sole basis for the work to be performed, and supersedes all other proposals whether written or verbal.

TERMS AND CONDITIONS:	Per MSA agreement with Forsgren dated August 17, 2018
COMPLETION DATE:	Work can begin on receipt of purchase order or signed proposal
TAX BASIS:	As listed above in pricing table
TERMS OF PAYMENT:	Per MSA agreement, not to exceed 90 days
PROPOSAL VALID FOR:	30 Days
PROPOSAL BUDGET:	Based on receiving entire scope. Changes in scope will impact pricing.
CURRENCY:	United States Dollars (USD)
FREIGHT BASIS:	Not Applicable
TRAVEL BASIS:	Estimated travel time and expenses are included in this proposal. Travel expenses shall be itemized and billed to client at cost plus a 10% handling fee.

ACCEPTANCE OF PROPOSAL

The prices, specifications, and conditions shown in the above proposal are accepted. Verus is authorized to start and complete the work specified. Payments will be made as outlined. Work will be scheduled upon receipt and acceptance by Verus. Upon acceptance this proposal becomes a contract.

Name

Signature

Date

ATTACHMENT B



**FORSGREN ASSOCIATES, INC.
TITLE CODE RATE SCHEDULE - NEVADA
01 JANUARY 2022**

TITLE CODE	TITLE	HOURLY RATE*
Engineer/Scientist VII	Sr. Principal / Service Leader	260
Engineer/Scientist VI	Principal/Service Leader	240
Engineer/Scientist V	Managing Engineer/Scientist	215
Engineer/Scientist IV	Senior Engineer/Scientist	190
Engineer/Scientist III	Project Manager	145
Engineer/Scientist II	Project Engineer/Scientist	130
Engineer/Scientist I	Engineer/Scientist	110
Survey VI	Survey Manager	160
Survey V	Chief of Survey	150
Survey IV	Survey Party Chief	130
Survey III	Senior Surveyor	110
Survey II	Surveyor in Training	90
Survey I	Survey Technician	80
Drafter V	Drafting Manager	130
Drafter IV	Senior Designer	120
Drafter III	Designer III	110
Drafter II	Designer II	100
Drafter I	Designer I	90
Inspector VI	Senior Construction Manager	150
Inspector V	Construct. Mgr/Sup. Inspect.	140
Inspector IV	Project Inspector	130
Inspector III	Project Inspector	120
Inspector II	Project Inspector	110
Inspector I	Assistant Inspector	100
Tech V	Technician Manager	135
Tech IV	Supervising Technician	120
Tech III	Senior Technician	110
Tech II	Technician	100
Tech I	Assistant Technician	90
Clerical V	Executive Assistant	115
Clerical IV	Senior Project Assistant	105
Clerical III	Project Assistant III	95
Clerical II	Project Assistant II	85
Clerical I	Project Assistant I	75

Rates are fully-loaded with direct labor, overhead and profit.
 Expert Witness Testimony, Preparation and all court time will be charged at a rate of
 Reimbursables and subconsultants will be charged at cost plus 15%.
 Mileage will be charged at the current government rate.
 A Related Project Fee (RPF) of \$5.00 will be added to each labor hour for project-specific costs
 related to in-house printing, photocopying, communications, computers, software, shipping, etc.
 Rates are subject to change.

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

27th day of May, 20 22

By Emmy Dombrowski Deputy