

Recorder's Office Cover Sheet

Recording Requested By:

Name Nathan Smith

Department: Public Works



00163532202209927500150151

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN
DOUGLAS COUNTY, NEVADA
AND
J-U-B ENGINEERS, INC.

FILED
NO. 2022.280
12/27/22
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY AL DEPUTY

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 (the "County"), and J-U-B Engineers, Inc., an Idaho Corporation registered with the Nevada Secretary of State (NV19741000794) ("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 ("Effective Date"). Unless earlier terminated as set forth in paragraph 7, the terms of this Contract shall remain in effect for the duration of the service period, which will expire Friday, June 30, 2023.

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:

JUB Engineers, Inc. has entered into a contract with Douglas County to perform work through Friday, June 30, 2023 and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice to insured of any lapse in 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:

The scope of work is included as Exhibit A and generally includes the following design elements.

- Downstream embankment armoring due to embankment erosion. The plans will include reshaping, and armoring of the embankment to mitigate the effects of storm water erosion on the earthen downstream slope.
- Preparing bid documents including the Bid Form, Base Bid Schedule, and Bid Item Clarifications.
- Preparing detailed quantities and Engineer's opinion of probable construction cost
- Bidding Support
- Post Construction Summary Report & Record Drawings

The work is more particularly set forth and shall be completed in accordance with the specifications provided in Exhibit A, which is attached hereto and incorporated herein.

5. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed fifteen thousand Dollars (\$15,000.00) (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. **WARRANTY.** Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: The services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement. This term shall not be construed as a limitation on any other remedies that might be available to the County.

7. **TERMINATION OF CONTRACT.** Either Party may terminate the Contract for cause if the other 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.

8. **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.

9. **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.

10. **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.

11. **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. 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.

12. **DISPUTE RESOLUTION.** 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.

13. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to 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.

14. **ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

15. 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.

16. 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. Use or reuse of Materials by County for any purpose other than intended by this Agreement shall be at County's sole risk.

17. 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.

18. 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. To the extent that Contractor and County are determined to each be contributorily negligent on a single claim, Contractor's obligation to defend, or to pay the cost for defense, will be capped at its proportional share.

19. 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.

20. **AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

21. **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.

22. **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.

23. **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.

24. **FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

25. **WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

26. **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:	J-U-B Engineers, Inc. C/O C T Corporation System

701 S. Carson St. Ste 200
Carson City, NV 89701

With a courtesy copy to: J-U-B Engineers, Inc.
5190 Neil Rd. Ste 500
Reno, NV 89502

27. 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.

J-U-B Engineers, Inc.

By:



12/15/22
(Date)

Shane K. Dyer

Name/Title

Douglas County

By:



12/22/22

Patrick Cates, County Manager

(Date)



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Exhibit A

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Scope of Work

Douglas County Effluent Storage Reservoir Improvements

Douglas County's Effluent Storage Reservoir (ESR) is in need of maintenance and improvements. In 2019 an initial phase of the project was performed. The improvements were divided into four work quadrants. Construction was completed on quadrants A & B and the proposed baffle curtain in 2019-2020. The following scope of work is to complete the remaining work on quadrants C & D.

Scope Assumptions

- Existing improvement plans entitled; Effluent Storage Pond Embankment Repair and Baffle Curtains Project; Dated April 2019 will be used for the project. The format of the plans and bidding will remain the same, the plan will require only minor updates.
- Front end "Bidding Documents" will be provided by Douglas County.
- Permitting with Dam Safety has been completed.

Task 1: Update Plan Set

1.1 Draft Final Plans

J-U-B shall update the previous plans, which included downstream embankment armoring, reshaping, and mitigation of the effects of storm water erosion on the earthen downstream slope to show the work that remains to be completed in quadrants C & D. The plans shall include the previous typical embankment sections, geometric layout drawings of the proposed Project for the final design, and preliminary construction access and phasing. The plans will be drawn using Douglas County required format. The layout drawings shall be at 1"=40' or appropriate scale to depict project features in a reasonable manner. The drawings will show the location of the project limits. The plans will also show the location of existing underground utilities near the project. It is anticipated that the technical specifications will be included on a sheet in the plan set.

Consultant shall prepare Draft Final Project Plans for review by Douglas County. The plans shall conform to all previously mentioned guidelines, and Douglas County requirements and comments. The Project Plans shall include the preparation of the following sheets:

- Title Sheet



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- Index of Drawings
- General Notes, Legend, Abbreviations
- Overall Site Plan
- Demolition Plan(s)
- Typical Embankment Section Detail Sheet
- Grading Plan(s)

Deliverables:

- A digital PDF submittal of the Draft Final Project Plans.

1.2 Final Plans

After receipt of any comments from the Draft Final Submittal and receipt of final approval for the plans and specifications from Douglas County, the Consultant shall prepare an original set of stamped and signed plans and specifications for the Project for final submittal to Douglas County for use in soliciting construction bids. This will include Final technical specifications for construction of the Project. The specifications will be integrated into the plan set. The Consultant shall coordinate applicable technical specifications with Douglas County front-end documents to form a cohesive, comprehensive document.

Consultant shall prepare Final Project Plans for use by Douglas County in soliciting contractor bid proposals. The plans shall conform to all previously mentioned guidelines, and Douglas County requirements and comments. The Project Plans shall include the preparation of the following sheets:

- Title Sheet
- Index of Drawings
- General Notes, Legend, Abbreviations
- Overall Site Plan
- Demolition Plan(s)
- Typical Embankment Section Detail Sheet
- Grading Plan(s)

Deliverables:

- Three (3) 22"x34" original copies of the Final Project Plans wet stamped and signed by a Registered Engineer in the State of Nevada.



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- One (1) electronic copy of the Final Project Plans in Portable Document Format (PDF).
- AutoCAD digital drawing files of the project in AutoCAD Civil3D Format.

Task 2: Prepare Bid Documents

2.1 Draft Final Bid Documents

Consultant shall prepare Draft Bid Documents including the Bid Form, Base Bid Schedule, and Bid Item Clarifications. Consultant will submit the bid documents to Douglas County. The bidding documents will include Douglas County provided front-end documents for inclusion in the Project bid package.

Deliverables:

- A digital PDF submittal of the Draft Final Bid Documents.

2.2 Final Bid Documents

Consultant shall prepare detailed Bid Documents based on the Final Project Plans and Specifications. Consultant will submit the bid documents to Douglas County.

Deliverables:

- One (1) original copy of the Final Project Bid Package.
- Three (3) copies of the Final Project Bid Package. One (1) electronic copy of the Final Project Bid Package in Portable Document Format (PDF).

Task 3: Prepare Engineers Estimate

3.1 Draft Final Estimate Submittal

Consultant shall prepare detailed quantities and Engineer's opinion of probable construction cost based on the Draft Final Project Plans and Specifications. Consultant will submit the engineer's opinion of probable construction cost to Douglas County. Unit costs will be estimated based on recent contract data from appropriate industry publications, the Consultant's similar recent projects, and Douglas County's similar recent projects. The estimates will be prepared for each contract cost item identified by the technical specifications. Any contract cost item paid as a lump sum will be costed out



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with supporting calculations to justify the total. The items will be summarized into a marginal opinion of cost, which will include costs for mobilization and contingencies.

Deliverables:

- A digital PDF submittal of the Draft Final Engineer's Opinion of Probable Construction Cost.

3.2 Final Estimate Submittal

Consultant shall prepare detailed quantities and cost estimates based on the Final Project Plans and Specifications. Consultant will submit the engineer's opinion of probable construction cost to Douglas County. Unit costs will be estimated based on recent contract data from appropriate industry publications, the Consultant's similar recent projects, and Douglas County's similar recent projects. The estimates will be prepared for each contract cost item identified by the technical specifications. Any contract cost item paid as a lump sum will be costed out with supporting calculations to justify the total. The items will be summarized into a marginal cost estimate, which will include costs for mobilization and contingencies.

Deliverables:

- Three (3) copies of the Final Engineer's Opinion of Probable Construction Cost.
- One (1) electronic copy of the Final Engineer's Opinion of Probable Construction Cost in Portable Document Format (PDF).

Task 4: Bidding Support

Consultant shall support Douglas County in their bidding process for the Project. J-U-B will provide documents, issue addenda and conformed drawings as appropriate, as well as interpretation and/or clarification the bidding documents. As required J-U-B will then evaluate the bid proposals and provide a recommendation of a contract award.



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Task 5: Post Construction Summary Report & Record Drawings.

Dam Safety has requested that a Summary report of the construction be submitted to their office. The report will include a brief description of the work and photo documentation of the work as well as the final record drawings.

The work will include two project observation visits during construction for photos, and one post construction visit to photo document the project.

Exclusions:

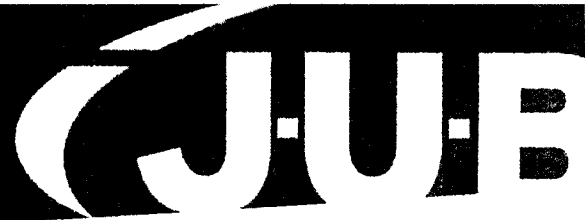
The following tasks are not included in this scope of work but can be performed as additional services above the estimated not to exceed amount.

- A one year warrantee inspection
- Construction Management
- Additional permitting, local building permits etc.

Estimated Costs

The work will be completed on a time and materials basis not to exceed \$15,000. The 2022 Fee Schedule is attached.

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**J-U-B Engineers
Fee Schedule 2022
Subject to Annual Revision**

Labor Category	Hourly Rate
Principal / Program Manager	\$190-\$220
Project Manager	\$170-\$195
Project Engineer -Senior	\$180-\$195
Project Engineer	\$150-\$170
Project Designer	\$110-\$133
CAD Designer - Lead	\$110-\$125
Environmental Specialist	\$131-\$173
Environmental Scientist	\$80-\$110
Survey PLS – Senior/Discipline Lead	\$175-\$190
Survey PLS - Lead	\$125-\$165
Survey Technician – Lead/Senior	\$100-\$125
Civil Analyst / Engineering Intern	\$75-\$125
Survey Technician	\$70-\$100
Project Financial Accountant	\$70-\$95
Administrative Assistant	\$40-\$55
Direct Costs (Equipment Rental, Sub-consultants, etc.)	Cost+10%
Mileage (outside 35 miles of office)	Federal Rate
Copies (8.5x11, 11x17)	\$0.15/copy
Full Size Black & White Plots (24x36, 30x42)	\$1.50/ page
Full Size Color Plots (24x36, 30x42)	\$5.00/ page

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

27 day of December, 20 22

By *Imber Dantz* Deputy