

DOC # 0711415
10/18/2007 11:25 AM Deputy: SD
OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: OCTOBER 16, 2007

Recording Requested By:

Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 7 Fee: 0.00
BK-1007 PG- 5108 RPTT: 0.00



CONTRACT #2007.218
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

CHUCK ARMSTRONG, PE, FLUID DYNAMICS
550 West Musser St., Suite E, Carson City, NV 89703

CLERK
JENNIFER
[Signature]

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 he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

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 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee 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;
- (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, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to 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, to complete and to provide the following written request to a qualified insurer:

Fluid Dynamics has entered into a contract with Douglas County to perform work from (9/25/07) to (11/01/07) and requests that the 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 Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that 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. 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 a qualified 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 County may order the contractor to stop work, suspend the contract, or terminate the contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: ZWUD Water Distribution Modeling (list services or attach scope of services)

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed a total cost of \$ 12,580.00 without Douglas County approval. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

7. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

8. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall 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 and all immigration and naturalization laws.

9. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

10. 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.


11. 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 this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, 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 this contract must be retained by Contractor for a minimum of six years after final payment is made 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 shall promptly remit and deliver the materials, at Contractor's expense, to the County. unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

12. 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 ch. 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.

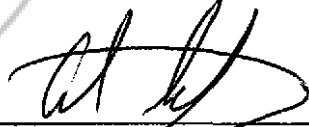
13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

14. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.



Douglas County (Date) 9/27/07



Contractor (Date) 9-28-07
CHECK ARMSTRONG

Approved as to form by:



Deputy District Attorney



CIVIL ENGINEERING
CONSULTANTS

Scope of Services

For

ZWUD Water Distribution System

Fluid Dynamics will provide the following services;

- 1) Prepare a base Water Distribution Model for ZWUD Water System using Hecstad Methods modeling software which includes the following spatial relationships of the following:
 - I. Location, size and material of all existing distribution pipes.
 - II. Location, size and material of all existing valves.
 - III. Location, size and material of all existing Pressure Reducing Valves.
 - IV. Location, size and material of all existing wells and pumps.
 - V. Location, size and material of all existing tanks.
 - VI. Location and description of any appurtenances as required
- 2) Document existing improvements based upon;
 - I. "As-Built" plans.
 - II. Best available information where "As-Built" plans are not available.
 - III. Field located where none of the above is available.
 - IV. Pump Curve and telemetry data.
- 3) Calibration of Water Distribution System based upon;
 - I. Physical Model created in sections 1 & 2
 - II. Fire Flow and Pressure readings gathered throughout the system.
 - III. Pump Cycle and Tank Telemetry Data as available.
 - IV. Existing uses and projected build out of ZWUD Water System.
- 4) Preparation of Water Distribution Model Atlas. The Atlas will be prepared in a binder format for quick reference to accompany the electronic water model.
 - I. Water Model plan view annotated to include pipe, valve, appurtenance, pump and tank data as required.
 - II. Pipe and Valve inventory.
 - III. Pump inventory including Pump Curves and relevant data.
 - IV. Tank inventory including elevation and specifications
 - V. PRV inventory including specifications.
 - VI. "As-Built" plans or construction drawings in a reduced size 11x17
 - VII. Disk containing electronic drawings in pdf., dwg., dxf. or other acceptable format.

FLUID DYNAMICS

550 MUSSER STREET, SUITE E, CARSON CITY, NEVADA 89703, 775-230-0007

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Douglas County agrees to provide the following information and services as requested by Fluid Dynamics.

- 1) All available existing water distribution models and studies prepared for the system.
- 2) Any "As-Built" plans of the system. If "As-Built plans are unavailable, provide construction drawings.
- 3) Fire flow data gathered to this time.
- 4) Pump curves, well logs or any other pertinent well or pump data.
- 5) Gather additional fire flow, pressure readings, and pumping or tank data as requested by Fluid Dynamics.
- 6) Any additional field verification information as may be required by the consultant to complete the analysis.
- 7) Any mapping or data from MAGIC as required by the contractor.

This scope of services is limited to producing, documenting and calibrating the original water model under existing conditions. Any proposed changes to the system will be provided under a separate contract.

Fluid Dynamics will provide an electronic copy of the water distribution model and two bound copies of the Atlas to Douglas County.

Fluid Dynamics agrees to maintain and update the model and atlas in the future under a separate contract as new development is proposed or as required by Douglas County. We suggest only updating the atlas as significant additions or revisions are made to the system.

FLUID DYNAMICS

550 MUSSER STREET, SUITE E, CARSON CITY, NEVADA 89703, 775-230-0007

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Fees and Method of Payment

All work will be performed on a time and materials basis.

Standard Professional Engineer billing rate \$135.00/hr.

Estimated cost for budgetary purposes only, \$12,580

Cost not to exceed \$12,580 without Douglas County Approval.

Progress billings will be submitted to Douglas County on a semi monthly basis. Payable upon receipt of invoice.

Final payment due upon receipt of Water Distribution Model and Atlas.

Paul Chamberlain 9/27/07
Douglas County (Date)

Chuck Armstrong 9-25-07
Contractor (Date)
CHUCK ARMSTRONG

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: October 16, 2007
Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol M. [Signature] Deputy