

DOC # 0713429  
11/20/2007 11:50 AM Deputy: GB

OFFICIAL RECORD

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: NOVEMBER 19, 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 9 Fee: 0.00  
BK-1107 PG- 5252 RPTT: 0.00



CONTRACT #2007.250  
(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.*

FILED

2007.250

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2007 NOV 19 AM 11:29

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

DEAN DUFFIN  
*[Signature]*

**KEVIN T. O'BRIEN CONSTRUCTION**

NAME AND TITLE OF INDEPENDENT CONTRACTOR

**P.O. BOX 5321, GARDNERVILLE, NV 89410**

ADDRESS OF INDEPENDENT CONTRACTOR

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:

**Kevin O'Brien Construction** has entered into a contract with Douglas County to perform work

from September 6, 2007 to December 1, 2007 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 Community Development  
Attn: Ed Mason  
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: **Per attached Bid, DC-B11, DC-B12 and modified Douglas County Standard Drawing No. DC-B13 MOD**

**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 \$ **64,750.00**. 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.

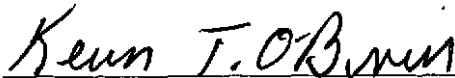
**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available 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)  
Carl Ruschmeyer, County Engineer

  
\_\_\_\_\_  
Contractor (Date)  
Kevin T. O'Brien

**KEVIN O'BRIEN CONSTRUCTION**

General Engineering Contractor

P.O. Box 5321  
Gardnerville, Nevada 89410  
(775) 782-0381

Nevada License #14406

California License #348243

**PROPOSAL**

**Customer:** Ed Mason  
Douglas County Community Development  
P.O. Box 218  
1594 Esmeralda Avenue  
Minden, NV. 89423  
FAX (775) 782-9007

**Job:** Fire Hydrant Upgrade  
Sheriden Acre Water  
System  
Gardnerville, NV.

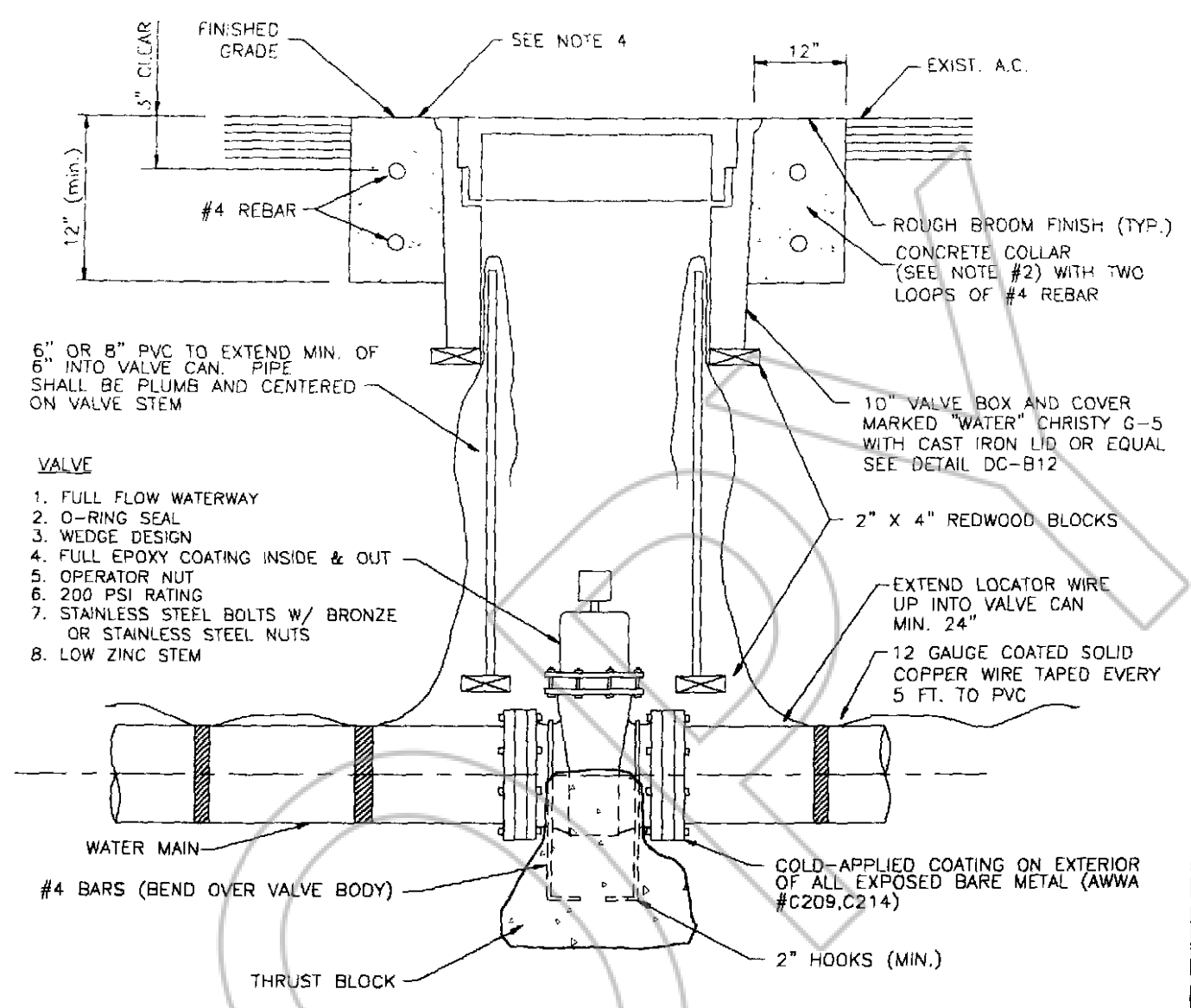
**Date:** July 24, 2007

**SCOPE OF WORK:**

Replace 14 each non standard fire hydrants with new Mueller Compliant Hydrants. Proposal includes 6" gate valve with riser + G5 valve box and mechanical steel and concrete kickers.

**PROPOSAL TOTAL      \$64,750.00**





6" OR 8" PVC TO EXTEND MIN. OF 6" INTO VALVE CAN. PIPE SHALL BE PLUMB AND CENTERED ON VALVE STEM

**VALVE**

1. FULL FLOW WATERWAY
2. O-RING SEAL
3. WEDGE DESIGN
4. FULL EPOXY COATING INSIDE & OUT
5. OPERATOR NUT
6. 200 PSI RATING
7. STAINLESS STEEL BOLTS W/ BRONZE OR STAINLESS STEEL NUTS
8. LOW ZINC STEM

10" VALVE BOX AND COVER MARKED "WATER" CHRISTY G-5 WITH CAST IRON LID OR EQUAL SEE DETAIL DC-B12

2" X 4" REDWOOD BLOCKS

EXTEND LOCATOR WIRE UP INTO VALVE CAN MIN. 24"

12 GAUGE COATED SOLID COPPER WIRE TAPED EVERY 5 FT. TO PVC

WATER MAIN

#4 BARS (BEND OVER VALVE BODY)

THRUST BLOCK

COLD-APPLIED COATING ON EXTERIOR OF ALL EXPOSED BARE METAL (AWWA #C209,C214)

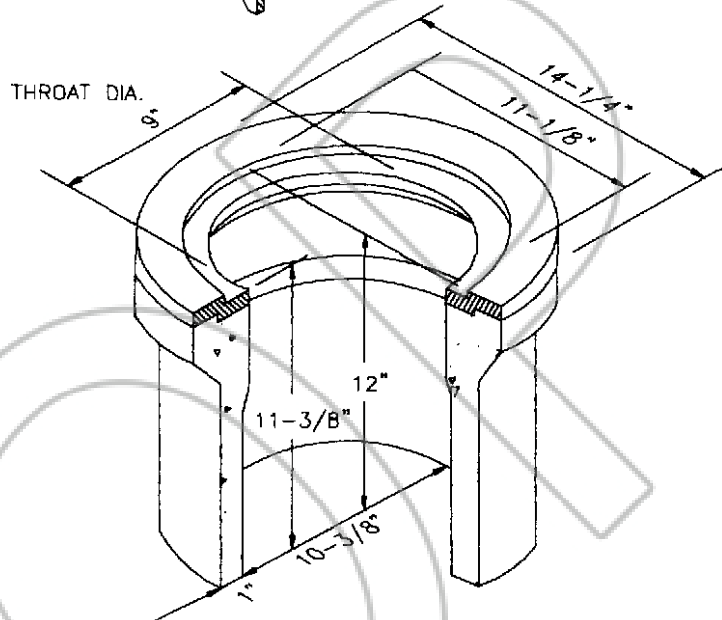
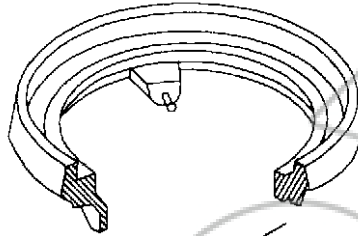
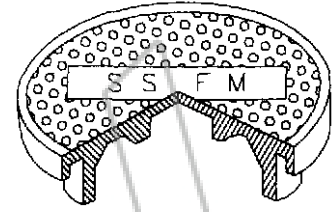
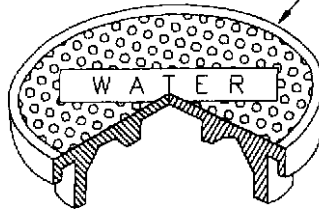
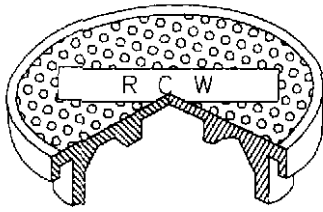
2" HOOKS (MIN.)

**GENERAL NOTES**

1. SEE DETAIL DC-B17 FOR THRUST BLOCK SIZE. (MATERIAL USED FOR THRUST BLOCKING SHALL NOT PREVENT ACCESS TO THE BOLT ASSEMBLY).
2. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 202.12 OF THE STANDARD SPECIFICATIONS.
3. IN ALL AREAS, LIDS SHALL BE SET FLUSH WITH FINISHED GRADE UNLESS OTHERWISE NOTED.
4. THE CONCRETE COLLAR SHALL BE FLUSH WITH SURROUNDING PAVEMENT. APPLY BLACK COLORANT TO SURFACE OF CONCRETE.
5. SPLICES IN WIRE SHALL BE CONNECTED BY SOLDER OR WIRE NUTS AND WRAPPED WITH UL LISTED ELECTRICAL TAPE.

|     |          |      |   |                |
|-----|----------|------|---|----------------|
| NO. | REVISION | DATE | STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION | SECTION        |
|     |          |      | <b>VALVE DETAIL</b>                           | DOUGLAS COUNTY |
|     |          |      |   | DRAWING NO.    |
|     |          |      |   | DC-B11         |
|     |          |      |   | DATE           |
|     |          |      |   | 9/6/2001       |
|     |          |      |   | PAGE           |
|     |          |      |   | B-15           |

SEE NOTE 3

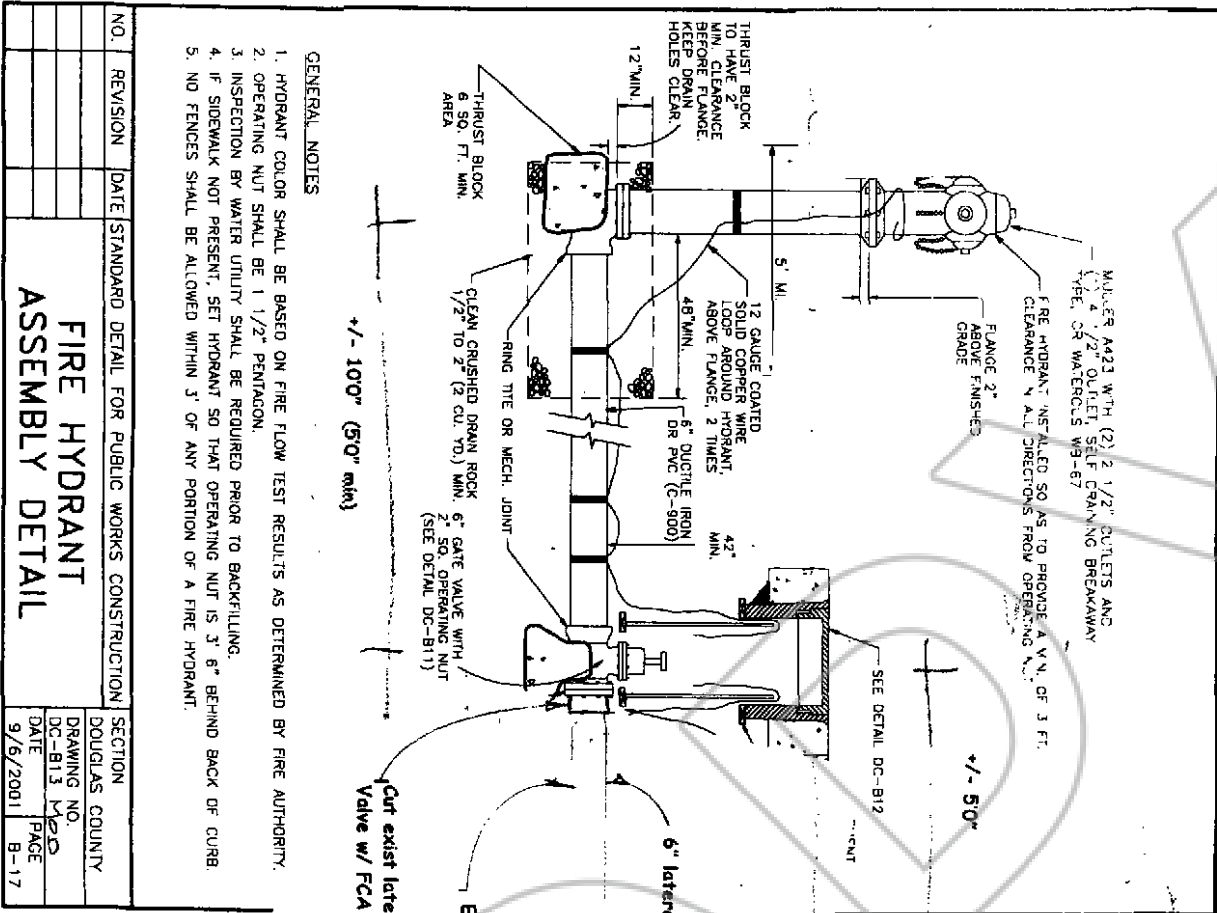


GENERAL NOTES

1. VALVE BOX MUST BE TRAFFIC RATED. (CHRISTY G-5 BOX OR EQUAL)
2. MIN. OF 10" INSIDE DIAMETER.
3. CAST IRON LID MARKED "WATER" FOR WATER LINE APPLICATIONS. CAST IRON LID MARKED "RECLAIMED WATER" OR "RCW" WHEN INSTALLED ON A RECLAIMED WATER MAIN. LID SHALL BE MARKED "SS FORCE MAIN" OR "SS FM" WHEN INSTALLED ON A SANITARY SEWER FORCE MAIN.
4. RISER OF 6" OR 8" PVC EXTENDED IN VALVE CAN MIN. OF 6".
5. TORQUE BOLTS TO MANUFACTURER'S RECOMMENDATIONS.
6. ALL NEW VALVE BOXES TO BE SET TO GRADE PER DETAIL DC-B11. ONLY ONE GRADE RING PER VALVE BOX.

|     |          |      |   |                           |              |
|-----|----------|------|---|---------------------------|--------------|
| NO. | REVISION | DATE | STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION | SECTION<br>DOUGLAS COUNTY |              |
|     |          |      | <b>VALVE BOX DETAIL</b>                       | DRAWING NO.<br>DC-B12     |              |
|     |          |      |   | DATE<br>10/96             | PAGE<br>B-16 |
|     |          |      |   |                           |              |
|     |          |      |   |                           |              |





- GENERAL NOTES**
1. HYDRANT COLOR SHALL BE BASED ON FIRE FLOW TEST RESULTS AS DETERMINED BY FIRE AUTHORITY.
  2. OPERATING NUT SHALL BE 1 1/2" PENTAGON.
  3. INSPECTION BY WATER UTILITY SHALL BE REQUIRED PRIOR TO BACKFILLING.
  4. IF SIDEWALK NOT PRESENT, SET HYDRANT SO THAT OPERATING NUT IS 3' 6" BEHIND BACK OF CURB.
  5. NO FENCES SHALL BE ALLOWED WITHIN 3' OF ANY PORTION OF A FIRE HYDRANT.

|                                     |          |      |   |                           |
|-------------------------------------|----------|------|---|---------------------------|
| NO.                                 | REVISION | DATE | STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION | SECTION<br>DOUGLAS COUNTY |
|                                     |          |      |   |                           |
|                                     |          |      |   |                           |
|                                     |          |      |   |                           |
| <b>FIRE HYDRANT ASSEMBLY DETAIL</b> |          |      |   |                           |
|                                     |          |      | DRAWING NO.<br>DC-813                         | DATE<br>9/6/2001          |
|                                     |          |      | PAGE<br>8-17                                  |                           |

**General Notes:**

1. Before beginning work, the contractor shall notify the Underground Service Alert System (1-800-227-2600)
2. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for the condition of the job site.
3. All traffic control and barricading within the public right of way shall conform to part VI of the Manual On Traffic Control Devices, latest edition. No street closures will be allowed without prior written approval of Douglas County Engineering Division.
4. All work shall conform to the Standard Specifications and Details for Public Works Construction as adopted by Douglas County. The contractor shall obtain a permit from Douglas County Community Development prior to start of construction; Douglas County will pay for the permit.
5. The approved plan, permit, and inspection record must be on the job at all times. Contractor shall maintain accurate as-builts throughout construction and submit as-builts to engineer upon completion.
6. Flushing of waterline and disposal of chlorinated water shall comply with all applicable regulations; contractor shall be responsible for determining legal method of disposal, and all fees, penalties, or other requirements associated therewith.
7. Contractor is cautioned that staging and storage area has not been provided and the contractor shall be responsible for providing same.
8. During the progress of the work the contractor shall keep the site free from accumulation of waste materials, rubbish and other debris. Removal and disposal of such waste materials and debris shall conform to applicable laws and regulations.
9. Existing water system shall not be off line (shut off) for more than 4 hours duration for the installation of new appurtenances.
10. Contractor shall notify customers 24 hours in advance of a water shutdown. Notification shall be in writing giving the reason for the shutdown, the time, and the duration the water service will be shut off.



COPY

**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: November 19 2007  
Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By David Mullock Deputy

**SEAL**