

DOC # 0715957  
01/09/2008 01:37 PM Deputy: SD  
**OFFICIAL RECORD**  
Requested By:  
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: JANUARY 9, 2008

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 10 Fee: 0.00  
BK-0108 PG-1673 RPTT: 0.00



CONTRACT #2008.001  
(Title of Document)

FILED

NO. 2008.001

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR** AM 8: 57

A CONTRACT BETWEEN DOUGLAS COUNTY

BARBARA J. GRIFFIN  
CLERK

AND

BY [Signature]

FLUID DYNAMICS

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 personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that she is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

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

**1. EFFECTIVE DATE AND TERM OF CONTRACT.** This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners or Purchasing and Contracts Administrator, whichever is required.

**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.** A. Unless the Contractor complies with ¶ B below, 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 the insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the 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  
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 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 County may order the contractor to stop work, suspend the contract, or terminate the contract.

B. 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 personal services to be performed are as follows: **Scope of Services for ZWUD Water System Report Analysis & Recommendations for Upgrades (Attached).**

5. **PAYMENT FOR SERVICES.** Contractor agrees to provide the personal services set forth in ¶ 4 at a cost of \$ 135.00 per hour with the total cost not to exceed \$ 44,235.00. In addition the County DOES NOT AGREE to reimburse Contractor for travel expenses and per diem allowances at approved County rates not to exceed a total cost of \$ NA. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed. 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 approved budget. County agrees to pay Contractor installments as follows:

6. **TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party after the first year, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

7. **NONAPPROPRIATION.** All payments under this contract are contingent upon the availability to the County of the necessary 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 monies.

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 the agreement. 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.

**9. 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.

**10. ASSIGNMENT.** Contractor shall 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.** 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.

**13. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 16), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. § 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

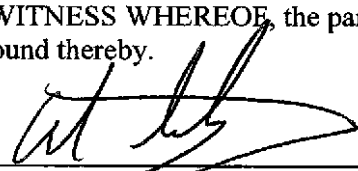
executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**14. INDEMNIFICATION.** Contractor agrees to indemnify 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 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.


Signature

  
12-26-07  
CHUCK ARMSTRONG (Date)

Douglas County

(Date)

Approved as to form by:

  
Deputy District Attorney

AFFIDAVIT

I, CHUCK ARMSTRONG, on behalf of my company, FLUID DYNAMICS, being duly sworn, depose and declare:

- 1) I am a Sole Proprietor;
- 2) I will not use the services of any employees in the performance of this contract;
- 3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A- 616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

I release Douglas County and Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.


Signed this 26 day of DECEMBER, 2007.

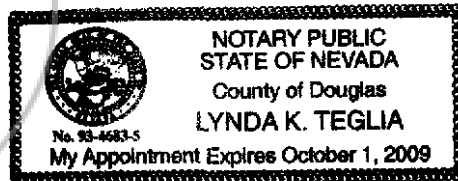
  
Signature

State of Nevada  
County of Douglas

On this 26 day December, 2007 before the undersigned Notary Public, personally appeared Chuck Armstrong having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that Chuck Armstrong executed it.

Witness my hand and official seal.

  
Notary's Signature





CIVIL ENGINEERING  
CONSULTANTS

**Scope of Services  
For  
ZWUD Water System Report  
Analysis & Recommendations for Upgrades**

**Task 1: Water System Evaluation**

Consultant will model and analyze the water system for compliance with Nevada Administrative Code and Douglas County Design Standards and Criteria for public water systems. The system will be modeled and evaluated under the following demand conditions:

- 1) Average day
- 2) Peak hour
- 3) Maximum day with fire

Additionally, the following appurtenances will be evaluated for code compliance:

- 1) Tank volume
- 2) Pressure reducing stations (system pressure)
- 3) Pipe sizes and materials (compare existing system to current design standards)

**Deliverable:** Consultant will prepare a draft Technical Memorandum (TM #1) that details and summarizes the deficiencies for each demand scenario or system component, including references to NAC and County Code. The draft TM will be submitted in electronic format. Following review and comment by County staff, County review time is assumed to be 2 weeks; the consultant will finalize the Technical Memorandum and submit six (6) hard bound copies.

**Budget:** \$7,560.00 (56 hrs @ \$135.00)  
\$180.00 (Copy and Reproduction)  
\$7,740 Total

**Completion Date:** January 8, 2008 Draft electronic format TM #1 to County staff  
January 22, 2008 Draft TM #1 review returned from staff  
January 29, 2008 Revised Final TM #1 hard copies to County



**Task 2: Water System Model and Compliance Evaluation**

Consultant will model (WaterCad V.8) the water system to identify improvements needed for code compliance, as identified in Task 1, for the following scenarios:

- 1) Connection to Cave Rock/Skyland water system
- 2) Install additional water tank and pressure reducing valves as needed to develop zone(s)
- 3) Allow velocity minimum to 15 fps under peak hour with fire
- 4) Increase pipe sizes or provide parallel lines, as needed
- 5) Install booster pump station

**Deliverable:** Consultant will prepare a draft Technical Memorandum (TM #2) identifying improvements needed to correct system deficiencies, including appropriate WaterCad reports to identify and document strengths and weaknesses of each scenario. The draft TM will be submitted in electronic format. Following review and comment by County staff, County review time is assumed to be 2 weeks; the consultant will finalize the Technical Memorandum, and submit six (6) hard bound copies.

**Budget:** \$15,390.00 (114 hrs @ \$135.00)  
\$180.00 (Copy and Reproduction)  
\$15,570 Total

**Completion Date:** February 1, 2008 Draft electronic format TM #2 to County staff.  
February 15, 2008 Draft TM #2 review returned from staff.  
February 19, 2008 Revised Final TM #2 hard copies to County

**Task 3: Project Meeting #1**

Consultant will meet with County staff to review and discuss findings of Tasks 1 and 2. At this meeting, County staff and Consultant will decide which scenarios shall be further evaluated (cost estimate) and discuss format for the final report.

**Deliverable:** None

**Budget:** \$675.00 (5 hrs @ \$135.00)  
**Completion Date:** February 20, 2007

**Task 4: Engineer's Opinion of Probable Cost**

Consultant will prepare detailed cost estimates for each scenario identified in Task 3. No improvement plans or drawings will be prepared as part of this contract.

**Deliverable:** Consultant will prepare a draft Technical Memorandum (TM #3), including an exhibit and description of the improvements, and detailed cost estimate including design, administration, testing and inspection and contingencies for each of the selected scenarios. The draft TM will be submitted in electronic format. Following review and comment by County staff, County review time is assumed to be 2 weeks; the consultant will finalize the Technical Memorandum, and submit six (6) hard bound copies.





**Task 4: Engineer's Opinion of Probable Cost (cont.)**

Budget: \$8,910.00 (66 hrs @ \$135.00)  
\$180.00 (Copy and Reproduction)  
\$9,090 Total

Completion Date: March 7, 2008 Draft electronic format TM #3 to County staff.  
March 21, 2008 Draft TM #3 review returned from staff.  
March 25, 2008 Revised Final TM #3 hard copies to County.

**Task 5: Draft Report**

Consultant will prepare a draft report compiling the information provided in the Technical Memorandums, including exhibits and model runs for each scenario for County review and comment.

Deliverable: Draft report, in electronic format.

Budget: \$5,130.00 (38 hrs @ \$135.00)

Completion Date: April 2, 2008 Draft Report electronic format to County staff.

**Task 6: Project Meeting #2**

Consultant will meet with staff to review draft report and discuss possible revisions and final format.

Deliverable: Attend meeting

Budget: \$675.00 (5 hrs @ \$135.00)

Completion Date: April 15, 2007

**Task 7: Final Report**

Consultant will submit final report, including CD with model runs for each scenario.

Deliverable: 6 -- copies, hard bound in open ring binders

Budget: \$4,320.00 (32 hrs @ \$135.00)  
\$360.00 (Copy and Reproduction)  
\$4,680.00 Total

Completion Date: April 24, 2008

**Task 8: ZWUD Work Group Meeting**

Consultant will attend meeting with staff and ZWUD work group to review and discuss findings.

Deliverable: Attend meeting

Budget: \$675.00 (5 hrs @ \$135.00)

Completion Date: April 25, 2008

## Completion Dates

All completion dates assume that the contract is executed no later than December 21, 2007.

Completion dates may be revised with the agreement of both parties due to unforeseen circumstances.

## Fees and Method of Payment

Estimated cost for budgetary purposes only, \$44,235.00

Cost not to exceed \$44,235.00 without Douglas County Approval.

Any additional meetings, requested changes, or additions to the contract, will be billed as Change Orders agreed upon by both parties.

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

Doug M. Johnson 12/20/07  
Douglas County (Date)

Chuck Armstrong  
Contractor (Date)

CHUCK  
ARMSTRONG

### 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: January 9, 2008  
B. GRIFFIN Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Doug M. Johnson Deputy