

**OFFICIAL RECORD**

Requested By:  
DC/PUBLIC WORKS

Assessor's Parcel Number: N/A

Date: AUGUST 7, 2012

Recording Requested By: \_\_\_\_\_

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 9 Fee: 0.00  
BK-0812 PG- 1822 RPTT: 0.00



Name: EILEEN CHURCH, PUBLIC WORKS  
(RR)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

**CONTRACT #2012.163**

(Title of Document)

# CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

**DOUGLAS COUNTY**

AND

**EASTERN SIERRA ENGINEERING, P.C.**

*Ted Thran*  
TED THRAN  
CLERK

2012 AUG -7 PM 2:37

NO. 2012-163

FILED

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 Eastern Sierra Engineering, P.C., a Nevada corporation ("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 personal 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 two (2) weeks of the effective date of the Contract.

**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; and
- (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 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:

Eastern Sierra Engineering, P.C. has entered into a contract with Douglas County to perform work from August 3, 2012, to September 30, 2012, 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 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 personal services to be performed are as follows: As described in August 3, 2012, letter, included as Attachment A.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed Four Thousand Eight Hundred Dollars (\$4,800) (the

“Contract Price”). In addition, the County does/does not agree to reimburse Contractor for travel expenses and per diem allowances. 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 by Contractor may only be made for reimbursement of actual cash disbursed by Contractor. 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.

**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 an opportunity to cure the breach.

**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.** 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. 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. 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. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

**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 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):

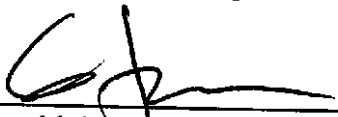
**To County:** Douglas County  
Attn: Public Works Director  
1120 Airport Road, F2  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-6227

**To Contractor:** Gerald G. Jensen, PE  
President  
Eastern Sierra Engineering, P.C.  
1645 Esmeralda Avenue  
Minden, Nevada 89423  
Telephone: (775) 782-3277

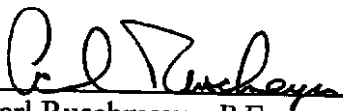
**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may 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.

**Eastern Sierra Engineering, P.C.**

By:  9/2/12  
Gerald G. Jensen, P.E. (Date)  
President, Eastern Sierra Engineering, P.C.

**Douglas County**

By:  8/5/12  
Carl Ruschmeyer, P.E. (Date)  
Director, Douglas County Public Works



August 3, 2012

Ronald J. Roman, PE  
Engineering Manager  
Douglas County Public Works  
PO Box 218  
Minden, NV 89423

Subject: Proposal for Water System Modeling Services for Uppaway Water System  
Uppaway Water System

Dear Ron:

Pursuant to my conversations with you and information you have provided, Eastern Sierra Engineering, P.C. (ESE) is pleased to present this proposal to provide water system modeling for the Uppaway Water System to evaluate providing water service to Lots 34 through 37 of the Uppaway Estates Subdivision. This scope is intended to address Item 1 in the Nevada Division of Environmental Protection comment letter (NDEP Letter) dated June 18, 2012, addressed to Kathryn Solaro Nelson, PE, of Sustainable Resource Engineering, from Lisa Kremer, PE, of the Bureau of Safe Drinking Water. The proposed project currently involves installation of a booster pump station to provide domestic and fire sprinkler service to the four lots located on the western end of South Point Place using the existing six-inch polyvinyl chloride water line, and installation of a six-inch polyethylene dry fire line that will be fed and pressurized through a standpipe by drawing off the existing hydrant at the base of the tank access road. The intent of these services is determine if the system provides the required domestic and fire flows to the four lots in question, and determine if providing service to the four lots does not adversely affect the existing system.

An agreement to engage engineering services is attached for your review and signature. Our opinion of probable cost to provide these services is \$4,800. We can complete the evaluation of the water system within one week of receipt of the signed contract and the following information:

- Location of existing eight-inch lateral serving Lee Estate (APN 1418-15-201-003 and APN 1418-15-601-001) to be included in the model, and separate historic usage information if available;
- Fire flow and fire demands for the system fire hydrants and the sprinkler system for the proposed development, including the applicable requirements from the State Fire Marshal;
- System operation information reflecting the recently-constructed 375,000 gallon water tank;
- Historical domestic usage data.

The remainder of this letter describes our scope of services.

**Existing Conditions Model**

ESE will utilize the WaterCAD model prepared for the Uppaway system for the *Lake Tahoe Water Systems Intertie Evaluation* as the basis for the evaluation. The model will be imported into WaterCAD Version 8i. Before evaluating the proposed project, ESE will first update the model to reflect existing, current conditions through the following tasks:

- E1. We will review the historical domestic usage data and adjust the model demands if necessary.
- E2. We will include the recent eight-inch lateral that serves the Lee Estate, and include the demands accordingly.
- E3. ESE will update the system controls to reflect the current settings for the new 375,000 gallon tank that replaced the previous 137,000 gallon tank. ESE has obtained fire hydrant testing information from the Tahoe Douglas Fire Protection District (TDFPD) that has been performed since the construction of the 375,000 gallon water tank. We will correlate the hydrant flow information with the results of the existing

BK- 0812  
PG- 1829  
08/07/2012  
Page: 8 Of 9  
0807159



system model; we will advise the County of any anomalies that may need to be resolved before the modeling effort continues.

E4. The scenarios to be evaluated in the existing conditions model will be as required by the NDEP Letter.

**Proposed Conditions Model**

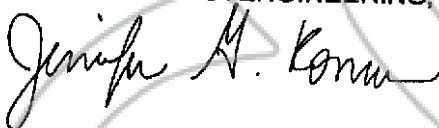
ESE will then create the proposed conditions model once the existing conditions model is correlated to available hydrant data.

- P1. Domestic and fire demands for the proposed development will be assigned to the applicable nodes within the project area. ESE will calculate the domestic demands for Lots 34 through 37 based on Nevada Administrative Code (NAC) 445A.66735 for an unmetered system with fewer than 100 residential equivalents, and compare that result to the historic usage data provided by the County. We will use the higher of the demands for each of Lots 34 through 37, assigning the demands to the junction representing the booster pump station. Fire sprinkler demands will be based on State Fire Marshal requirements, as provided by the County. Hydrant demands will be based on the *Douglas County Engineering Design Criteria and Improvement Standards*. Hydrant flows will be applied at the existing hydrant at the base of the tank access road. Fire sprinkler flows will be applied at the junction representing the booster pump station.
- P2. The scenarios to be evaluated will be as required by the NDEP letter. Where fire flows are considered in the scenario, the model will be run without pressurization of the main.
- P3. The net impact of the additional demands and the proposed improvements on the system will be summarized in a letter report describing the approach to the model and the results, and whether the system complies with the requirements in Item 1 in the NDEP Letter, per the design information that we receive for input into the model. We will submit three wet-sealed and signed copies of the letter report to the County. ESE will also provide electronic files of the water system model to the County.

This scope of services does not include recommending design modifications to the proposed project if the improvements do not meet the requirements of the NDEP Letter.

Thank you for the opportunity to provide this proposal. If you have questions or comments, or if you require additional information, please contact me at our Zephyr Cove office.

Sincerely,  
EASTERN SIERRA ENGINEERING, PC



Jennifer G. Roman, PE  
Senior Engineer

JGR/

Enclosure

C:\00\00-ESE\12-2-26 Uppaway\12-2-26 Proposal.docx

**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: Aug 7, 2012

THRO Clerk of the 9th Judicial District Court of the State of Nevada, In and for the County of Douglas.

By [Signature] Deputy