

Assessor's Parcel Number: N/A

Date: DECEMBER 10, 2014

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS
(NC)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00004896201408541850140147

KAREN ELLISON, RECORDER

CONTRACT #2014.245

(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

FARR WEST ENGINEERING

10. 2012. 225

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FILED

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CLERK
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, through the Board of County Commissioners (the "County"), and Farr West Engineering ("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. Time is of essence for performance of the professional services described herein and all tasks must be completed by Monday, February 29, 2016.

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:

Farr West Engineering has entered into a contract with Douglas County to perform work through Monday, February 29, 2016 and requests that 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
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:

Complete the various design and bidding services for the Sierra Country Estates Water System Improvements in accordance with the attached Scope of Work, manpower estimate (Exhibit A), and rate schedule (Exhibit B).

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in

Paragraph 4 on a time and materials cost not to exceed one hundred fourteen thousand nine hundred Dollars (\$114,900.00) (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. 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 a reasonable 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 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.

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 negligent 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: Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89801
Telephone: (775) 851-4788

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.

Farr West Engineering

By: *Brent Farr* 11.12.14
Brent Farr, President (Date)

Douglas County

By: *Doug N. Johnson* 12/4/14
Doug N. Johnson, Chairman - Board of County Commissioners (Date)

Attest

By: Lorraine Diedrichsen, Clerk to the Board 12/4/14
Name/Position (Date)

By: *Lorraine Diedrichsen*
Clerk to the Board

FARR WEST

ENGINEERING

October 29, 2014

Nicholas Charles, P.E.
Douglas County Public Works
PO Box 218
Minden, NV 89423

RE: Sierra County Estates Water System Improvements Project – Scope of Work

Farr West Engineering appreciates the opportunity to present this Scope of Work (SOW) for the design of the Douglas County Public Works (County) Sierra Country Estates (SCE) Water System Improvements Project. The County is in the process of bringing the SCE water system into compliance with drinking water regulations as detailed in the *Sierra Country Estates Water System Preliminary Engineering Report and Facility Plan* (April 2014). This project includes the following components:

- Pipeline connection between the Job's Peak and SCE water systems, approximately 3,200 feet of waterline
- Pressure reducing/sustaining and flow control facilities
- New pump and motor in SCE Well 1
- Construction of a new central well house for SCE Well 1
- Well building mechanical improvements, including disinfection and water treatment to include pH adjustment using sodium hydroxide
- Electrical/controls, permanent backup power generator
- Civil and site improvements

The project will consist of preliminary and final design, including the preparation of plans and technical specifications for the construction of the SCE water system improvements. The construction of the improvements is scheduled for the Spring/Summer of 2016.

Based on our understanding of the project, this SOW includes the following tasks:

- Task 1 – Basis of Design Report (30% Design)
- Task 2 – Detailed Design
- Task 3 – Permitting Assistance and Easements
- Task 4 – Assistance During Bidding
- Task 5 – Project Management

Task 1 – Basis of Design Report (30% Design)

The purpose of this task is to present the recommended design criteria in a basis of design report (BDR), including approximately 30% complete drawings for the recommended project and an opinion of probable cost. The intent is to catch any fatal flaws in the overall design concept before drawings and specifications are fully developed. This task includes submittal of a draft BDR, review meeting with the County, and submittal of a final BDR.

The BDR will include design criteria and conceptual drawings to include the following detail:

- Survey of the pipeline alignment and well house areas
- Geotechnical investigation on the well house area
- System hydraulic analysis
- Basis of design for all major equipment
- Pump selection
- Disinfection and pH treatment strategy
- Preliminary civil site plan
- Pump station mechanical floor plan
- Pipeline plan and profile
- Preliminary control strategies
- Electrical load list
- Discussion of electrical service requirements
- Permitting requirements

It is anticipated that the County will provide Farr West with the necessary information to assess the system hydraulic capacity (water models for SCE and Job's Peak) and to develop a system curve to determine the total dynamic pumping head required, and thus the size of the well pump. It is assumed that the County will secure necessary access easements for the field survey and geotechnical investigation. Farr West will use the *Corrosion Control Feasibility Study* (HDR, June 2003) as the basis of design for the sodium hydroxide dose for pH adjustment.

The geotechnical investigation will include field exploration, laboratory testing, and a geotechnical investigation report. The field exploration will consist of a single test pit at the proposed well building site. The geotechnical report will provide a summary of site soils conditions, as well as design criteria for structural and trench backfill, foundation design, allowable bearing pressures, footing depths, etc.

Deliverables

- Draft Design Report – 1 electronic copy in pdf format
- Final Design Report – 1 electronic copy in pdf format

Task 2 – Detailed Design

This task includes the preparation of plans, technical specifications, and an opinion of probable construction cost for the project. The plans and specifications will be in conformance with the Douglas County and Orange Book standards, as well as NAC water system construction regulations. Review sets of the documents will be provided at the 90% and 100% design points. This task includes a 90% design review meeting with the County. Pertinent County comments will be incorporated into 100% contract documents and submitted to the County ready to bid. This SOW assumes that front-end (Division 0) documents will be provided by the County.

Deliverables

- The 90% and 100% submittals will include one electronic pdf copy of full sized plans (24"x36") and specifications in Construction Specifications Institute (CSI) format and the opinion of probable construction cost.
- Submittal of the final set used for bidding will include one electronic pdf copy of full sized plans (24"x36) and technical specifications. It will be the County's responsibility to incorporate the front end specifications into the contract documents and provide for reproduction and distribution to prospective bidders.
- Electronic copies of the drawing files in AutoCAD format along with specifications and drawings in both Microsoft Word and Adobe Acrobat.

Task 3 – Permitting Assistance and Easements

It is our understanding that the County will take the lead with access, right-of-way and permitting applications, including NEPA permitting. Farr West will support the effort by providing exhibits and supplying needed technical information for permit applications.

Permitting for this project is assumed to include the following:

- Douglas County Community Development and Building Departments
- Design Review by SCE HOA Design Review Committee
- Support information for NEPA permitting
- NDEP waste discharge permit for well pump to waste
- BSDW water system permit amendment
- NDOT encroachment permit, if necessary

This task includes time for coordination and response to review comments by the agencies. This task also includes time for producing the easement documents (legal descriptions and exhibits) for the water line and new well building. It is assumed that the County will secure all necessary easements.

Deliverables

- Six (6) copies of wet stamped full sized plans (24"x36") and specifications in Construction Specifications Institute (CSI) format to support permitting with Douglas County and BSDW.

Task 4 – Assistance During Bidding

The services under this task will consist of the following:

- Answer bidders' questions and requests for additional information.
- Provide technical interpretation of the Bid Documents as appropriate and prepare responses to all bidders in the form of Addenda, as required. This SOW assumes the preparation of one (1) addendum during bidding.
- Attend one pre-bid meeting conducted by the County.

Task 5 – Project Management

Project management tasks include, but are not limited to, coordination and meetings with DCPW and subconsultants, preparation of monthly status reports and invoices and associated administrative time. This task also includes implementing Farr West's Quality Assurance/Quality control procedures. The purpose of the QA/QC program is to provide high quality, properly coordinated deliverables (plans, specifications, cost estimates, etc.).

Schedule

A fully developed schedule will be provided within the first 4-6 weeks of the contract execution, after the draft BDR has been completed and a full understanding of permits, easements and lands issues has been obtained. It is our understanding that completion of the project is desired in the late fall of 2016.

Farr West Engineering proposes to perform the above scope of work for an estimated fee not to exceed \$114,900. The estimated fee will not be exceeded without prior authorization. The work will be billed on a time and expense basis according to the 2014 Farr West Fee Schedule (Exhibit B). Also attached in Exhibit A is a spreadsheet breakdown of our estimated staff hours and costs broken down by task.

Please contact me at (775) 853-7263 if you have any questions regarding this scope of work. We are prepared to commence work immediately upon your authorization.

I look forward to working with you on this project.

Sincerely,



David T. Hunt, P.E.
Principal Civil Engineer

Enclosure: Exhibit A – Estimated Fee Breakdown
 Exhibit B – 2014 Farr West Fee Schedule

EXHIBIT A
Douglas County Public Works
Sierra Country Estates Water System Improvements Project
Engineering Fee Estimate

TASKS	Rate (\$/hr)	Principal Engineer	Senior Project Manager	Project Manager	Project Engineer	Principal Electrical Engineer	Senior Designer	Admin	Total Labor Hours	Total Labor (\$)	Expenses (a)	BIG (b)	CME (c)	Tri-State (d)	TOTAL (\$)
1.0 Basis of Design Report (30% Design)															
BDR, including Review Meeting		4	8	32	20	8	32		104	\$10,800	\$100		\$6,930	\$10,200	\$28,030
Final BDR		2	4	8			8		22	\$2,340					\$2,340
Subtotal		6	12	40	20	8	40		126	\$13,140	\$100		\$6,930	\$10,200	\$30,370
2.0 Detailed Design															
90% Design Drawings, Technical Specifications, Opinion of Probable Cost			24	80	40	60	80		284	\$31,320	\$100			\$12,000	\$43,420
100% Design Drawings, Technical Specifications, Opinion of Probable Cost			16	32	16	20	40		124	\$13,480	\$100			\$5,000	\$18,580
Quality Assurance/Quality Control		8							8	\$1,040					\$1,040
Subtotal		8	40	112	56	80	120		416	\$45,840	\$200			\$17,000	\$63,040
3.0 Permitting Assistance and Easements															
Permitting Assistance (e)			4	12	16				32	\$3,220		\$1,650			\$4,870
Support of easement acquisition				2	4		8		14	\$1,290				\$1,925	\$3,215
Subtotal			4	14	20		8		46	\$4,510		\$1,650		\$1,925	\$8,085
4.0 Assistance During Bidding															
Pre-Bid Meeting			8	6		4			6	\$630	\$100				\$730
RFI's, Questions During Bidding			2	24	4	4	8		36	\$4,160					\$4,160
Prepare Addendum			10	8	4	8			28	\$2,780					\$2,780
Subtotal			20	38	4	8	8		68	\$7,570	\$100				\$7,670
5.0 Project Management															
Project Coordination and Management			20						20	\$2,600					\$2,600
Monthly Reports/Progress Billings			20	16					40	\$3,120					\$3,120
Subtotal			40	16					60	\$5,720					\$5,720
TOTAL		14	86	220	100	96	176	24	716	\$76,780	\$400	\$18,650	\$6,930	\$12,125	\$114,985
Total Cost (rounded):															\$114,900

(a) Expenses include travel, reproduction costs, etc.
 (b) BIG will provide structural and architectural design services
 (c) CME will provide geotechnical engineering services
 (d) Tri-State will provide surveying
 (e) Assume permits will include SCE HOA, Douglas County Community Development, Building Department, BSDPW, NDOT (if necessary), NDEP (discharge permit for pump to waste)
 Permit fees paid by Douglas County. PVE will provide 6 sets of wet stamped full sized drawings and specifications for permitting support.

FARR WEST

ENGINEERING

2014 RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Civil Engineer	\$130	Senior Designer	\$90
Project Manager	\$105	GIS Analyst	\$105
Project Engineer, EIT	\$90	GIS Technician	\$75
Project Engineer, EIT II	\$80	Water Rights Surveyor	\$125
Senior Hydrogeologist	\$130	Water Rights Specialist	\$105
Hydrogeologist	\$90	Water Rights Technician	\$75
Hydrogeologist II	\$75	Water Rights Technician II	\$65
Principal Electrical Engineer	\$150	Professional Surveyor	\$115
Environmental Scientist	\$105	Survey Technician	\$75
Construction Inspector	\$90	Survey Technician II	\$60
Plan Check/Building Inspector	\$75	2 Man Survey Crew	\$135
Senior Administrator	\$70	3 Man Survey Crew	\$155
Administrator	\$45	Intern	\$45

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. Vehicles used for travel to meetings, deliveries, etc. will be charged at the current federal reimbursement rate.
3. Vehicles used on job sites for surveying or construction inspection will be charged at a rate of \$75/day and \$0.75 per mile.
4. GPS receivers will be charged at a rate of \$10/hr/receiver.
5. Density gauges will be charged at a rate of \$100/day.
6. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.

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

10th day of Dec, 2014

By [Signature] Deputy

