

Assessor's Parcel Number: N/A

Date: NOVEMBER 29, 2017

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00065509201709074750130139

KAREN ELLISON, RECORDER

CONTRACT #2017-228
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY
P.O. BOX 218
MINDEN, NV 89423

AND

FARR WEST ENGINEERING

NOV 29 2017
2017 NOV 29 PM 12:59
DOUGLAS COUNTY
CLERK
FILED

This Contract for services by an Independent Contractor (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the Board of County Commissioners and Farr West Engineering, a Nevada Corporation (hereafter "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 representing the company is duly qualified, equipped, staffed, ready, willing and able to perform and render the professional 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. The Contract will become effective on the later date it is approved and signed by authorized representatives of the Parties and shall continue until December 31, 2018, unless terminated as set forth herein.

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 333.700 et. al., as necessarily adapted, to the Parties, including 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 independent contractor or the County to the public employees 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, the 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, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that the 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 from November 2, 2017 to December 31, 2018 and requests that the 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 this Contract. If Contractor does not maintain 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 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 the professional services to be performed are water modeling of development projects submitted to the Community Development Department within the Douglas County Water Service Area as further described in the attached Exhibit "A".

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in Paragraph 4 at a total cost not to exceed Seventy Seven Thousand Two Hundred Dollars (\$77,200) the ("Contract Price"). The County shall not reimburse the Contractor for per diem allowances. As stated in Exhibit A, the contract contains a time and materials not to exceed payment for Tasks One through Three and Five. The Contractor shall submit monthly requests for payment for services performed under these tasks. 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. Payment Task Four shall be based on actual time expended by Contractor completing items

specified in Exhibit A. Contractor shall bill the County directly for the time spent on each review of the applicant's submittal after completion of the review.

6. TERMINATION OF CONTRACT. This Contract may be terminated without cause by either Party prior to the date set forth in Paragraph 1, provided the termination will not be effective until 30 days after a Party has served written notice upon the other Party. Contractor will be paid for amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with this Contract. No amount will be allowed or paid for anticipated profit or costs on unperformed services or other unperformed work.

7. NONAPPROPRIATION. All payments under this 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 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 the necessary funding.

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 this Contract. 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. 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 this 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 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 (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 this 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 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 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 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.

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 and the attached Exhibit "A" constitute the entire Contract and understanding between the Parties and may only be modified by a written amendment signed by both 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 any applicable licensing or professional rules and 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: Erik Nilssen
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6201
Physical: 1594 Esmeralda Ave.
Minden, NV 89423

To Contractor:

Farr West Engineering
Damon McAlister
5510 Longley Lane
Reno, NV 89511

21. CONFLICT OF INTEREST. By signing this 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 this Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

Contractor further agrees not to provide consulting engineering services for development projects within the Douglas County owned water service area for which connections to the water system is required.

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

Farr West Engineering

By: Brent Farr 10.25.17
Brent Farr, P.E., President (Date)
Contractor

DOUGLAS COUNTY

By: William B. Penzel
William B. Penzel, Chairman (Date)
Board of County Commissioners

EXHIBIT A – SCOPE OF WORK

Douglas County Water Model Maintenance and Expansion

INTRODUCTION

Douglas County Public Works (County) has selected Farr West Engineering (Farr West) to provide water modeling services for the maintenance and expansion of the County's eleven water systems. The modeling services will be limited to land development projects that are submitted to the County's Community Development Department. Work will include verification and calibration of the existing water models; conversion of the current East Valley and West Valley hydraulic models to InfoWater® by Innovyze® (GIS platform); and preparation of water project applications, compliance reports, and hydraulic modeling results for NDEP approval.

The specific tasks of this Scope of Work are defined by the following:

- Task 1 – Project Management
- Task 2 – Model Verification and Calibration
- Task 3 – Existing Models Conversion
- Task 4 – Compliance Reporting and Modeling
- Task 5 – County Directed Services

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

Approach

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and coordination meetings, as necessary with the County and Farr West staff. This task will include the following activities:

- Project administration including scheduling maintenance, cost control, filing, resource allocation, and routine communications.
- Conducting a project kick-off meeting with Farr West and County staff.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the County.

Deliverables

The following deliverables will be submitted under this task:

- Monthly invoices and status reports.

Assumptions

The following assumptions apply:

- Project duration will be until December 31, 2018.
- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – Model Verification and Calibration

Objective

To review the status and accuracy of each existing hydraulic model and calibrate the model to field collected data. Water systems include: East Valley, West Valley, North County, and three of the County's other water systems (Clear Creek, Fairgrounds, Jobs Peak, Sheridan Acres, Sierra County Estates, Cave Rock-Skyland, Uppaway, and Zephyr Cove).

Approach

This task will include the following activities:

- Verify model elements (pipe diameters, well pumps, tanks, etc.) against existing GIS data or record drawings.
- Review SCADA or field measurement data (supplied by the County) and compare to hydraulic model results.
- Conduct a meeting with County Public Works staff to confirm Farr West's observations of the model.
- If necessary, develop a plan to collect new field data for calibration.
- Calibrate the model output with field measurements.
- Make any necessary revisions to the County's eleven water systems.

Deliverables

The following deliverables will be submitted under this task:

- Memorandum detailing the collection of additional field data needed to further calibrate each model.
- Hydraulic model digital file, upon request.

Assumptions

The following assumptions apply:

- Effort of work for each system will be tracked as a separate subtask.

- Farr West will verify and calibrate the East and West Valley systems, but will not perform any work on the other water system models, unless authorized by the County.

Task 3 – Existing Models Conversion

Objective

To convert three systems' models (West Valley, East Valley, and North County) from Bentley WaterGEMS (AutoCAD platform) to the InfoWater software application integrated with ESRI's ArcGIS.

Approach

This task will include the following activities:

- Exportation of key hydraulic modeling scenarios from WaterCAD to InfoWater.
- Verification of results within a 5 percent accuracy between the two platforms.

Deliverables

The following deliverables will be submitted under this task:

- Updated Hydraulic model digital files.

Assumptions

The following assumptions apply:

- The InfoWater model will be converted from the existing WaterCAD model and not the most recent GIS database.
- Any updates to attributes to match GIS information will be performed as part of Task 2.

Task 4 – Compliance Reporting and Modeling

Objective

To provide the analysis and reporting in accordance with NAC 445A for land development projects as requested by the County's Community Development Department.

Approach

This task will include the following activities:

- Hydraulic modeling of proposed project.
- Preparation of NAC 445A development analysis report.
- Response to comments from NDEP.

Deliverables

The following deliverables will be submitted under this task:

- NAC 445A report.

- Written response to NDEP comments, if required.

Assumptions

The following assumptions apply:

- Compensation will be based on actual time and materials expended for each development application and will be invoiced separately to the County.
- Applicant will submit each application for water project (including NAC 445A report) to NDEP.
- Developer will coordinate with the Fire Authority.
- Unless the developer submits water demands stamped by a Nevada professional engineer, Farr West will use NAC specified consumptive use values to calculate water demands.

Task 5 – County Directed Services

To cover the costs of project work items that are unforeseen by the County, a task budget of \$10,000 is incorporated into this Agreement. Effort will not be charged to this task unless authorized in writing by the County.

EXHIBIT B

SCHEDULE

Notice to Proceed	November 2017
Calibration and Verification of East and West Valley Models	November 2017 – January 2018
Calibration and Verification of Each Water System Model	Completion within 45 Day of Authorization
Conversion of Existing Models to Innovyze	November 2017 – January 2018
Preparation of NDEP Compliance Reports and Hydraulic Modeling	November 2017 – December 2018
Project Closeout	December 2018

EXHIBIT C

BUDGET

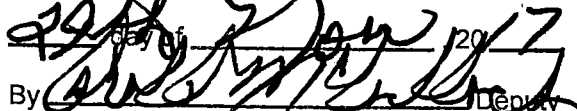
Task 1	Project Management	\$4,600
Task 2	Model Verification and Calibration	\$54,600 (Task Total)
	<i>Subtask 2.1 – East Valley</i>	\$15,000
	<i>Subtask 2.2 – West Valley</i>	\$15,000
	<i>Subtask 2.3 – North County</i>	\$10,600
	<i>Subtask 2.4 thru 2.6 – Three Additional Systems</i>	\$14,000
Task 3	Existing Models Conversion	\$8,000
Task 4	Compliance Reporting and Modeling	Each Report will be invoiced separately
Task 5	County Directed Services	\$10,000
	TOTAL:	\$77,200

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

29th day of January 2017
 By  Deputy