

Assessor's Parcel Number: N/A

Date: MAY 24, 2018

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS  
(RR)

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

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

Real Property Transfer Tax: \$ N/A



00073930201809147120130138

KAREN ELLISON, RECORDER

**CONTRACT #2018.092**  
(Title of Document)

# CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**FARR WEST ENGINEERING**

FILED  
2018.05.23  
2018 MAY 24 AM 10:32  
DOUGLAS COUNTY  
CLERK  
BY [Signature]

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 Tuesday, May 15, 2018.

**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 Tuesday, May 15, 2018 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 hydraulic water system modeling of for decommissioning of the Airport water storage tank and fire driver, and prepare a NAC 445A compliance memorandum in accordance with the attached Scope of Work (Exhibit A), Schedule (Exhibit B), Budget (Exhibit C), and Rate Schedule (Exhibit D).

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) (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  
5510 Longley Lane  
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 5-22-18  
Brent Farr, President (Date)

Douglas County

By: Ronald J. Roman 5-23-18  
Ronald J. Roman, Interim Public Works Director (Date)

## EXHIBIT A SCOPE OF WORK

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### Douglas County East Valley Airport Tank Hydraulic Analysis

#### INTRODUCTION

Farr West Engineering (Farr West) has been asked by Douglas County (County) to provide a hydraulic model verification of the impacts to the East Valley Water System as a result of the removal of the 300,000-gallon tank located off Firebrand Rd. in Minden.

The phase and task breakdown for the project is designated as follows:

#### **Design Services**

- Task 1 – Hydraulic Modeling, Summary Memorandum and NDEP Correspondence

#### DESIGN SERVICES

##### **Task 1 – Hydraulic Modeling, Summary Memorandum and NDEP Correspondence**

#### *Objective*

To provide sufficient justification that the decommissioning of the Airport water storage tank and fire booster station will not significantly impact the East Valley Water System.

#### *Approach*

The following approach applies:

- Farr West will use the existing water system hydraulic model to present two model runs during the Max Day Demand scenario. One with the airport infrastructure in place, and one without.
- Data analyzed will include system pressures, pipe velocities, and available fire flow.
- A memorandum will be prepared to summarize the results and findings of the analysis. Key data will be compiled into tables and figures for quick reference. A complete output of system data will be attached to the memorandum as an appendix.
- Farr West will provide two stamped copies of the memorandum for the County to submit to NDEP. Farr West will also provide additional correspondence to the County and NDEP, as required.

#### *Deliverables*

The following will be delivered under this task:

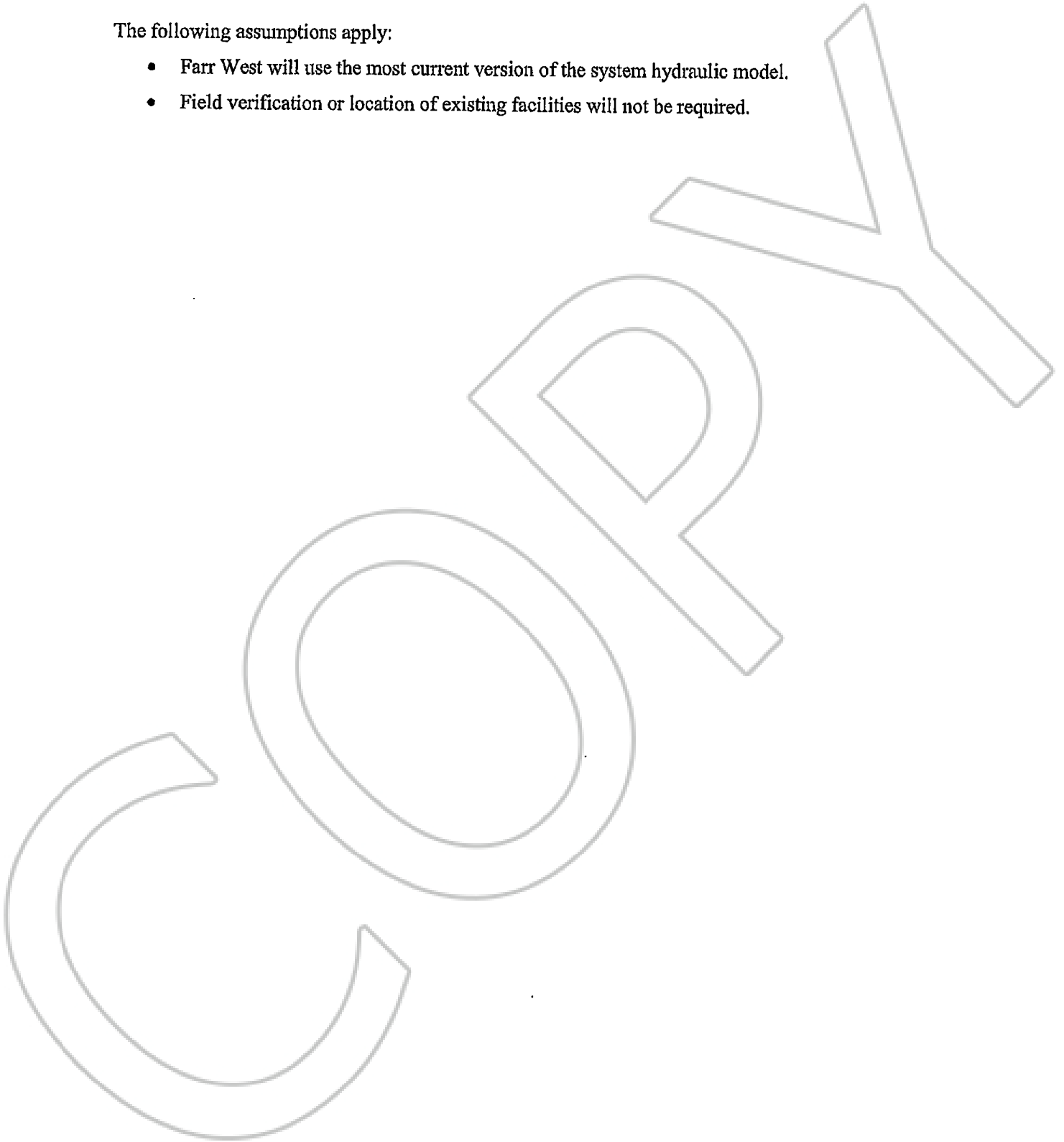
- Memorandum and figure(s) detailing changes to the East Valley water system due to the removal of the infrastructure.



*Assumptions*

The following assumptions apply:

- Farr West will use the most current version of the system hydraulic model.
- Field verification or location of existing facilities will not be required.



**EXHIBIT B  
SCHEDULE**

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**Notice to Proceed**

**March 2018**

**Summary Memorandum**

**May 15, 2018**

**COPY**

**EXHIBIT C  
BUDGET**

Task 1	Hydraulic Modeling, Summary Memorandum and NDEP Correspondence	\$2,500
	<b>TOTAL:</b>	<b>\$2,500</b>

COPY

**EXHIBIT D  
ENGINEER'S RATE SCHEDULE**

<b>Title</b>	<b>Hourly Rate</b>	<b>Title</b>	<b>Hourly Rate</b>
Principal Engineer	\$150	Building Inspector II	\$65
Senior Engineer II	\$150	Building Inspector I	\$60
Senior Engineer	\$140	Designer III	\$115
Engineer IV	\$130	Designer II	\$105
Engineer III	\$120	Designer I	\$95
Engineer II	\$110	GIS Analyst II	\$125
Engineer I	\$100	GIS Analyst I	\$110
Engineer in Training II	\$90	GIS Specialist	\$90
Engineer in Training I	\$85	GIS Technician	\$80
Senior Hydrogeologist	\$140	Water Rights Specialist III	\$150
Hydrogeologist II	\$100	Water Rights Specialist II	\$125
Hydrogeologist I	\$80	Water Rights Specialist I	\$100
Electrical Engineer	\$150	Water Rights Technician III	\$90
Construction Inspector III	\$100	Water Rights Technician II	\$85
Construction Inspector II	\$90	Water Rights Technician I	\$70
Construction Inspector I	\$80	Professional Surveyor	\$130
Project Assistant	\$70	Survey Technician II	\$85
Admin IV	\$90	Survey Technician I	\$70
Admin III	\$80	1 Man Survey Crew	\$125
Admin II	\$65	2 Man Survey Crew	\$165
Admin I	\$55	3 Man Survey Crew	\$240
Intern	\$45	Utility Operator	\$105

**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. A daily rate of \$40 will be charged for field personnel staying overnight to cover meals.
4. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
5. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

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

2/21/18 day of \_\_\_\_\_, 2018

By \_\_\_\_\_ Deputy

