

Assessor's Parcel Number: N/A

Date: NOVEMBER 26, 2018

Recording Requested By:

Name: HEATHER MACDONNELL, PUBLIC WORKS
(RR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

CONTRACT #2018.233
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

SUMMIT PLUMBING CO.

2018 NOV 26 AM 10:41
DOUGLAS COUNTY
CLERK
[Signature]

#0 2018.233

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 (the "County"), and Summit Plumbing Co. ("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 Friday, November 30, 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;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

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:

Summit Plumbing Co. has entered into a contract with Douglas County to perform work through Friday, November 30, 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:

- a) Install a 1.5-inch water service tap on the 8-inch water line on the west side of Highway 50;

- b) Directional drill under Highway 50 and install a 4-inch conductor casing and 1.5-inch IPS PE water service line between the existing water main and the new double/dual meter pit, described below;
- c) Install a new 3/4" double meter pit on the east side of Highway 50;
- d) Locate and connect the new 3/4" water service to the existing service line for 1109 Highway 50 on the customer side of the meter pit;
- e) Restore all surfaces to like condition; and
- f) Provide all necessary traffic control.

All work is to be done in accordance with the attached plans (Exhibit A). To the extent that Exhibit A requires "Owner/Contractor" to perform certain tasks, such tasks shall be performed by Contractor unless otherwise agreed to in writing by the Parties. The work shall also be completed in accordance with the Bid Proposal (Exhibit B) for 1109 US HWY 50 Water Service Repair, Nevada Department of Transportation encroachment permit, and Tahoe Regional Planning Agency permit.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 for a lump sum cost not to exceed Thirty Five Thousand, Six Hundred and Eighty-Two Dollars and Twenty-Nine Cents (\$35,682.29) (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. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

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. The Contract Documents include this document and Exhibits A, B, and C. The Contract Documents are intended to be complimentary to one another, and should be so construed. To the extent that there is an irreconcilable conflict between the documents, the order of precedence shall be: This Contract Document, thereafter Exhibit A, then Exhibit B, and finally Exhibit C.

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 & LIMITED LIABILITY. 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. Contractor understands and agrees that a portion of the work to be performed under this Contract will take place on property belonging to a third party. The County has entered into Temporary Construction Easement Agreements with the private property owners, which are attached hereto as Exhibit C. Contractor agrees to conduct all work without exceeding the scope of the Easement Agreements. If Contractor believes that any additional easements or permits are necessary to complete the work required under this Contract, then Contractor shall be responsible for obtaining such additional permissions. The County will not waive and intends to assert available NRS Chapter 41 Limitations in all cases. Contract liability of either party shall not be subject to punitive damages.

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: Summit Plumbing Co.
1165 Sawmill Drive Suite B
Gardnerville, NV 89410
Telephone: (775)267-9987

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.

COPY

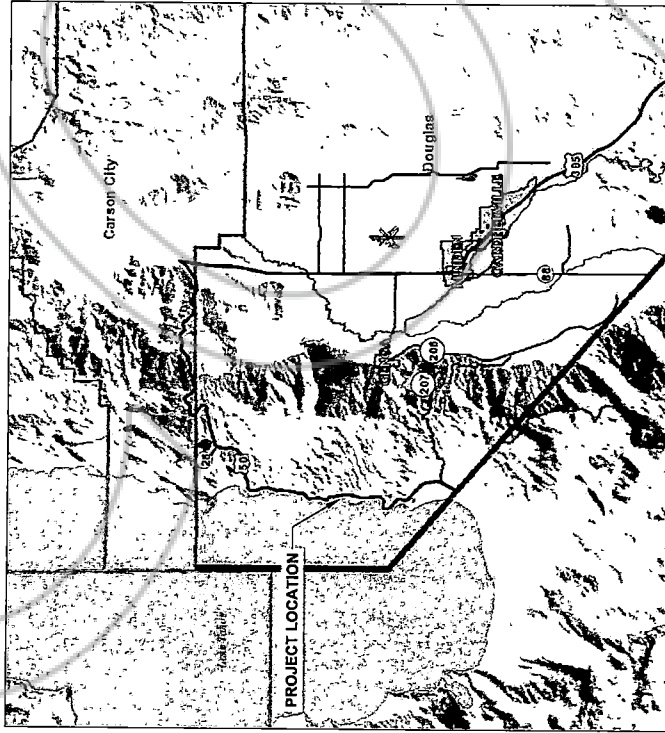
Exhibit A

1109 US Hwy 50 Water Service Repair Plans

DOUGLAS COUNTY PUBLIC WORKS

1109 US HWY 50 WATER SERVICE REPAIR

TOWNSHIP 14 NORTH, RANGE 18 EAST, SECTION 34 SOUTH 1/2 SOUTHWEST 1/4



LOCATION MAP
NCS

DOUGLAS COUNTY BOARD OF COMMISSIONERS
 STEVE THURSEL CHAIRMAN
 BARRY PENZEL VICE CHAIRMAN
 NANCY WICKERHID COMMISSIONER
 LARRY WALSH COMMISSIONER

SHEET INDEX
 C-1 TITLE SHEET
 D-1 DETAIL SHEET

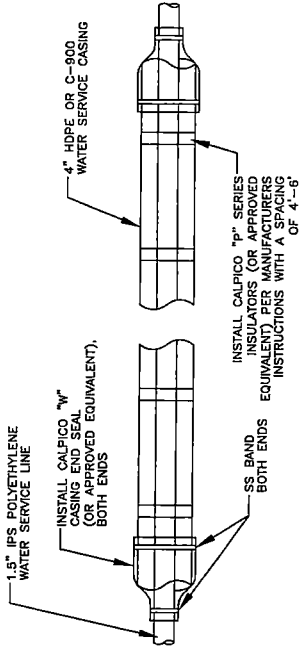
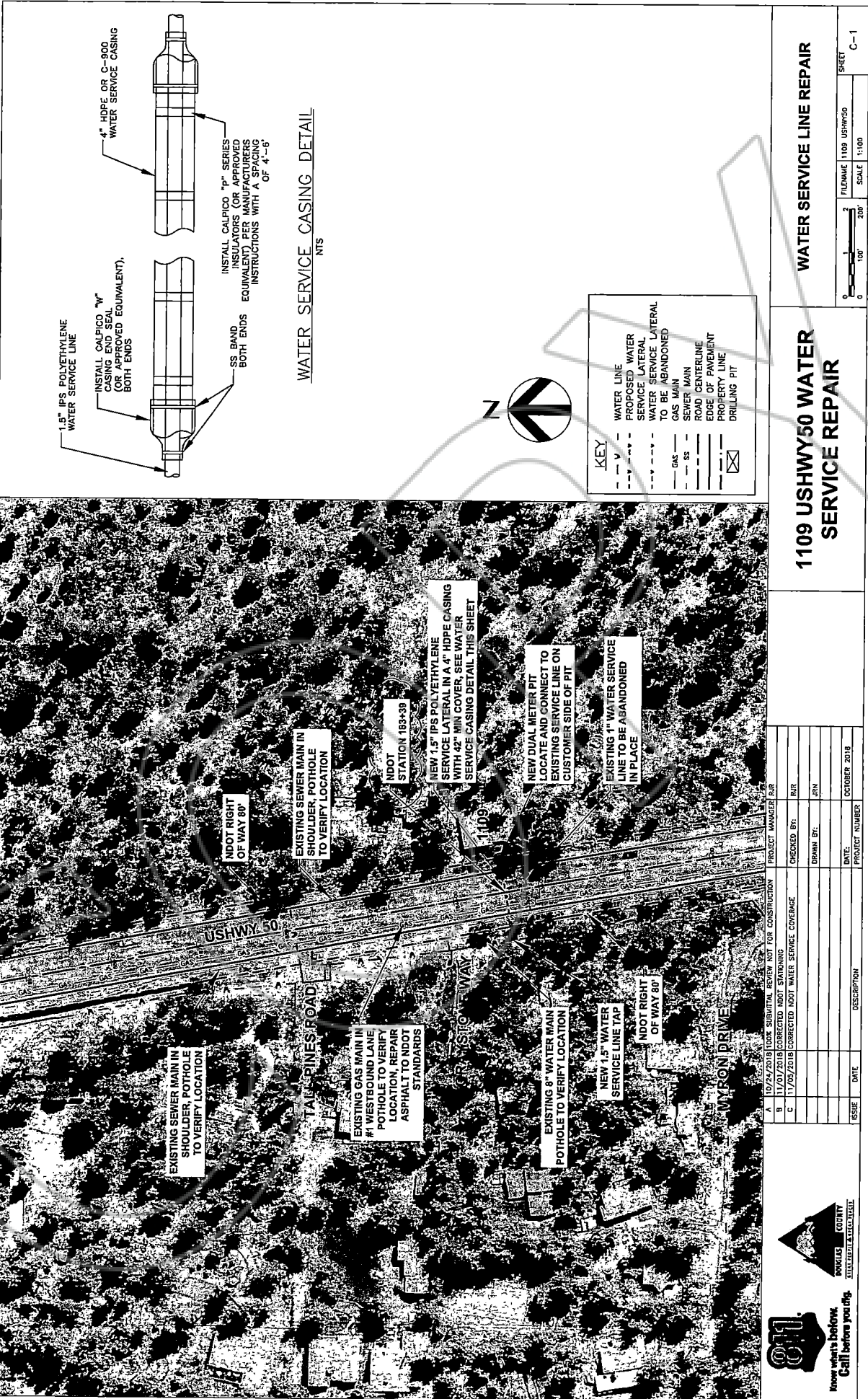
VICINITY MAP
NCS

ENGINEER
 RON EDMAN, P.E.
 ENGINEERING MANAGER

DATE



Know what's below.
 Call before you dig.



WATER SERVICE CASING DETAIL
NTS



KEY

- - - - WATER LINE
- - - - PROPOSED WATER SERVICE LATERAL
- - - - WATER SERVICE LATERAL TO BE ABANDONED
- - - - GAS MAIN
- - - - SEWER MAIN
- - - - ROAD CENTERLINE
- - - - EDGE OF PAVEMENT
- - - - PROPERTY LINE
- ⊠ DRILLING PIT

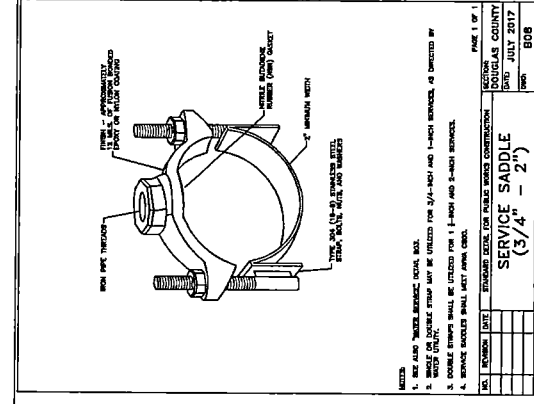
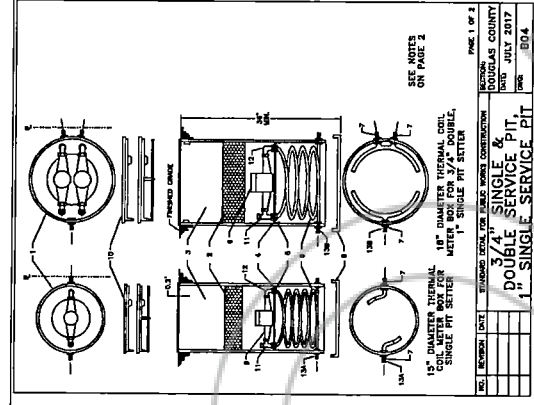
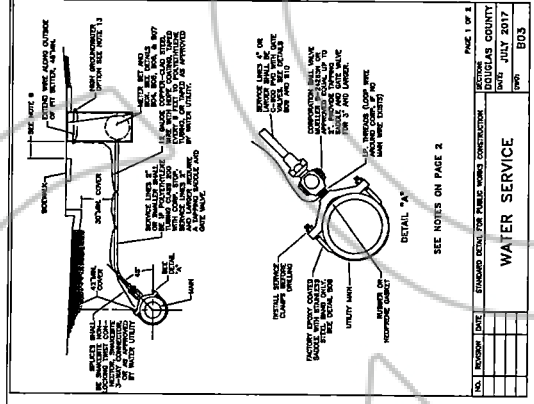
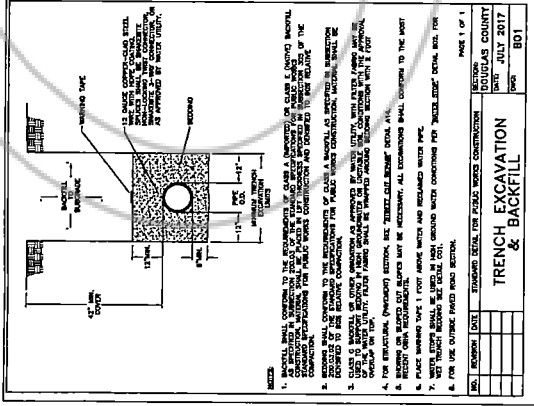
1109 USHWY50 WATER SERVICE REPAIR

WATER SERVICE LINE REPAIR

FILENAME 1109 USHWY50 SHEET C-1
SCALE 1"=100'

ISSUE	DATE	DESCRIPTION
A	10/24/2018	LOOK SUBMITTAL REVIEW NOT FOR CONSTRUCTION
B	11/07/2018	CORRECTED NDOT STATIONING
C	11/25/2018	CORRECTED NDOT WATER SERVICE COVERAGE

PROJECT MANAGER: RFR
 CHECKED BY: RFR
 DRAWN BY: JRN
 DATE: OCTOBER 2019
 PROJECT NUMBER:



GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF CLASS A (UNIMPAVED) OR CLASS B (PAVED) MATERIALS AS SPECIFIED IN THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF DOUGLAS COUNTY, CALIFORNIA, AND TO THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE BOARD OF SUPERVISORS OF DOUGLAS COUNTY, CALIFORNIA.
2. THE TRENCH SHALL BE EXCAVATED TO THE DEPTH SPECIFIED AND TO THE WIDTH SPECIFIED TO THE BOTTOM OF THE TRENCH.
3. THE TRENCH SHALL BE EXCAVATED TO THE DEPTH SPECIFIED AND TO THE WIDTH SPECIFIED TO THE BOTTOM OF THE TRENCH.
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WATER SERVICE

NOTES:

1. ALL APPROVED SHALL BE AS SPECIFIED UNLESS APPROVED AS EQUAL BY WATER UTILITY.
2. ALL APPROVED SHALL BE AS SPECIFIED UNLESS APPROVED AS EQUAL BY WATER UTILITY.
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10. ALL APPROVED SHALL BE AS SPECIFIED UNLESS APPROVED AS EQUAL BY WATER UTILITY.

DOUBLE SERVICE PIT, SINGLE SERVICE PIT

NOTES:

1. THE LINE SIZE AS REQUIRED BY WATER UTILITY SHALL BE 12\"/>

SERVICE SADDLE (3/4\"/>

1109 USHWY50 WATER SERVICE REPAIR

DETAILS

FILENAME: 1109 USHWY50
SCALE: NIS
SHEET: D-1

NO.	REVISION	DATE	DESCRIPTION	PROJECT NUMBER
A		10/24/2018	ISSUE SUBMITTAL REVIEW NOT FOR CONSTRUCTION	
B		11/01/2018	CORRECTED HOOD STATIONING	
C		11/29/2018	CORRECTED HOOD WATER SERVICE COVERAGE	

NO.	REVISION	DATE	DESCRIPTION	PROJECT NUMBER
A				
B				
C				

NO.	REVISION	DATE	DESCRIPTION	PROJECT NUMBER
A				
B				
C				

② TAPER LENGTH AND CHANNELIZING DEVICE SPACING

SPEED (mph)	LENGTH FOR MERGING TAPER (L)		CHANNELIZING DEVICE SPACING (ft)
	10.0ft	11.0ft, 12.0ft	
20	80	80	20
25	125	125	25
30	150	180	30
35	210	245	35
40	280	320	40
45	450	540	45
50	500	600	50
55	550	660	55
60	600	720	60
65	650	780	65
70	700	840	70
75	750	900	75

* ON RURAL INTERSTATE HIGHWAYS WHERE THE SPEED LIMIT IS 55 MPH OR GREATER, THE CHANNELIZING DEVICE SPACING (EXCEPT FOR TAPERS) MAY BE INCREASED TO 80 FEET WHEN INCREASED DEVICE SPACING IS USED. 3 DRUMS WILL BE PLACED DIAGONALLY AT 0.5 MILE INCREMENTS TO INDICATE THE LANE IS CLOSED.

① ADVANCE WARNING SIGN SPACING

SPEED (mph)	DISTANCE BETWEEN SIGNS (ft)		
	A	B	C
0-20	200	200	200
25-30	300	300	300
35-40	400	400	400
45-50	600	600	600
55-75	1000	1000	2640

③ BUFFER LENGTH

SPEED (mph)	LENGTH (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
75	820

SHIFTING TAPER = 1/2 L
SHOULDER TAPER = 1/3 L

$$L \leq 40 \text{ mph} \quad L = \frac{L_{WS}^2}{60}$$

$$L \geq 45 \text{ mph} \quad L = WS$$

S = Speed(mph)
L = Taper Length(ft)
W = Width of Lateral Shift(ft)

NOTES:

- Projects with an existing speed limit greater than 55 MPH may be temporarily reduced by 10 MPH or to 55 MPH, whichever is lower, with the concurrence from the Chief Traffic Operations Engineer. Any temporary reductions to a speed lower than 55 MPH may be reduced with concurrence from the Chief Traffic Operations Engineer and a recommendation forwarded by Traffic Operations to the Director for approval.
- The W1-3 signs shall be used when the recommended speed on a curve is 30 mph or less, the W1-4 signs shall be used when the recommended speed is 35 mph or greater.
- The W6-3 and R4-1 signs shall be installed alternately at 0.5 mile intervals when the lengths of crossovers exceed 0.5 mile.
- All regulatory signs (R series) shall be black on retroreflective white.
- All warning signs (W series) shall be black on retroreflective orange.
- Warning signs shall be a minimum of (3' x 3') for speeds of 45 mph or less, R2-1 shall be (3' x 4').
- Warning signs shall be a minimum of (4' x 4') for speeds of 50 mph or greater, R2-1 shall be (4' x 5').

TYPICAL APPLICATIONS:

NDOT STANDARD SHEETS T-35.1.2 THRU T-35.1.17 INCLUDE A VARIETY OF TRAFFIC CONTROL METHODS, BUT DO NOT INCLUDE A LAYOUT FOR EVERY CONCEIVABLE WORK SITUATION. TYPICAL APPLICATIONS SHOULD BE ALTERED WHEN NECESSARY TO FIT THE CONDITIONS OF A PARTICULAR TEMPORARY TRAFFIC CONTROL ZONE. FOR ADDITIONAL INFORMATION REFER TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND REVISIONS.

ADVANCE WARNING-ARROW PANEL

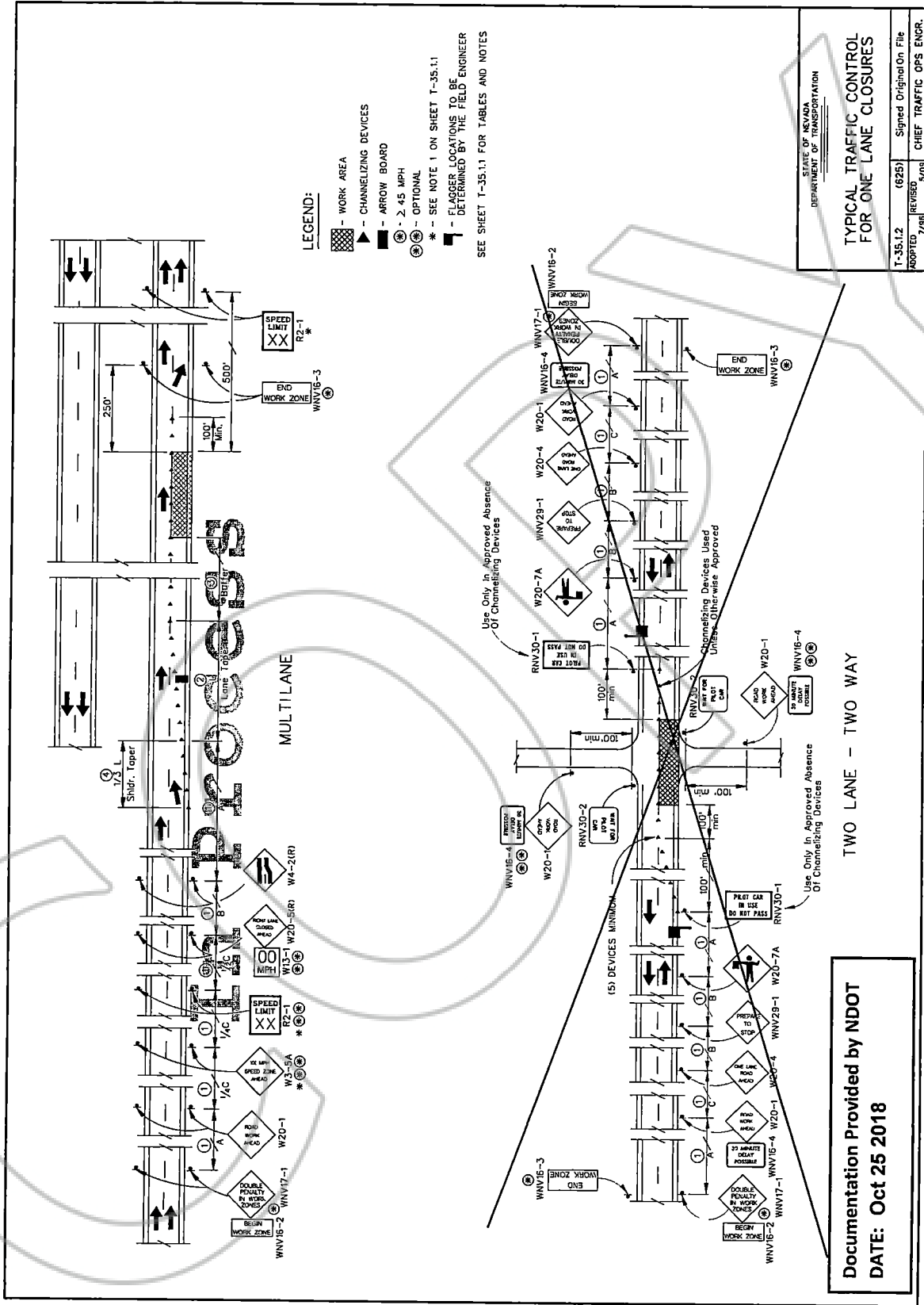
TYPE	MINIMUM SIZE (INCHES)	POSTED SPEED
A	48 X 24	30 MPH OR LESS
B	60 X 30	35 MPH TO 50 MPH
C	96 X 48	55 MPH OR MORE

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

TYPICAL TABLES/NOTES FOR TRAFFIC CONTROL SHEETS T-35.1.1 thru T-35.1.17

T-35.1.1	ADOPTED	6/25	Signed Original On File
	REVISED	10/18	CHIEF TRAFFIC OPS ENGR.
		9/08	

Documentation Provided by NDOT
DATE: Oct 25 2018



COPY

Exhibit B
Bid Proposal

RECEIVED

NOV 07 2018

DOUGLAS COUNTY
PUBLIC WORKS

Douglas County Public Works

1109 US HWY 50 Water Service Repair

Bid Proposal

The Bidder shall list below the lump sum bid price including mobilization, bonds and insurance, overhead, taxes, profit, materials, equipment, and all other fees and costs required to construct a functioning water service as defined in the plans and permits.

Total Amount in Figures	35,682.29
Total Amount in Words	Thirty Five Thousand Six Hundred eighty two Dollars And twenty Nine Cents

Contractor:

Summit Plumbing Co

Authorized Signature:

Paul M Kearney

Printed Name:

Paul M Kearney

Date:

11/7/18

Nevada Contractor's License No.

0058527 / 0050252 / 0076730

Address for giving notices:

1165 suite B Sawmill DR Carlsbergville, NV
89410

Telephone Number:

(775) 267 9987 (775) 691 0668

Email:

Summitplumbingandseptic@gmail.com

COPY

Exhibit C

Temporary Construction Easement Agreements

RECEIVED
NOV 05 2018
DOUGLAS COUNTY
PUBLIC WORKS

APN: 1418-34-402-006

RECORDED AT THE REQUEST OF:

Carey Rosser
Douglas County, Nevada
District Attorney's Office
Post Office Box 218
Minden, Nevada 89423

The undersigned hereby affirm(s) that this document, including any exhibits, submitted for recording does not contain the social security number of any person(s).

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

TOMASZ WALAS, an individual (hereinafter "Grantor"), for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and on behalf of himself, and Grantor's successors and assigns, grants and conveys to DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "Grantee"), a Temporary Construction Easement over, under, through and across the real property commonly known by Douglas County Assessor's Parcel Number 1418-34-402-006 for the purpose of installing or repair a waterline and appurtenant infrastructure, as follows:

1. To construct, test, install, operate, inspect, maintain, add to, and remove underground pipelines and other improvements as may be required for the operation and use of the waterline (hereinafter, "Waterline"), upon, over, under and through the property legally described as all that real property situated in the city of zephyr cove, county of douglas, state of nevada, describes as follows:

ALL THAT PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF LOT 4, SECTION 34, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.B & M., LYING EAST OF THE EASTERLY RIGHT OF WAY U.S. HIGHWAY 50 (the parcel, in its entirety is hereinafter referred to as the "Temporary Easement Area");

2. To discharge water within the Temporary Easement Area.
3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Temporary Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Temporary Easement Area;
4. For the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area for the purpose of accomplishing the tasks described in this document; and for the unrestricted contiguous ingress and egress of such vehicles and

pedestrians along and through the Property to and from the Temporary Easement Area; and

5. To perform final cleanup of the Temporary Easement Area for the purpose of restoring, as much as is practicable, the pre-existing elevation. Provided, however, that Grantee shall not be required to replace any vegetation that is removed during the temporary easement period.
6. To cut, drill or otherwise remove any paved driveway as is necessary to perform the tasks authorized by this easement document; provided, however that Grantee shall restore any disturbed pavement to a comparable condition after the construction is complete.

DURING THE TERM OF THIS TEMPORARY CONSTRUCTION EASEMENT, the Parties promise and agree as follows:

- A. Hold Harmless. Grantee agrees to hold harmless Grantors from any injury, insurance claim, or other claim arising from Grantee's exercise of any right granted to Grantee pursuant to this Grant of Temporary Construction Easement subject, however, to Grantors' providing written notice of such potential injury or claim to Grantee within 14 business days of Grantors' receipt of facts giving rise to the claim. Further, Grantee will be responsible for any damages, proximately caused by Grantee's negligent use of or activities on the Temporary Easement Area, to any tangible personal property or improvements owned by Grantors located on the Temporary Easement Area as of the date Grantors sign this Grant of Temporary Construction Easement. This paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under paragraphs 1-6, above.
- B. Insurance. Grantee agrees that it, its contractors and any subcontractors employed by or on behalf of Grantee, shall maintain both general liability and worker's compensation insurance coverage for any and all operations to be conducted within or upon the Temporary Construction Easement Area.
- C. Controlling Law. The Parties agree that the laws of the State of Nevada shall govern the interpretation and enforcement of this Temporary Construction Easement. Grantor and Grantee agree that the Ninth Judicial District Court, located in Douglas County Nevada, will be the forum for any litigation arising as a result of this Agreement. Grantor and Grantee shall bear their own attorney's fee, in any dispute regarding or arising from this Temporary Construction Easement.
- D. Successors. The Parties agree that the covenants, terms, conditions and restrictions of this Easement will be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the land as described in the Exhibits.
- E. Authority. The person or persons executing this instrument on behalf of Grantors and Grantee each hereby represent that they have the authority to bind Grantors or Grantee, respectively, to the terms and conditions set forth herein.

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT shall become effective on **October 26, 2018** and it shall terminate and become void upon the completion of the installation of the water pipeline and in no event later than One Hundred and Eighty (180) days after the date on which it becomes effective. Thereafter, this instrument shall have no further effect.

GRANTOR hereby represents that this GRANT OF TEMPORARY CONSTRUCTION EASEMENT has been duly executed and constitutes a valid, binding and enforceable obligation.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

TOMASZ WALAS

Signature: _____

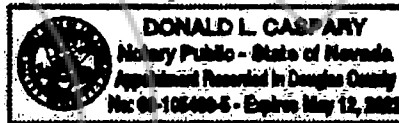
Tomasz Walas

STATE OF NEVADA)

COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 30th day of OCTOBER, 2018, by Tomasz Walas.

Donald L. Caspary
Notary Signature



GRANTEE:

DOUGLAS COUNTY

Signature: _____

Title: DIRECTOR, PUBLIC WORKS

APN: 1418-34-401-026

RECORDED AT THE REQUEST OF:

Carey Rosser
Douglas County, Nevada
District Attorney's Office
Post Office Box 218
Minden, Nevada 89423

The undersigned hereby affirm(s) that this document,
including any exhibits, submitted for recording does
not contain the social security number of any person(s).

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JEANINE M. MacMICHAEL, GREGG H. MacMICHAEL, and JULIE HARRIS MacMICHAEL, Trustees (hereinafter "Grantor"), for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and on behalf of himself, and Grantor's successors and assigns, grants and conveys to DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "Grantee"), a Temporary Construction Easement over, under, through and across the real property commonly known by Douglas County Assessor's Parcel Number 1418-34-401-026 for the purpose of installing or repairing a waterline and appurtenant infrastructure, as follows:

1. To construct, test, install, operate, inspect, maintain, add to, and remove underground pipelines and other improvements as may be required for the operation and use of the waterline (collectively, the "Waterline"), upon, over, under and through the property legally described as:

ALL THE REAL PROPERTY SITUATED IN SECTION 34, T 14 N, R 18 E, MDB&M, County of Douglas, State of Nevada as described in that certain individual Grant Deed, recorded July 23, 1976, as Document Number 01988, and more particularly described as:

ALL that portion of the South one quarter (S $\frac{1}{4}$) of the South one-half (S $\frac{1}{2}$) of Lot four (4) in Section thirty four (34) Township fourteen (14) North, Range eighteen (18) East, Mount Diablo Base and Meridian. Said portion is described as follows:

COMMENCING at the monument marking the South $\frac{1}{4}$ corner of Section 34; thence North 89° 57' 27.35" West 202 feet along the South line of said Section 34 to the TRUE POINT OF BEGINNING; thence North 00° 02' 32.65" East 163.70 feet to the North line of said South one-quarter (S $\frac{1}{4}$) of the South one-half (S $\frac{1}{2}$) of Lot four (4) thence along the North line of said South one-quarter (S $\frac{1}{4}$) of the south one-half (S $\frac{1}{2}$) of Lot four (4), South 89°57' 08.57" East a distance to the intersection of the Westerly Right of Way line on U.S. Highway 50; thence South along the Right of Way line to the intersection of the South line of Section thirty four (34); thence North 89° 57' 27.35"

West along the South line of said Section to the POINT OF BEGINNING; SUBJECT, HOWEVER, to easements for right of way for road and utility purposes of record.

Douglas County, Nevada (the parcel, in its entirety is hereinafter referred to as the "Temporary Easement Area");

2. To discharge water within the Temporary Easement Area.
3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Temporary Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Temporary Easement Area;
4. For the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area for the purpose of accomplishing the tasks described in this document; and for the unrestricted contiguous ingress and egress of such vehicles and pedestrians along and through the Property to and from the Temporary Easement Area; and
5. To perform final cleanup of the Temporary Easement Area for the purpose of restoring, as much as is practicable, the pre-existing elevation. Provided, however, that Grantee shall not be required to replace any vegetation that is removed during the temporary easement period.
6. To cut, drill or otherwise remove any paved driveway as is necessary to perform the tasks authorized by this easement document; provided, however that Grantee shall restore any disturbed pavement to a comparable condition after the construction is complete.

DURING THE TERM OF THIS TEMPORARY CONSTRUCTION EASEMENT, the Parties promise and agree as follows:

- A. Hold Harmless. Grantee agrees to hold harmless Grantors from any injury, insurance claim, or other claim arising from Grantee's exercise of any right granted to Grantee pursuant to this Grant of Temporary Construction Easement subject, however, to Grantors' providing written notice of such potential injury or claim to Grantee within 14 business days of Grantors' receipt of facts giving rise to the claim. Further, Grantee will be responsible for any damages, proximately caused by Grantee's negligent use of or activities on the Temporary Easement Area, to any tangible personal property or improvements owned by Grantors located on the Temporary Easement Area as of the date Grantors sign this Grant of Temporary Construction Easement. This paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under paragraphs 1-6, above.
- B. Insurance. Grantee agrees that it, its contractors and any subcontractors employed by or on behalf of Grantee, shall maintain both general liability and worker's compensation insurance coverage for any and all operations to be conducted within or upon the Temporary Construction Easement Area.

- C. Controlling Law. The Parties agree that the laws of the State of Nevada shall govern the interpretation and enforcement of this Temporary Construction Easement. Grantor and Grantee agree that the Ninth Judicial District Court, located in Douglas County Nevada, will be the forum for any litigation arising as a result of this Agreement. Grantor and Grantee shall bear their own attorney's fee, in any dispute regarding or arising from this Temporary Construction Easement.
- D. Successors. The Parties agree that the covenants, terms, conditions and restrictions of this Easement will be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the land as described in the Exhibits.
- E. Authority. The person or persons executing this instrument on behalf of Grantors and Grantee each hereby represent that they have the authority to bind Grantors or Grantee, respectively, to the terms and conditions set forth herein.

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT shall become effective on **November 2, 2018** and it shall terminate and become void upon the completion of the installation of the water pipeline and in no event later than One Hundred and Eighty (180) days after the date on which it becomes effective. Thereafter, this instrument shall have no further effect.

GRANTOR hereby represents that this GRANT OF TEMPORARY CONSTRUCTION EASEMENT has been duly executed and constitutes a valid, binding and enforceable obligation.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

JEANINE M. MacMICHAEL, Trustee

Signature: *Jeanine MacMichael*
JEANINE MacMICHAEL

STATE OF NEVADA)
 COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 2018, by **JEANINE MacMICHAEL**.

 Notary Signature

TEMPORARY

Route:	US 50	
Milepost:	DO 5.65	NDOT District II
District Permit No.:	T-392-18	
Applicant:	Douglas County Public Works	
Type of Activity:	Lane closure / potholing	
FOR DEPARTMENT USE ONLY		

PERMIT FOR TEMPORARY OCCUPANCY OF NEVADA
DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
(Under the Provisions of NRS 408.423 and 408.210)

1. Location where the event and/or occupancy is proposed:

US 50

1109 US Hwy. 50, Zephyr Cove

Local name of highway

Street address or nearest cross street

between Milepost DO 5.65

and Milepost

2. Describe the event in detail, including the number of participants, the proposed route, the proposed date and time of the event. Please attach plans and/or drawings of the proposed route.

This temporary permit is issued to allow work to begin while standard encroachment permit #209269-18 is being processed as customer is without water service.

For potholing to locate other utilities and for replacement of leaking water service line under pavement:

On US 50 westbound: #2 lane closure.

Please see attached documents.

EVENT DATE(s):

TBD

3. SPECIFIC TERMS AND CONDITIONS FOR THIS PERMIT ARE LISTED ON PAGES 2 THROUGH 4.

4. THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.

Douglas County Public Works

Name of PERMITTEE

Ron Roman, P.E., Engineering Manager

Name and Title (Please print)

1120 Airport Road, #F-2

Address

Minden, NV 89423

City, State, Zip
10/30/2018

Date of Application

DocuSigned by:

Ronald J. Roman

E4EE0ABB4B2D466...

Signature

(775) 782-6239

Telephone

rroman@douglasnv.us

Email address

District Permit No.: T-392-18

ADDITIONAL TERMS AND CONDITIONS

1. The permit shall be signed by **PERMITTEE** on Page 1 and returned to the district office. The permit shall not be valid until the **SIGNED** original permit has been received by the district office.
2. This temporary permit expires upon completion of the event.
3. The temporary Right-of-Way Occupancy Permit, or a conformed copy, shall be kept at the site of the event and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand. **THE EVENT SHALL BE SUSPENDED IF THE PERMIT IS NOT AT THE SITE AS PROVIDED.**
4. The **PERMITTEE**, in addition to obtaining the temporary Right-of-Way Occupancy Permit must also obtain any and all other permits required by State law or local ordinances.
5. The **PERMITTEE** agrees to indemnify and save harmless the State of Nevada and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the **PERMITTEE**, or its contractors, agents, or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE STATE OF NEVADA**, unless it is established by the **PERMITTEE** that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the State of Nevada.

*** SEE ADDITIONAL TERMS AND CONDITIONS ON PAGES 3 AND 4. ***

DocuSigned by:
Richard Orjivolk 10/30/2018
 Reviewed by: 0DED91853B3B4AF...
 District II Permit Office Date

Recommend approval
TS 10/30/2018
 Tara Smaltz

Recommend approval
JS 10/30/2018
 Jay Smith

This temporary Right-of-Way Occupancy permit is granted to the PERMITTEE in accordance with the provisions of Chapter 408 NRS, and subject to the terms and conditions stipulated to perform the activity described.

Dated 10/31/2018

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:
M. L. S.
 By 8913FCBD00A54B0...

Director or District Engineer

ADDITIONAL TERMS AND CONDITIONS

6. The NDOT right-of-way shall be returned to the original condition. Road travel way shall remain clean and free of debris at all times. Removal of trash and debris will be the responsibility of the PERMITTEE.
7. **PERMITTEE shall contact Permit Office at (775) 834-8330 a minimum of five (5) business days prior to the anticipated beginning of work.**
8. **The hours of lane closure on US 50 shall be from 7:00 AM to 3:30 PM, daily, Monday through Friday.**
9. Activity within the NDOT right-of-way shall not be permitted on weekends, holidays and during major community events. Activity shall not be permitted on the day preceding and the day following long weekends, holidays, and major community events. It is the responsibility of the PERMITTEE to become aware of major community events.
10. All Category 1 & 2 Traffic Control Devices used on NDOT maintained roadways must be National Cooperative Highway Research Program *Report 350* compliant. The PERMITTEE and/or contractor shall have manufacturer's certificates of compliance available upon request.
11. All traffic control shall conform to the current *Manual on Uniform Traffic Control Devices*, "Chapter 6," and *The Nevada Department of Transportation Plans for Road and Bridge Construction*, 2017 Edition.
12. Regardless of traffic control operations, do not stop public traffic for more than a 20-minute duration and do not delay it for more than 30 minutes total, regardless of the number of work zones. Any proposed traffic control plan must meet the duration of delay restrictions (20 minutes stopped, 30 minutes total delay). Should these delay restrictions be exceeded, work will be immediately suspended. If work is suspended, submit a written revised construction plan which addresses the delay problem. Upon approval of the plan the construction operations may resume.
13. Traffic control shall be set up as shown on the attached plans, unless otherwise noted herein or directed by the NDOT Permit Inspector. Any deviation will require prior approval from the NDOT District II Permit Office.
14. The work of setting up and tearing down traffic control devices, as required, shall be completed each day, within the hours specified on the permit, and/or on the approved traffic control plan. All traffic control devices shall be completely removed from the roadway and sidewalk at the end of the activity period.
15. PERMITTEE shall not store equipment, materials or spoils in the NDOT right-of-way outside of normal working hours. During business hours, emergency work on permitted facilities must be authorized by the NDOT District II Permit Inspector, unless identified in

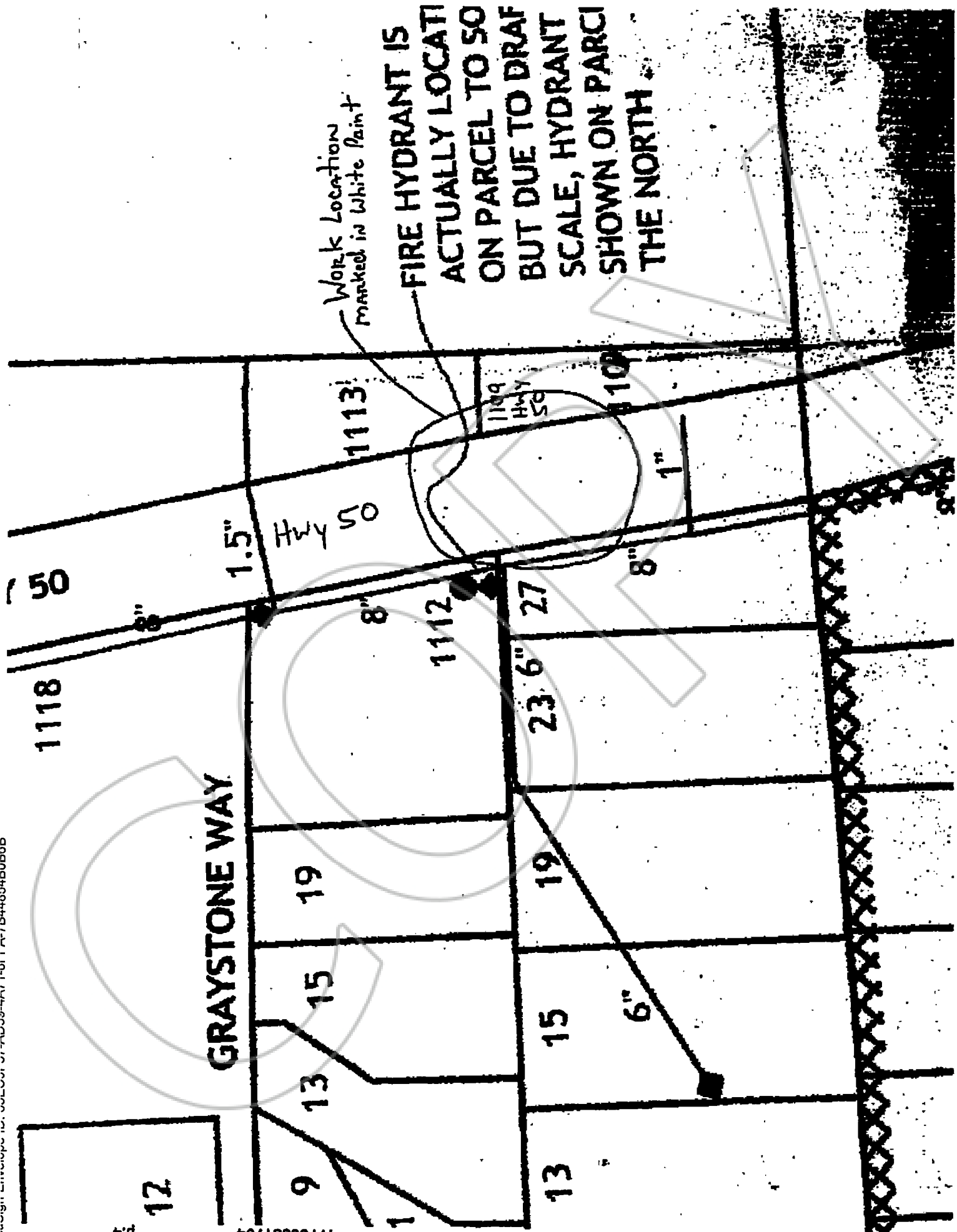
an issued temporary occupancy permit. The Emergency Notification Form may be hand delivered, faxed or sent electronic mail.

16. During non-business hours, notify the NDOT District II Utilities 24/7 Hotline of any emergency at (775) 834-8488. Provide the NDOT Road Operations Dispatch the following information:

- i. PERMITTEE's contact information for the emergency. NDOT Road Operations Dispatch may need to call back to follow up.
- ii. Location of the emergency.
- iii. Description of the emergency.
- iv. Description of the traffic impact (shoulder closure, lane closure, etc.).
- v. Give an estimated time duration to mitigate the incident.

17. During emergency work, the PERMITTEE should minimize the disturbance to traffic at all times.

18. For emergencies, on the first business day thereafter, the PERMITTEE shall contact the NDOT District II Permit Office to initiate a new permit (if needed). This may be a temporary occupancy permit or a standard encroachment permit. Failure to notify NDOT for an emergency work situation and obtain a permit within the stated time period is considered a violation and may result in this permit revocation.



Work Location
marked in White Paint

FIRE HYDRANT IS
ACTUALLY LOCATED
ON PARCEL TO SOUTH
BUT DUE TO DRAFT
SCALE, HYDRANT
SHOWN ON PARCEL
TO THE NORTH

District Tracking No. T-392-18



APPLICATION AND PERMIT FOR TEMPORARY OCCUPANCY OF NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY (Under the Provisions of NRS 408.423 and 408.210)

1. Location where the event and/or occupancy is proposed:

US HWY 50

1109 US HWY 50 ZEPHYR COVE, NV 89448

Local name of highway

Street address or nearest cross street

between Milepost 5

and Milepost 6

2. Describe the event in detail, including the number of participants, the proposed route, the proposed date and time of the event. Please attach plans and/or drawings of the proposed route.

FIX SERVICE LEAK TO 1109 US HWY 50. DIRECTIONAL DRILL UNDER US HWY 50 TO REPLACE THE LEAKING WATER SERVICE FOR 1109 US HWY 50. POT HOLE FOR OTHER UTILITIES (GAS AND SEWER). THE DRILLING UNDER THE HIGHWAY AND SERVICE CONNECTION SHOULD LAST 4 DAYS MAXIMUM AND THE UTILITY WOULD LIKE PERMISSION TO HAVE A SINGLE LANE CLOSURE ON THE WESTBOUND #1 LANE DURING THE UTILITY WORK. THERE WILL BE APPROXIMATELY 10-15 PEOPLE AND WORK TRUCKS ON SITE TO COMPLETE THE WORK.

EVENT DATE(s):

3. SPECIFIC TERMS AND CONDITIONS FOR THIS PERMIT ARE LISTED ON PAGES 2 & 3.

4. THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.

DOUGLAS COUNTY PUBLIC WORKS

RON ROMAN, P.E. ENGINEERING MANAGER

Name of PERMITTEE

Name and Title (Please print)

1120 AIRPORT ROAD #F-2

Handwritten signature of Ron Roman

Address

Signature

MINDEN, NV 89423

(775)782-6239

City, State, Zip

Telephone/Fax

RROMAN@DOUGLASNV.US

Date of Application

Email

ACCEPTED

OCT 25 2018

District Permit No. T-392-18

ADDITIONAL TERMS AND CONDITIONS

1. The permit shall be signed by PERMITTEE on Page 1 and returned to the district office. The permit shall not be valid until the SIGNED original permit has been received by the district office.
2. This temporary permit expires upon completion of the event.
3. The temporary Right-of-Way Occupancy Permit, or a conformed copy, shall be kept at the site of the event and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand. **THE EVENT SHALL BE SUSPENDED IF THE PERMIT IS NOT AT THE SITE AS PROVIDED.**
4. The PERMITTEE, in addition to obtaining the temporary Right-of-Way Occupancy Permit must also obtain any and all other permits required by State law or local ordinances.
5. The PERMITTEE agrees to indemnify and save harmless the State of Nevada and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the PERMITTEE, or its contractors, agents, or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE STATE OF NEVADA**, unless it is established by the PERMITTEE that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the State of Nevada.

6. This application must have the following signatures of approval before being processed by the district office:

Nevada Highway Patrol

By: _____

Date: _____

Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A):

County Sheriff or City Police

By: _____

Date: _____

Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A):

*** SEE ADDITIONAL TERMS AND CONDITIONS ON PAGE 3. ***

Reviewed by: _____

This temporary Right-of-Way Occupancy permit is granted to the PERMITTEE in accordance with the provisions of Chapter 408 NRS, and subject to the terms and conditions stipulated to perform the activity described.

Dated this _____ day of _____, 20_____

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

By _____

Director or District Engineer

NDOT District II
310 Galletti Way
Sparks, NV 89431

2/3/17

ACCEPTED

OCT 25 2018

NEVADA DEPT. OF TRANSPORTATION
DISTRICT II PERMIT OFFICE

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

_____ day of _____, 20__

By _____, Clerk-Treasurer