

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** COURTNEY WALKER

**Department:** PUBLIC WORKS



00111327202009462620070071

KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_

**INTERLOCAL CONTRACT FOR SERVICES**

**FILED**

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

**NO. 2020.072**

**05/18/2020**  
DATE

**DOUGLAS COUNTY CLERK**  
MINDEN, NV

BY  DEPUTY

AND

**JE FULLER/HYDROLOGY & GEOMORPHOLOGY, INC.**  
**8400 S. KYRENE RD, SUITE 201**  
**TEMPE, AZ 85284**

This Interlocal Contract for Services (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the County Manager and JE Fuller/Hydrology & Geomorphology, Inc. an Arizona Corporation registered with the Nevada Secretary of State (hereafter "Contractor"). 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. EFFECTIVE DATE AND TERM OF CONTRACT.** The Contract will become effective on May 6, 2020 and shall continue until August 30, 2020, unless terminated in accordance with Paragraph 6 of the Contract.

**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;

disbursed by Contractor. Requests for payment must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire Contract, and a comparison of cumulative total expenditures to the approved budget.

**6. TERMINATION OF CONTRACT.** Either party may revoke the Contract with or without cause, provided only that a revocation shall not be effective until 30 calendar days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by Contractor to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.

**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, litigation may only proceed before a federal northern Nevada district court in the State of Nevada. The court will recognize any offers of judgment made by a Party pursuant to Nevada law. The Contract Documents shall include this document and Exhibit A, hereto. The Contract Documents are intended to be complimentary to one another and shall be so construed. To the extent that there is an irreconcilable difference between the Contract Documents, the order of precedence shall be: first, this document, thereafter Exhibit A.


**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.

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

**JE FULLER/HYDROLOGY & GEOMORPHOLOGY, INC.**

By: Christopher Rod April 29, 2020  
Name: Christopher Rod (Date)  
Title: Vice President

**DOUGLAS COUNTY, NEVADA**

 5/14/20  
Patrick Cates (Date)  
Douglas County Manager



April 27, 2020

Courtney Walker, CFM  
Stormwater Program Manager  
Douglas County Public Works  
PO Box 218  
Minden, NV 89423

Re: Johnson Lane Wash – Culvert Crossing Design

Dear Ms. Walker,

Thank you for requesting professional services from JE Fuller Hydrology and Geomorphology, Inc. (JE Fuller). It is our understanding that Douglas County would like to upgrade the culvert crossing at Nye Drive at Johnson Lane Wash. The new culvert crossing will be designed to convey the runoff from the 100-year flow event with the post-construction water surface elevation contained within the existing drainage easement. Based on this information provided, JE Fuller anticipates the engineering services to analyze and design the culvert crossing with 30% Design Plans will cost **\$18,132.00**. The scope of work (SOW) presented below outlines tasks involved and an estimated fee schedule.

**TASK 1- DRAINAGE DESIGN**

**TASK 1.1 – CULVERT ANALYSIS**

Using the results from the existing FLO-2D Model for Johnson Lane Wash, JE Fuller will analyze a culvert designed to convey the 100-year runoff. The methodologies used to will be in accordance with those acceptable by Douglas County.

**TASK 1.2 –SCOUR ANALYSIS**

JE Fuller will determine the scour for Johnson Lane Wash at the location of culvert. The scour depth will be utilized in the design of the bank protection.

**TASK 1.3 – SPLASH PAD ANALYSIS**

Based on the culvert hydraulics determined within Task 1.1, JE Fuller staff will determine the splash pad length, width and rock size.

**TASK 1.4 – POST-CONSTRUCTION MODELING**

Using the combination of the FLO-2D model from Task 1.1 and the proposed crossing structure data determined through the analyses (Task 1.1 – Task 1.3), JE Fuller will develop a post-construction model to evaluate the efficiency of the structure.

**TASK 1.5 – TECHNICAL MEMORANDUM**

JE Fuller will prepare a brief technical memorandum that describes the analyses used for the drainage design. The memorandum will be submitted to Douglas County for review. It is assumed that there will be one round of review comments before finalizing the memorandum.

**FEE ESTIMATE**

The project will be billed as a lump sum contract with a single invoice presented upon completion of the Task 1 and Task 2. The fee estimate table is listed below. All direct expenses, if any, will be billed as pass through expenses (printing and reproduction).

TASK		labor Total	Direct Expenses	Total Fee
<b>Johnson Lane Wash - Culvert Design</b>				
Task 1	Data Collection	\$386.00		\$386.00
Task 2	Culvert Modeling	\$2,580.00		\$2,580.00
Task 3	Scour Analysis	\$1,268.00		\$1,268.00
Task 4	Splash Pad Design	\$764.00		\$764.00
Task 5	Hydrology Memo	\$3,056.00		\$3,056.00
Task 6	Culvert Design/Roadway Crossing Design	\$2,240.00		\$2,240.00
Task 7	Bank Protection Design	\$2,570.00		\$2,570.00
Task 5	30% Concept Plans	\$4,630.00		\$4,630.00
Task 6	Client Meeting and Administration	\$638.00		\$638.00
<b>TOTALS:</b>		<b>\$18,132.00</b>	<b>\$0</b>	<b>\$18,132.00</b>

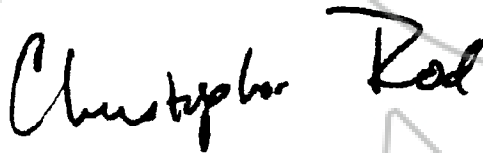
**SCHEDULE**

Based on the current workload, JE Fuller anticipates that project can be completed within 6 weeks from the receipt of the Purchase Order.

Thank you for providing JE Fuller Hydrology and Geomorphology the opportunity to be a member of your team. If you have questions or concerns regarding the proposal, feel free to contact me at (520) 623-3112 or via my email, [chris@jefuller.com](mailto:chris@jefuller.com).

Sincerely,

*JE Fuller/Hydrology & Geomorphology, Inc.*



Christopher B. Rod, P.E.  
Vice President

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

15th day of May, 2020

By [Signature] Deputy