

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name: Ron Roman**

**Department: Public Works**



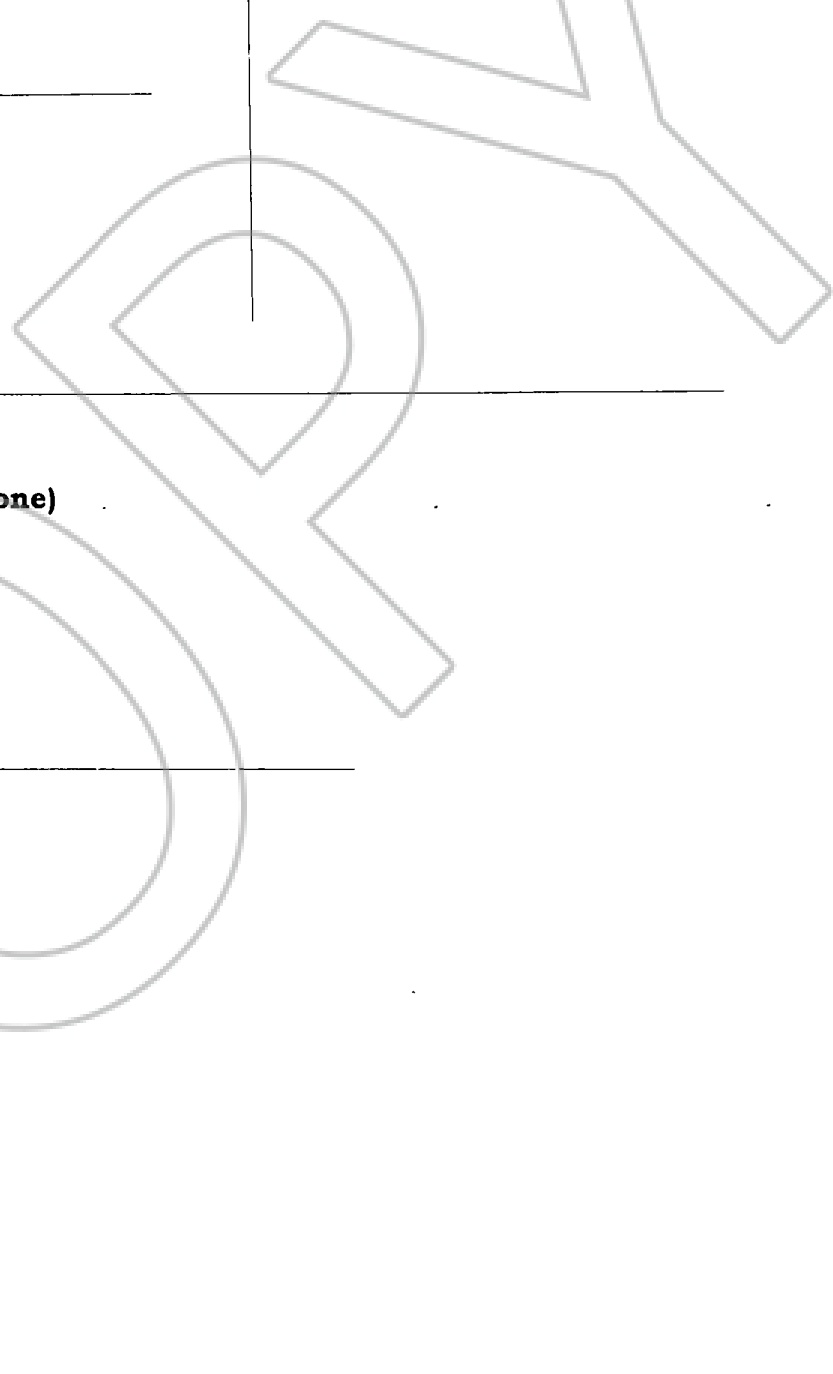
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KAREN ELLISON, RECORDER

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

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

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



FILED  
NO. 2021.042  
3/05/21  
DATE  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY JB DEPUTY

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

***FARR WEST ENGINEERING***

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, a Nevada Corporation***, registered with the Nevada Secretary of State ("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 ("Effective Date"). Time is of the essence in this Contract. ***All work required in Paragraph 4 of this Contract shall be finally completed by no later than December 31, 2021.***

**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:

*Farr West Engineering has entered into a contract with Douglas County to perform services related to water modeling services through December 31, 2021, 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 services related to water modeling services. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibits A through D hereto. Any additional work incorporated by contract amendment will be charged and billed at the rates set forth in Exhibit D.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total of Seven Thousand, Five Hundred Dollars (\$7,500) (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 the other 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. The Contract Documents consist of this document, and Exhibits A, B, C and D. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A, then Exhibit B, then Exhibit C, and finally Exhibit D.

**9. DISPUTE RESOLUTION.** 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.

**10. 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.

**11. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**18. 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.

**19. 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.

**20. 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.

**21. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

**22. WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

**23. 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

**To Contractor:** Farr West Engineering  
Damon McAlister  
5510 Longley Lane  
Reno, NV 89511

**24. 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.

**25. CONSULTANT.** Throughout this Contract, the term "Contractor" shall refer to "Consultant". Except as to its own employees and agents, the Consultant shall have no responsibility for job site safety. Consultant shall not be responsible for means, methods, techniques, or sequence of construction.

**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 12-1-2020  
Brent Farr, P.E. (Date)  
President

**DOUGLAS COUNTY**

By: Philip Ritger 12-03-2020  
Philip Ritger (Date)  
Public Works Director

## EXHIBIT A – SCOPE OF WORK

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### Douglas County Water Modeling Services

#### INTRODUCTION

Douglas County Public Works (County) has selected Farr West Engineering (Farr West) to provide water modeling services in support of land development projects that are submitted to the County's Community Development Department. Work will include preparation of compliance reports and hydraulic modeling results for NDEP approval, as well as modeling services in support of County Public Works.

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

- Task 1 – Compliance Reporting and Modeling
- Task 2 – County Directed Services

#### Task 1 – 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 2 – County Directed Services**

To cover the costs of project work items that are unforeseen by the County, a task budget of \$7,500 is incorporated into this Agreement. Effort will not be charged to this task unless authorized in writing by the County.

DRAFT

**EXHIBIT B**

**SCHEDULE**

<b>Notice to Proceed</b>	<b>December 2020</b>
<b>Preparation of NDEP Compliance Reports and Hydraulic Modeling</b>	<b>December 2020 – December 2021</b>

**COOPER**

**EXHIBIT C**

**BUDGET**

Task 1	Compliance Reporting and Modeling	Each Report will be invoiced separately
Task 2	County Directed Services	\$7,500
<b>TOTAL:</b>		<b>\$7,500</b>

DRAFT

**EXHIBIT D**

**Farr West 2021 Rate Schedule**



**2021 RATE SCHEDULE**

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$172	Building Inspector II	\$70
Senior Engineer II	\$165	Building Inspector I	\$65
Senior Engineer	\$150	Designer III	\$120
Engineer IV	\$140	Designer II	\$110
Engineer III	\$130	Designer I	\$100
Engineer II	\$120	GIS Analyst II	\$140
Engineer I	\$110	GIS Analyst I	\$120
Electrical Engineer in Training II	\$110	GIS Specialist	\$100
Engineer in Training II	\$100	GIS Technician	\$87
Engineer in Training I	\$93	Water Rights Specialist III	\$150
Senior Hydrogeologist	\$160	Water Rights Specialist II	\$130
Hydrogeologist II	\$115	Water Rights Specialist I	\$110
Hydrogeologist I	\$100	Water Rights Technician III	\$105
Electrical Engineer	\$150	Water Rights Technician II	\$95
Construction Inspector III	\$115	Water Rights Technician I	\$75
Construction Inspector II	\$110	Regulatory & Env. Specialist	\$100
Construction Inspector I	\$95	Professional Surveyor	\$140
Project Assistant	\$93	Survey Technician III	\$115
Admin IV	\$100	Survey Technician II	\$100
Admin III	\$90	Survey Technician I	\$80
Admin II	\$80	1 Man Survey Crew	\$140
Admin I	\$65	2 Man Survey Crew	\$220
Intern	\$45	Utility Operator	\$120

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. 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.

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

25<sup>th</sup> day of March, 2021

By Clanya Bouda Deputy

November 2020