

DOC # 0644016
05/10/2005 02:30 PM Deputy: KLJ
OFFICIAL RECORD
Requested By:
D C/COMMUNITY DEVELOPMENT

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 33 Fee: 0.00
BK-0505 PG-04252 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: MAY 10, 2005

Recording Requested By:

Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2005.086

(Title of Document)

FILED

2005.086

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2005 MAY 10 AM 9:48

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

BARBARA REED
CLERK

PEZONELLA ASSOCIATES. INC.

NAME AND TITLE OF INDEPENDENT CONTRACTOR

520 EDISON WAY, RENO, NV. 89502

ADDRESS OF INDEPENDENT CONTRACTOR

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 he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

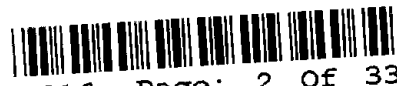
NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

- Exhibit A--General Conditions for Contracts.
- Exhibit B--Scope of Services: Pezonella proposal PW 05-035, dated February 23, 2005
- Exhibit C--Contract Time: December 31, 2005 with possible 1 year extension.
- Exhibit D--Compensation Schedule: Pezonella SCHEDULE OF CHARGES dated April 1, 2004.

Except as otherwise specifically provided herein, no other documents shall be part of this contract.

2. WORK TO BE PERFORMED. Except as otherwise provided in this contract, Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described in Exhibit B.



3. PERIOD OF PERFORMANCE. Contractor shall perform and complete all work within the time periods set forth in Exhibit C. The time periods set forth in Exhibit C may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Contractor shall begin performance upon receipt of a Notice to Proceed from the County.

4. COMPENSATION. Contractor agrees to perform the work on a time and material basis which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibit D and Pezonella's proposal #PW 02-031. Unless otherwise provided in Exhibit D or unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.

2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The County will pay for work satisfactorily completed by Contractor. The County will pay Contractor within 30 days of approval by the County of the submitted invoice forms and progress reports. No payments will be made by the County until the invoice forms and progress reports have been submitted and approved. The parties expressly agree that progress payments shall not exceed the amounts for any particular task or phase of work set forth in Exhibit C and may be made in accordance with General Condition ¶ 14.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

COUNTY REPRESENTATIVE:

CONTRACTOR REPRESENTATIVE:

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The County or Contractor may change the address or representative by giving written notice to the other party.

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

Raymond M. Legonick P.E. President 4/19/05
Independent Contractor (date)

[Signature] 5/5/05
Board of County Commissioners (date)

ATTEST:

Barbara Reed 5-6-05
County Clerk (date)
By: L. Lynch, Clerk to Board
Approved as to form by:

N/A
District Attorney (date)



**EXHIBIT A
GENERAL CONDITIONS**

1.	DEFINITIONS	GC-3
2.	INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE	GC-3
3.	STANDARD OF CARE	GC-3
4.	COUNTY REPRESENTATIVE	GC-5
5.	CHANGES TO SCOPE OF WORK	GC-5
6.	COUNTY COOPERATION	GC-5
7.	DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC-6
8.	CONSTRUCTION AND INTERPRETATION OF CONTRACT	GC-6
9.	DISPUTE RESOLUTION	GC-6
10.	TERMINATION OF CONTRACT	GC-7
11.	NO DAMAGES FOR DELAY	GC-8
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25.	TAXES	GC-15
26.	NON-WAIVER OF TERMS AND CONDITIONS	GC-16
27.	RIGHTS AND REMEDIES	GC-16
28.	PROHIBITED INTERESTS	GC-16
29.	THIRD PARTY INTERESTS AND LIABILITIES	GC-17
30.	SURVIVAL OF RIGHTS AND OBLIGATIONS	GC-17
31.	SEVERABILITY	GC-17
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COOPER

1. DEFINITIONS. Unless otherwise required by the context, "Contractor" includes any of the Contractor's consultants, subconsultants, contractors, and subcontractors

Unless otherwise required by the context or unless no County Representative is designated under General Condition ¶ 4 of this agreement, "County" means the person designated under General Condition ¶ 4 of this agreement.

2. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, subconsultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the County and Contractor, and nothing in this contract shall create any contractual relationship between the County and Contractor's consultants, subconsultants, contractors, or subcontractors. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 284.173, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the County;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor further agrees, if applicable (and Contractor bears the sole responsibility for producing proof satisfactory to the County that these provisions are not applicable to Contractor), as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract to provide the County with a certificate of a qualified insurer in accordance with NRS 616B.627 certifying that the contractor has complied with the provisions of chapters 616A to 626D of NRS. Contractor also agrees, if applicable and before commencing any work under the contract, to complete and to provide the following written request to its insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the Insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 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 Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees, if not exempt, to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that 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. 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 its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

3. STANDARD OF CARE. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment which are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the County may have, Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Contractor's failure to perform in accordance with this standard of care. Any approval by the County of any products or services furnished or used by Contractor shall not in any way relieve Contractor of the responsibility for professional and technical accuracy and adequacy of its work. County review, approval, or acceptance of, or payment for any of Contractor's work under this contract shall not operate as a waiver of any of the County's rights or causes of action under this contract, and Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

Contractor shall furnish competent and skilled personnel to perform the work under this contract. The County reserves the right to approve key personnel assigned by Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Contractor without the prior written approval of the County, except in the event of termination of employment. Contractor shall, if requested to do so by the County, remove from the job any personnel whom the County determines to be incompetent, dishonest, or uncooperative.



4. COUNTY REPRESENTATIVE. The County may designate a County representative for this contract. If designated, all notices, project materials, requests by Contractor, invoice forms, and progress reports, and any other communication about the contract shall be addressed or be delivered to the County Representative.

5. CHANGES TO SCOPE OF WORK. N/A

6. COUNTY COOPERATION. The County agrees that its personnel will cooperate with Contractor in the performance of its work under this contract and that such personnel will be available to Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The County also agrees to provide Contractor with access to County records in a reasonable time and manner and to schedule items which require action by the Board of County Commissioners in a timely manner. The County and Contractor also agree to attend all meetings called by the County or Contractor to discuss the work under the Contract, and that Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the County.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES. Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the County in writing, and has concluded that the County's resolution of each matter is satisfactory to Contractor. All future questions Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the County within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Contractor's question or position. The County representative shall render a decision within 15 calendar days. The County's decision on the matter is final and accepted by Contractor as final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Contractor prior to having received the County's resolution shall be at Contractor's risk and expense. At all times, Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the County. Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. CONSTRUCTION AND INTERPRETATION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

9. DISPUTE RESOLUTION. Any dispute not within the scope of ¶ 7 shall be resolved under this paragraph. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation



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between the County Representative and a Contractor representative. At all times, Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the County. If the dispute is not resolved within 30 days, either party may request that the dispute be submitted to the County Manager for final resolution. The decision of the County Manager shall be final and binding on the parties. If either party is dissatisfied with the decision of the County Manager, that party may immediately terminate the contract under this paragraph, with Contractor being entitled to compensation for work actually and satisfactorily performed up to the time of the termination and the County being entitled to all contract materials in accordance with ¶ 21 and compensation for any additional damages or expenses incurred in completing the work under the contract, including, without limitation, the costs of securing the services of other independent contractors.

10. TERMINATION OF CONTRACT

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. Except as otherwise provided in ¶ 2, the County, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the County chooses to terminate, abandon, or suspend all or part of the project, it shall provide Contractor 10 days written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the County of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the County any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the County to resume performance.

In the event of a termination, abandonment, or suspension at will, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount



shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE. This agreement may be terminated by the County on 10 calendar days written notice to Contractor in the event of a failure by Contractor to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the County, pursue the project or to complete work in a timely and professional manner. Contractor shall be given an opportunity for consultation with the County prior to the effective date of the termination. Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Contractor, the County fails to pay Contractor for 30 days after the date of approval of any submitted invoice forms and progress reports.

In the event of a termination for cause, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the County by reasons of Contractor's failure. Contractor shall not be relieved of liability to the County for damages sustained from the failure, and the County may withhold any payment to the Contractor until such time as the exact amount of damages due to the County is determined. All claims for payment by the Contractor must be submitted to the County within 30 days of the effective date of the notice of termination.

If after termination for the failure of Contractor to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the County, pursue the project or to complete work in a timely and professional manner, it is determined that Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, an equitable adjustment in the compensation paid to Contractor shall be made by the County. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

C. GENERAL PROVISIONS FOR TERMINATION. Upon termination of the contract, the County may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, the County shall have the right to solicit applications for employment from any employee of the Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Contractor's control.



11. NO DAMAGES FOR DELAY. Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time which the County may provide.

12. INSURANCE. Contractor shall carry and maintain in effect during the performance of services under this contract worker's compensation and employer's liability insurance covering the Contractor's employees in accordance with statutory requirements, professional liability insurance, general liability insurance, and such other insurance coverage normally carried by Contractor insuring against the injury, loss, or damage to persons and property caused by Contractor's activities. Any additional insurance as may be required shall be as set forth below. Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers and forms of policy satisfactory to the County, acceptance of which shall not be unreasonably withheld. None of the requirements as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the contract. Unless specifically set forth below, the County shall not maintain any insurance on behalf of Contractor.

Contractor will provide the County with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within 10 calendar days after the notice of award is issued by the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of Nevada.

A. Each insurance company's rating as shown in the latest Best's Key rating guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the County.

B. The County and its officers and employees must be expressly covered as additional insured, except on professional liability and workers compensation coverage.

C. Contractor's insurance shall be primary as respects the County and its officers and employees.

D. Contractor's general liability insurance policies shall provide coverage for Contractor's contractual liability to the County. The parties further agree that Contractor or its insurance carrier shall provide the County with 30 days advance notice of cancellation of the policies.



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E. All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.

F. If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, the Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.

G. Contractor shall obtain and maintain, for the duration of this contract, general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this contract by Contractor or its agents, representatives, or employees. No separate payment shall be made by the County for the cost of such insurance.

H. General liability coverage shall be on a "per occurrence" basis only and not "claims made." The coverage must be provided either on a Commercial General Liability Form A or a Broad Form Comprehensive General Liability form. The parties agree that no exceptions will be permitted to the coverage provided in such forms. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form property damage, premises operations, severability of interest, products and completed operations, contractual and independent contractors. General liability insurance policies shall be endorsed to include the County as an additional insured. Subject to ¶ F of this section, Contractor shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damages.

I. Contractor shall obtain and maintain, for the duration of this contract, automobile coverage which must include, but need not be limited to, coverage against claims for injuries to persons or damages to property which may arise from or in connection with the use of any automobile in the performance of work under this contract by Contractor or its agents, representatives, or employees. Subject to ¶ F of this section, Contractor shall maintain limits of no less than \$1,000,000 combined single limit "per occurrence" for bodily injury and property damage.

J. Contractor shall obtain and maintain professional liability coverage in a form acceptable to the County in an amount of \$500,000 per claim, \$500,000 annual aggregate. If Contractor's retention or deductible is greater than \$25,000, Contractor shall demonstrate upon request of the County to the County's satisfaction Contractor's ability to fund the retention or deductible.

K. If contractor fails to maintain any of the required insurance coverage, then the County will have the option to declare Contractor in breach and terminate the contract, or the County may purchase replacement insurance or



pay the premiums that are due on existing policies in order that the required coverage is maintained. Contractor is responsible for any payments made by the County to obtain or maintain such insurance, and the County may collect the same from Contractor or deduct the amount paid from any sums due Contractor under this contract.

L. The specified insurance requirements do not relieve Contractor of its responsibility or limit the amount of its liability to the County or other persons, and Contractor is encouraged to purchase such additional insurance as it deems necessary.

M. Contractor is responsible for and required to remedy all damage or loss to any property, including property of the County, caused in whole or in part by Contractor or anyone employed, directed, or supervised by Contractor.

13. FISCAL CONTINGENCY. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with Nev.Rev.Stat. § 354.626, Nev.Rev.Stat. § 244.320, 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 at the end of any fiscal year in which the county fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

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 the agreement. 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.

14. RETENTIONS. Review by the County of Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the County. If there is insufficient information, the County may require Contractor to submit additional information. Unless the County, in its sole discretion, decides otherwise, the County shall pay Contractor in full within 30 days of approval of the submitted monthly invoice forms and progress reports. No retention will be withheld from payment.

15. COMPLIANCE WITH APPLICABLE LAWS. Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, 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 immigration and naturalization laws, and



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the Americans With Disabilities Act. Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the County in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. NONDISCRIMINATION. If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Contractor agrees to the following terms. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for employment which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Contractor acknowledges that it is aware of and is fully informed of Contractor's obligations under Executive Order 11,246 and, where applicable, shall comply with the requirements of the Order and all other orders, rules, and regulations promulgated under the Order unless exempted from therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in this contract.

Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and subconsultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Contractor under this contract.

In connection with the performance of work under this contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



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Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Contractor shall constitute a material breach of the contract.

17. FEDERAL SUBCONTRACTING REQUIREMENTS. If Contractor awards a subcontract under this contract, Contractor, if applicable, shall use the following alternative steps:

- a. Placing Small Businesses in Rural Areas (SBRAs) on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
- f. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in ¶¶ a-e.

If applicable, Contractor agrees to complete and submit to the County a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within 30 days after the end of each fiscal quarter until the end of the contract.

18. CONTRACTOR ENDORSEMENT. Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Contractor or under its direction as required under the laws of the State of Nevada.

19. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING. Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the County. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the County is void. Any consent of the County to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.



20. COUNTY INSPECTION OF CONTRACT MATERIALS. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

21. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination, or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of four years after final payment is made 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 shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

22. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 21), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. § 0.039, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Contractor. The County shall have the right to reproduce any such materials.

Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or



infringement of the copyright or patent laws of the United States or of any other nation. Contractor agrees to indemnify, to defend, and to hold harmless the County, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Contractor infringes any patent.

Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

23. INDEMNIFICATION. Regardless of the coverage provided by any insurance, Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees. Contractor hereby indemnifies and shall defend and hold harmless the County, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of Contractor's employees, whether arising before or after completion of the work under this contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

24. FINAL ACCEPTANCE. Upon completion of all work under the contract, Contractor shall notify the County in writing of the date of the completion of the work and request confirmation of the completion from the County. Upon receipt of the notice, the County shall confirm to Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Contractor with a written list of work not completed. With respect to work listed by the County as incomplete, Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the County shall be the date upon which the Douglas County Board of County Commissioners accepts and approves the notice of completion.



25. TAXES. Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Contractor hereby indemnifies and holds harmless the County from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

26. NON-WAIVER OF TERMS AND CONDITIONS. None of the terms and conditions of this contract shall be considered waived by the County. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the County in a written waiver.

27. RIGHTS AND REMEDIES. The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

28. PROHIBITED INTERESTS. Contractor shall not allow any officer or employee of the County to have any indirect or direct interest in this contract or the proceeds of this contract. Contractor warrants that no officer or employee of the County has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Contractor. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the County. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If County determines that a conflict exists and was not disclosed to the County, it may terminate the contract at will or for cause in accordance with ¶ 10.

In the event Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, County may terminate the contract at will or for cause in accordance with ¶ 10. Upon termination, Contractor shall refund to the County any profits realized under this contract, and Contractor shall be liable to the County for any costs incurred by the County in completing the work described in this contract. At the discretion of the County, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the

performance of this contract. If County determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with ¶ 10.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the County under this contract or at law.

29. THIRD PARTY INTERESTS AND LIABILITIES. The County and Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party, and this agreement is entered into for the exclusive benefit of the County and Contractor.

30. SURVIVAL OF RIGHTS AND OBLIGATIONS. The rights and obligations of the parties which by their nature survive termination or completion of this contract shall remain in full force and effect.

31. SEVERABILITY. In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the Nevada legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

32. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT. This contract constitutes the entire contract between the County and Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.





Geotechnical & Environmental Engineers & Geologists

520 EDISON WAY • RENO, NEVADA 89502
FAX

• (775) 856-5566
• (775) 856-6042
www.pezonella.com

February 23, 2005

Douglas County Community Development
P.O. Box 218
Minden, Nevada 89423

Mr. Ed Mason, Associate Civil Engineer

Proposal PW 05-035
Material Testing, Special Inspection and Public Works Improvements
Douglas County 2005

Mr. Mason:

Following the review of your request for proposal, we are pleased to submit our qualifications, certifications, and pricing to provide material testing, special inspection, and public works inspection services for the upcoming Douglas County projects.

We understand that the projects will consist of:

- **Transportation Projects**
- **Public Facility Projects**
- **Water Systems Projects**
- **Sewer Systems Projects**

Scope of Work

We propose to provide qualified professionals: Principal Engineer, Project Engineer, Environmental Manager, Special Inspector, Field Technicians and Laboratory Technician to perform testing and inspection in accordance with the project plans, specifications and applicable local building and engineering codes. The determination of scope of project will be discussed in a pre-project meeting between Douglas County's Project Manager and Ken Chalk of Pezonella Associates, Inc. who will act as the primary contact. This pre-construction meeting will be used as a budgeting tool for both Douglas County and Pezonella Associates. Resumes and certifications of our staff are enclosed for your review.

Based on our experience we understand that our work will require Field Technician(s) to assist the County Project Manager by providing materials testing and construction testing as directed by Douglas County. Inspection Services will also be provided as directed by Douglas County Community Development. Daily field reports will be prepared by our technicians via laptop computer to expedite the paperwork process. As deemed necessary, when departing the job site the Pezonella Field Engineer will present an authorized Douglas County representative a field ticket for signature and a copy will be left for your records.

Material Testing, Special Inspection and Public Works Improvements
2005 Douglas County
February 23, 2005 - Page 2

Similar Projects Completed:

Pezonella Associates, Inc. has provided numerous Geotechnical Reports, Environmental Investigations, Construction Inspection and Material Testing for projects in Douglas County and we are aware of the importance of our role in keeping projects on target. We are very familiar with subsurface soil conditions in the Minden/Gardnerville and Lake Tahoe areas, and have provided opinions and recommendations concerning material testing, special inspection, and public improvements to several clients including Douglas County. Some of the projects completed or under construction are as follows:

CLIENT: DOUGLAS COUNTY COMMUNITY DEVELOPMENT

WATERLOO IMPROVEMENTS, June 2000
CONSTRUCTION TESTING
GARDNERVILLE, NV

KAHLE DRIVE, June 2000
CONSTRUCTION TESTING
DOUGLAS COUNTY @ TAHOE INTERSECTION

DOUGLAS COUNTY 2000 ROAD SEAL, June 2000
CONSTRUCTION TESTING
90 ROADS IN DOUGLAS COUNTY

UPPAWAY WATER SYSTEM IMPROVEMENT PROJECT PHASE 11, JULY 2000
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

DOUGLAS COUNTY - GRAVEL ROAD DESIGN, August 2000
GRAVEL ROAD DESIGN
DOUGLAS COUNTY, NV

DOUGLAS CO. TRANSFER STATION & RECYCLE CENTER, September 2000
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

JOHNSON LANE & TILLMAN LANE OVERLAYS, September 2000
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

TOLER & ELGES STREET EVALUATION, January 2001
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

DCCD MONO AVENUE ASBESTOS SURVEY, March 2001
ASBESTOS SURVEY
1593 MONO AVENUE, MINDEN, NV



Material Testing, Special Inspection and Public Works Improvements
2005 Douglas County
February 23, 2005 - Page 3

CLIENT: DOUGLAS COUNTY COMMUNITY DEVELOPMENT, Continued

DCCD VOGUE CLEANERS ASBESTOS SURVEY, March 2001
ASBESTOS SURVEY,
ESMERALDA AVENUE, DOUGLAS COUNTY, NV

FOOTHILL SEWER PROJECT, June 2001
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

GENOA WATER TANK, June 2001
GEOTECHNICAL INVESTIGATION
DOUGLAS COUNTY, NV

GENOA WATER TANK, December 2001
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

LOOP ROAD IMPROVEMENTS, June 2001
CONSTRUCTION TESTING
INTERSECTION OF LAKE PARKWAY & HWY 50

DOUGLAS COUNTY 2001 ROAD SEAL, June 2001
CONSTRUCTION TESTING

NORTH COUNTY UTILITIES/TOPSY LAND IMPROVEMENTS, August 2001
CONSTRUCTION TESTING
DOUGLAS COUNTY

DOUGLAS COUNTY PARKING GARAGE, August 2001
CONSTRUCTION TESTING & SPECIAL INSPECTION
DOUGLAS COUNTY

RECORD STORAGE BUILDING, September 2001
CONSTRUCTION TESTING
DOUGLAS COUNTY

CHINA SPRINGS YOUTH CAMP, September 2001
CONSTRUCTION TESTING
SOUTH OF GARDNERVILLE, DOUGLAS COUNTY

ZEPHYR COVE WATERLINE, October 2001
CONSTRUCTION TESTING
DOUGLAS COUNTY



Material Testing, Special Inspection and Public Works Improvements
2005 Douglas County
February 23, 2005 - Page 4

CLIENT: DOUGLAS COUNTY COMMUNITY DEVELOPMENT, Continued

FOOTHILL STORM DRAIN, November 2001
CONSTRUCTION TESTING
ZEPHYR COVER, NV

MERHTENS PUBLIC ROAD, April 2002
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

SOUTH AIRPORT WATERLINE, June 2002
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

FISH SPRINGS ROAD, July 2002
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

STEPHANIE LANE OVERLAY, August 2002
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

SKY LAND WATER TANK REPLACEMENT, October 2002
GEOTECHNICAL INVESTIGATION
DOUGLAS COUNTY, NV

TOPAZ LAKE BOAT RAMP, October 2002
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

RIDGEVIEW SEWER, December 2002
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

DOUGLAS COUNTY VEHICLE MAINTENANCE ADDITION, March 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

LINCOLN PARK WATER LINE, May 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

LAKE PARKWAY PHASE 2, May 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV



Material Testing, Special Inspection and Public Works Improvements
2005 Douglas County
February 23, 2005 - Page 5

CLIENT: DOUGLAS COUNTY COMMUNITY DEVELOPMENT, Continued

SKYLAND TANK, August 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

VICKY LANE OVERLAY, August 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

WATERLOO OVERLAY, August 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

DRAYTON BOULEVARD, August 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

LAMPE PARK LIGHT INSTALLATION, September 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

STODICK PARK PHASE 2, November 2003
CONSTRUCTION TESTING
MINDEN, NV

JACK'S VALLEY ELEMENTARY SCHOOL BIKE PATH, November 2003
CONSTRUCTION TESTING
JACK'S VALLEY, NV

MEADOWLARK, November 2003
CONSTRUCTION TESTING
GENOA, NV

MINDEN INN, December 2003
CONSTRUCTION TESTING
MINDEN, NV

DOUGLAS COUNTY UTILITIES OFFICE BUILDING, December 2003
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

RIDGEVIEW SEWER - PHASE 11, April 2004
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV



Material Testing, Special Inspection and Public Works Improvements
2005 Douglas County
February 23, 2005 - Page 6

CLIENT: DOUGLAS COUNTY COMMUNITY DEVELOPMENT, Continued

JOHNSON LANE FILL STATION, May 2004
CONSTRUCTION TESTING
DOUGLAS COUNTY, NEVADA

TOLER LANE - CORING, June 2004
CORING
DOUGLAS COUNTY, NEVADA

OLD COURTHOUSE, June 2004
CONSTRUCTION TESTING
MINDEN, NEVADA

MINDEN JUDICIAL, July 2004
CONSTRUCTION TESTING
MINDEN, NEVADA

FISH SPRINGS OVERLAY, November 2004
CONSTRUCTION TESTING
GARDNERVILLE, NEVADA

FOOTHILL SEWER EXTENSION, December 2004
CONSTRUCTION TESTING
DOUGLAS COUNTY, NEVADA

NORTH VALLEY SPECIFIC PLAN AREA PROJECT #1, December 2004
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

P51 @ MINDEN AIRPORT, February 2005
CONSTRUCTION TESTING
MINDEN, NEVADA

CLIENT: DOUGLAS COUNTY PARKS & RECREATION DEPARTMENT

KAHLE COMMUNITY CENTER, August 1999
CONSTRUCTION TESTING & SPECIAL INSPECTION
GARDNERVILLE, NEVADA

LAMPE PARK PARKING LOT IMPROVEMENTS, January 2000
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV

HERBIG SKATE PARK, November 2000
CONSTRUCTION TESTING
DOUGLAS COUNTY, NV



Material Testing, Special Inspection and Public Works Improvements
2005 Douglas County
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CLIENT: DOUGLAS COUNTY PUBLIC WORKS

JAIL ADDITION TAHOE, September 1990
CONSTRUCTION TESTING
LAKE TAHOE, NV

MINDEN SECURITY PARKING, January 2000
CONSTRUCTION TESTING
MINDEN, NV

CLIENT: DOUGLAS COUNTY SEWER IMPROVEMENT DISTRICT #1

BUCKEYE/DANBURG MONITORING, January 99
QUARTERLY WELL MONITORING
DOUGLAS COUNTY, NEVADA

PARK CATTLE COMPANY – WELLS, March 2000
MONITOR WELL INSTALLATION
DOUGLAS COUNTY, NV

DCISD PARK CATTLE COMPANY - MW-4, May 2001
MONITOR WELL INSTALLATION
MULLER LANE, CARSON VALLEY NEAR MINDEN, NV

SETTLEMAYER RANCH WELL ABANDONMENT, January 2004
ABANDONMENT OF MONITOR WELL #3
DOUGLAS COUNTY, NV

DESID ROUND HILL SEWAGE TREATMENT PLANT
ABANDONMENT OF MONITOR WELL #1
LAKE TAHOE, NV

We are AASHTO accredited for Bituminous Mixtures as well as being on file with Nevada's Department of Transportation as a pre-qualified Laboratory. Our staff is certified by the Nevada Alliance for Quality Transportation Construction (NAQTC). We have an extensively equipped full service laboratory.

We have state of the art equipment for asphalt testing that includes; reflux for oil extraction, a complete set of equipment for compaction, flow and stability measurement. We also have specialized electronic equipment (Troxler-4640) for Asphalt content measurement and asphalt density measurement in the field. Our engineers and technicians are equipped with cellular phones to ensure that communication and response time are efficient.

The Asphalt Concrete Laboratory analysis consists of Extraction (ASTM D-2172), Gradation (ASTM D-136), Theoretical Specific Gravity (ASTM D-2041), Density (ASTM D-2726), Stability and Flow (ASTM D-1559), and Core Density (ASTM D-2726).



Material Testing, Special Inspection and Public Works Improvements
2005 Douglas County
February 23, 2005 - Page 8

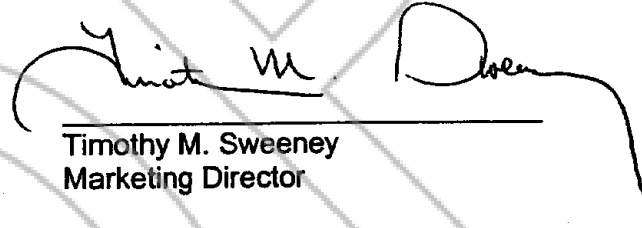
At completion of each project a bound project report will be compiled including all daily field reports, correspondence, and laboratory results for your records.

We propose to perform the work on a time and expense basis as set forth in the attached schedule of charges. We will give a professional discount of 5%, with no charge for nuclear densometer, coring machine, coring barrels, and the understanding that billable hours will be invoiced for the on-site technician or inspector time.

We appreciated the opportunity to work with Douglas County during the previous contract period and are looking forward to being of service in the future. If you have any questions, please do not hesitate to contact us.

Truly Yours,

PEZONELLA ASSOCIATES, INC.



Timothy M. Sweeney
Marketing Director





Pezonella Associates, Inc.

Geotechnical & Environmental Engineers & Geologists

520 EDISON WAY • RENO, NEVADA 89502

FAX

• (775) 856-5566

• (775) 856-6042

www.pezonella.com

SCHEDULE OF CHARGES (Effective April 1, 2004)

ENGINEERING CONSULTATION

Principal Engineer, Geologist.....	\$130.00 per hr.
Senior Engineer, Geologist.....	100.00 per hr.
Staff Engineer, Geologist.....	85.00 per hr.
Drafting	49.00 per hr.
Clerical	45.00 per hr.

ENVIRONMENTAL CONSULTATION

Environmental Manager, Engineer	\$135.00 per hr.
Senior Environmental Engineer, Geologist.....	105.00 per hr.
Project Environmental Engineer, Geologist.....	90.00 per hr.
Staff Environmental Engineer, Geologist.....	87.00 per hr.
Environmental Field Technician.....	67.00 per hr.

INSPECTION AND CONSTRUCTION TESTING

Field Manager	\$85.00 per hr.
Steel Inspection and Testing (AWS)	69.00 per hr.
Special Inspector, Uniform Building Code	62.00 per hr.
Public Improvement Inspection (NAQTC) (QAP)	59.00 per hr.
Engineering Technician (Field Density Testing, Percolation Testing, Concrete Sampling)	52.00 per hr.
Field Assistant.....	44.00 per hr.
Overtime Rate (over normal 8 hours per day).....	1.2 Times regular rate
Sundays and Holidays	1.5 Times regular rate

DRILLING

Environmental Drilling (Drill-Rig, Licensed Driller, Staff Geologist and Support Truck)	\$190.00 per hr.
Environmental Drilling (Drill-Rig, Licensed Driller, Helper and Support Truck).....	140.00 per hr.
Geotechnical Drilling (Drill-Rig, Driller, Staff Geologist and Support Truck).....	170.00 per hr.
Drilling (Drill-Rig, Driller, Driller's Assistant and Support Truck)	130.00 per hr.
Mob/DeMob (Drill-Rig and Support Truck)	115.00 per hr.
Drill Bits, Casing or Other Supplies Expended on Job.....	Cost + 15%
Overtime Rate (over normal 8 hours per day)	1.2 Times regular rate
Sundays and Holidays.....	1.5 Times regular rate

EQUIPMENT

Backhoe	Cost + 15%
Concrete Coring Machine (including Generator)	\$25.00 per hr.
Core Barrel Usage Charge	5.00 per in.
Generator (120/220 v or 3.5KW).....	5.00 per hr.
Nuclear Densometer	12.00 per hr.
Datascan (Reinforcement Bar Locator)	25.00 per hr.
Seismic Timer (Bison).....	15.00 per hr.



Schmidt Hammer.....	12.00 per hr.
Enerpac RCH 154/RCH 202	12.00 per hr.
Skidmore Wilhelm Bolt Tension Calibrator	35.00 per hr.
Torque Wrench.....	12.00 per hr.
Nortec Ultrasonic NDT - 131	40.00 per hr.
Krautkramer USN52L	40.00 per hr.
Trailer with Equipment (Generator, Welder, Steam Cleaner).....	160.00 per day
Vehicle with Sampling Equipment (includes Air Meter & Slump Cone - does not include Field Density Equipment)	17.00 per hr.
Windsor Probe.....	5.00 per hr. + Probe Shots @ 40.00 per set
Outside Services (Misc. Equipment, Special Laboratory Services).....	Cost + 15%

ENVIRONMENTAL EQUIPMENT

Stainless Steel Evacuated Cylinders (Air Sampling)	Cost + 15%
Photoionization Detector (PID)	\$105.00 per day
Purge Pump.....	23.00 per day
Disposal Tubing.....	0.40 per foot
Water Level Probe.....	20.00 per day
Brass/Stainless Soil Tubes.....	7.00 each
Disposable Bailers	8.00 each
Oil/Water Interface Probe.....	50.00 per day
55 Gallon Drum.....	Cost + 15%
Well Supplies.....	Cost + 15%
Purge Pump Truck (16 gpm) - to depths of 220'	60.00 per hour
pH/Conductivity/Temp. Meter (Field Test)	35.00 per day
Environmental Laboratory Analysis.....	Cost + 15%

TRAVEL TIME AND PER DIEM

Travel time charged at regular hourly rate, 8 hrs. maximum per day
 Per Diem..... Motel cost + 35.00 per day/per person

LABORATORY TESTING

Consultation

Laboratory Manager and Special Laboratory Testing and Preparation..... \$78.00 per hour

SOIL AND AGGREGATE TESTS

Compaction

Standard	*D-698	\$155.00 each
Modified 4"	*D-1557	160.00 each
Modified 6"	*D-1557	197.00 each
Check Point	*As Above	6" 78.00 each
		4" 57.00 each

Soil and Aggregate

R-Value, California/Nevada Method, Untreated Material or Field Sample	\$197.00 each
R-Value, California/Nevada Method, Cement, Lime or other Additives, Laboratory Mixed or Reapportioned Samples.....	217.00 each
C.B.R. 100% Compaction..... *D-1883	326.00 each
C.B.R. Other Compaction Effort	476.00 each
Soil Cement or C.T.B. Mix Design	Upon Request
C.T.B. Compression Test (without preparation) .. *D-1633	25.00 each



Soil and Aggregate Properties

Hydrometers without Specific Gravity.....	*D-422	\$155.00 each
Liquid Limit.....	*D-423	65.00 each
Moisture Determination.....	*D-4959	25.00 each
Moisture Determination and Unit weight.....		27.00 each
Organic Content - Soils.....		98.00 each
Free Swell.....		60.00 each
Expansion Index.....	*D-4829	135.00 each
Permeability Tests (Remolded Samples).....	*D-5084	188.00 each
Permeability Tests (Undisturbed Samples).....	*D-5084	160.00 each
Plastic Limit.....	*D-4318	68.00 each
Plasticity Index.....	*D-4318	135.00 each
Resistivity of Soil (Laboratory Measurement).....		90.00 each
Sand Equivalent, Average of 3	*D-2419	90.00 each
Sieve Analysis, Coarse.....	*C-136	81.00 each
Sieve Analysis, Coarse and Fine, Includ. wash.....	*C-136	140.00 each
Sieve Analysis, Fine, Including Wash.....	*C-136	81.00 each
Sieve Analysis, Wash, % Finer than No. 200 Sieve.....	*C-117	64.00 each
Soil Chemistry.....		Upon request
Specific Gravity - Soils.....	*D-854	80.00 each

Shear Strength and Consolidation Tests

Consolidation (with one-time rate).....	*D-2435	\$188.00 each
Percent Swell or Swell Pressure.....	*D-3077	188.00 each
Triaxial Compression (Quick) Per Point		90.00 each
Triaxial Compression (Multi-Stage)		161.00 each
Triaxial Compression (Other Types) Per Point.....		188.00 each
Unconfined Compression Including Moisture Content and Unit Weight.....		86.00 each

Aggregate Quality

Material Quality Review – Base Aggregates, Bedding Sand, etc.		\$54.00 each
Specific Gravity, Absorption - Gravel.....	*C-127	81.00 each
Specific Gravity, Absorption - Sand.....	*C-128	81.00 each
Clay Lumps and Friable Particles	*C-14	91.00 each
Crushed Particle on Sieved Sample.....	*D-5821	86.00 each
Durability Index, Coarse or Fine	*D-3744	124.00 each
Flat and Elongated Particles on Sieved Sample.....	*D-471	108.00 each
Injurious Organic Matter	*C-40	64.00 each
Lightweight Pieces in Aggregate.....	*C-123	102.00 each
Los Angeles Rattler Test, 500 Revolutions.....	*C-131	Upon request
Mortar Making Properties of Sand (2 ages).....	*C-87	161.00 each
Potential Reactivity Test	*C-289	Upon request
Sulfate Soundness (5 Cycles) per Sieve Size	*C-88	108.00 each
Unit Weight.....	*C-29	76.00 each
Angularity.....		86.00 each

CONCRETE

Cement Content of Hardened Concrete.....		Upon request
Compression Test, Concrete Cylinder.....	*C-39	\$25.00 each



Compression Test on Cored Concrete Specimens	25.00 each
Compression Test, Lightweight Insulating Concrete	25.00 each
Compression Test, Grout	25.00 each
Compression Test, Gunite	30.00 each
Compression Test, Masonry Units, (Prisms)..... *E-447	129.00 each
Compression Test, Mortar	25.00 each
Compression Test on Pipe, Based on Pipe Diameter	Upon Request
Compression Test, Masonry Block..... *C-140	76.00 each
Concrete Mix Design (does not include aggregate or concrete tests).....	110.00 each
Cylinder Molds	2.00 each
Drying Shrinkage Test by ASTM or California Test Method, Set of 3.....	Upon Request
Flexural Strength, Concrete Beam	91.00 each
Laboratory Trial Batch, not including Testing of Specimens	215.00 each
Modulus of Elasticity Test on 6" x 12" Concrete Cylinder	110.00 each
Review of Concrete Mix Designs	124.00 each
Splitting Tensile Strength Test 6" x 12"..... *C-496	55.00 each
Unit Weight of Concrete Cylinders	37.00 each
Moisture Content of Masonry Block..... *C-140	37.00 each
Absorption of Masonry Block	52.00 each
Moisture Test Kits Only for concrete floors	30.00 each

ASPHALT

Built-up Roof Sample Analysis (One Square Foot Coupon).....	\$135.00 each
Complete Design of Wearing Surface for a Given Asphalt and Aggregate, State of California or Marshall Method	Upon Request
Extraction, Percent Bitumen	129.00 each
Film Stripping	56.00 each
Review of Asphalt Mix Design	124.00 each
Flash Point	62.00 each
Marshall Stability and Flow, Set of 3 (without mixing)*D-1559	135.00 each
Moisture Content (Xylene Reflux Method)..... *D-1461	92.00 each
Penetration Test, Each Temperature	40.00 each
Stabilometer Test, including Mixing Sample..... *D-1560	Upon Request
Stabilometer Test, on Premixed Sample	Upon Request
Swell Test	62.00 each
Unit Weight of Asphalt Core or Compacted Sample *D-2726	49.00 each
Theoretical Specific Gravity	81.00 each
Emulsion pH	60.00 each
Emulsion Sieve Test	75.00 each
Emulsion Residue By Evaporation..... *D-244	110.00 each
Emulsion Viscosity @ 77°	110.00 each
Recovery from deformation of Emulsion Residue.. Calif. 322.....	120.00 each

METALS

Bend Test	\$30.00 each
Deformation, Reinforcing Steel.....	28.00 each
Machining Costs	Cost + 20%
Pre-Stress Wire, Tensile and Elongation.....	55.00 each
Pre-Stress Wire, Tensile and Elongation.....	55.00 each
Proof Test on Post-tension Assembly	Upon Request
Tensile up to 5/8"	40.00 each
Greater than 5/8"	75.00 each
Tensile and Bend as a Set	
Up to 3/4" Cross Sectional Area.....	55.00 each
Greater than 3/4"	60.00 each



Weight of Coating, Set of 3..... 55.00 each
 Yield, Tensile & Elongation of Reinforcing Steel up to & including #5..... 54.00 each
 Yield, Tensile & Elongation of Reinforcing Steel over #5 70.00 each

BOLT TESTING

Bolts
 Proof Load..... Upon Request
 Ultimate Load Upon Request
 Hardness Upon Request

Nuts
 Proof Load..... Upon Request
 Hardness Upon Request

Washers
 Hardness Upon Request

WELDING QUALIFICATIONS - STRUCTURAL STEEL - PHYSICAL TEST METHOD (ASME, AWS, API, TITLE 21)

Witnessing of Operator and Procedure \$70.00 per hr.

Operator Performance Tests

Groove Weld
 Limited Thickness Upon Request
 Unlimited Thickness Upon Request

Pipe Welding
 1G and 2G Position Upon Request
 3G and 4G Position Upon Request

Procedure Tests

Groove Weld
 Limited Thickness Upon Request
 Unlimited Thickness Upon Request

Pipe Welding
 1G and 2G Position Upon Request
 3G and 4G Position Upon Request

Light Gauge Structural Metals

Light Gauge Butt Weld, Vertical and Overhead..... \$140.00 per set
 Plug Weld Test 100.00 per set

*All Tests are conducted in accordance with ASTM Standards unless otherwise specified.

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 10 2005
 B. K. K... Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By [Signature] Deputy