

DOC # 0726394
07/09/2008 10:15 AM Deputy: SD

OFFICIAL RECORD

Requested By:

DC/MINDEN TAHOE AIRPORT

Assessor's Parcel Number: N/A

Date: JULY 8, 2008

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 13 Fee: 0.00
BK-0708 PG-1300 RPTT: 0.00



Name: SONJA, MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2008 140

(Title of Document)

FILED

NO. 2008.140

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

(Rev Oct, 2004)

2008 JUL -8 PM 2:35

A CONTRACT BETWEEN DOUGLAS COUNTY

BARBARA J. GRIFFIN
CLERK

AND

[Signature]
DEPUTY

MEAD & HUNT INC.

SANTA ROSA OFFICE
133 AVIATION BOULEVARD SUITE 100
Santa Rosa, California 95403

WHEREAS, Douglas County, a political subdivision of the State of Nevada, 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. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

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 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;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor further agrees, 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 work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:



Mead & Hunt Inc. has entered into a contract with Douglas County to perform work from August 1, 2007 to July 31, 2008 and requests that the 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:

Director of Airport Services
Minden-Tahoe Airport
1146 Airport Road
Minden, Nevada 89423

Contractor agrees 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 a qualified 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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows: East Apron Design as detailed Exhibit A Scope of Services.

5. PAYMENT FOR SERVICES. Payment for services set forth in Paragraph (4) shall be in conformance with Exhibit A. The maximum payment under this Contract shall not exceed One Hundred Eighty Three Thousand Dollars (\$183,000.00) without written authorization from the County. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

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

8. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall 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 and all immigration and naturalization laws.

9. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this contract without the prior written consent of the County.

10. COUNTY INSPECTION. 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.

11. 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 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 prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six 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.

12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 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 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 laws of the United States or of any other nation.

13. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless the County, and the employees, officers and agents of the County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

14. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

15. SUSPENSION AND DEBARMENT REQUIREMENTS FOR FEDERAL CONTRACTS. For federally-funded public works, the bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/ contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the solicitation/proposal.

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

Kelly D. Ford July 3, 2008
Douglas County, Chairman (Date)

Board of Commissioners

Lee B. Moen 1-4-08
Contractor (Date)

Lee B. Moen, P.E.
Vice President

Approved as to form by:

Christine M. Schamberger

Deputy District Attorney

CHRISTINE M. SCHAMBERGER

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**EXHIBIT A
SCOPE OF SERVICES**

PROJECT DESCRIPTION

This project consists of the construction of the East Apron as shown on the current Airport Layout Plan, including paving, drainage, tie-down anchors, power service, security lighting, and marking in conformance with FAA Standards.

SCOPE OF WORK

Special Engineering Services

The Engineer shall provide the following special engineering services:

- A. Provide coordination with the FAA and prepare FAA documentation as requested by the County. This work may include preparation of updated Capital Improvement Program, necessary applications, grant amendments, and other FAA required documents.
- B. Conduct a Geotechnical Investigation of the proposed development area to identify subsurface condition and the soils parameters to be used for design. The investigation shall include 6-8 borings to approximately 8-feet below the ground surface and the sampling of subgrade soils for laboratory analysis. Laboratory analysis shall include soil classification, moisture/density relationships, Atturberg limits, plasticity and up to two (2) CBR tests for use in pavement design. The findings of the Geotechnical Investigation will be contained in a Geotechnical Report for inclusion in the Engineers Design Report.
- C. Conduct topographic surveys of the development area as required for design. Elevations will be taken on a 50 foot grid, extending 100-feet beyond the proposed development. A digital terrain model and a topographic map will be developed for use in design.

Basic Engineering Services

Based upon the geotechnical investigation and topographic survey, provide engineering design services to include the following:

- A. Conduct preliminary design analysis to include the following elements:
 - 1. Conduct preliminary engineering design of the apron including parking configuration and taxiway circulation.
 - 2. Conduct preliminary pavement design.
 - 3. Perform preliminary power service evaluation and apron lighting design.
 - 4. Develop preliminary construction cost estimates for the project. Determine the extent of work that can be accomplished within available budget.
 - 5. Submit a letter report documenting the results of the preliminary design effort for review by the County.
 - 6. Meet with the County to discuss the results of the preliminary design.



- B. Based upon the results of the preliminary design, prepare construction contract documents that include but are not limited to, Notice to Contractors, General and Special Provisions, Bid Sheet, Technical Specifications, and Plans that meet the Douglas County and FAA requirements.
- C. At approximately 90% completion furnish the County three (3) copies of review sets of the Contract Drawings and all Specifications, as well as copies of the Engineer's Design Report. One copy of all documents will be submitted to the FAA for their review.
- D. Based upon County and FAA review comments, prepare final documents for the County to use in obtaining construction bids.
- E. Furnish the County with original Plans and Specifications. Plans will be drawn on 24" by 36" sheets and must be signed by and stamped with the Consultant's seal and signature. Specifications must be delivered stamped, signed, and ready for the County's use in reproduction and bidding.
- F. Consult with the County via telephone, as necessary, during the design process. Attend up to two (2) additional meeting with the County during the final design process.
- G. Services during the bidding phase shall include the following:
 - 1. Answer questions from bidders, including interpretations of the Plans and Specifications.
 - 2. Attend a prebid conference if requested by the County.
 - 3. Assist the County in preparation of any required addenda for issuance by the County.
 - 4. Assist the County in tabulation and review of bid results and award of contracts.
 - 5. Make recommendation to the County and FAA regarding award of contract.

Construction Engineering Services

The Engineer shall provide the following construction engineering services:

- A. Conduct a Preconstruction Conference with representatives of the County, the FAA, and the Contractor.
- B. Provide in-office administrative support for the Resident Engineer/Technical Observer and prepare monthly reports and payment requests.
- C. Provide technical observation of construction by full-time Resident Engineer/Technical Observer.
- D. Provide random field surveys of the project to check the layout and grades established by the Contractor.
- E. Perform materials testing during construction in conformance with FAA standards.



- F. Consult with the County and prepare documentation and recommendations regarding change orders, uncorrected noncompliance, requests for deviations in the plans, substantial delays, and other Contractor-related matters.
- G. Make a final review of the work and prepare a Final Construction Report. Provide the County with Mylar reproducible record drawings and update the County's Airport Layout Plan based upon Contractor's representation of actual construction.

SCHEDULE OF COMPLETION

The letter report, detailing the results of Preliminary Engineering shall be complete within Sixty (60) calendar days from the date of the County notice to proceed with the work. The 90% submittal of contract documents shall be made within sixty (60) calendar days from receipt of county review comments on the preliminary submittal. Final contract documents ready for County use in bidding the project shall be submitted within fourteen (14) calendar days of the receipt of county and FAA review comments on the 90% submittal.

COMPENSATION FOR SERVICES

- A. Payment for the work outlined in Special Engineering Services, Paragraph A (FAA Coordination) shall be on a Time and Expense basis in conformance with the Mead & Hunt Standard Billing Rate Schedule included as Exhibit B to this agreement. The estimated cost for this work is Ten Thousand Dollars (\$10,000.00), and this cost shall not be exceeded without written authorization from the County.
- B. Payment for the work outlined in Special Engineering Services, Paragraph B (Geotechnical Investigation) shall be a fixed fee of Fourteen Thousand Dollars (\$14,000.00) which shall include all labor, expenses, and incidentals necessary to complete the item.
- C. Payment for the work outlined in Special Engineering Services, Paragraph C (Topographic Survey) shall be on a Time and Expense basis in conformance with the Mead & Hunt Standard Billing Rate Schedule included as Exhibit B to this agreement. The estimated cost for this work is Ten Thousand Five Hundred Dollars (\$10,500.00), and this cost shall not be exceeded without written authorization from the County.
- D. Payment for the work outlined in Basic Engineering Services shall be a fixed fee of One Hundred Thirty Three Thousand Five Hundred Dollars (\$133,500.00) which shall include all labor, expenses, and incidentals necessary to complete the item.
- E. Payment for the work outlined in Construction Engineering Services, shall be on a Time and Expense basis in conformance with the Mead & Hunt Standard Billing Rate Schedule included as Exhibit B to this agreement. The cost for this work will be determined after bids are received and a not-to-exceed budget will be added to this agreement by amendment.

F. Any additional services requested by the County shall be performed on a time-and-expense basis in conformance the Mead & Hunt Standard Billing Rate Schedule included as Exhibit B of this agreement. The budget for additional services is Fifteen Thousand Dollars (\$15,000.00) and this budget shall not be exceeded without written authorization of the County. All additional services shall be authorized in writing by the County.

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COPY



MEAD & HUNT, Inc.
Standard Billing Rate Schedule

Effective January 2007

Standard Billing Rates

Clerical.....	\$55.00 / hour
Interior Designer, Technical Editor.....	\$76.00 / hour
Senior Editor.....	\$120.00 / hour
Registered Land Surveyor.....	\$95.00 / hour
Accounting, Administrative Assistant.....	\$74.00 / hour
Technician I, Technical Writer.....	\$65.00 / hour
Technician II, Surveyor - Instrument Person.....	\$80.00 / hour
Technician III.....	\$90.00 / hour
Technician IV.....	\$100.00 / hour
Senior Technician.....	\$135.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$95.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$105.00 / hour
Engineer III.....	\$120.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$135.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$150.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$170.00 / hour
Senior Associate.....	\$210.00 / hour
Principal.....	\$220.00 / hour
Senior Client/Project Manager.....	\$220.00 / hour

Expenses

Geographic Information or GPS Systems.....	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
Charges for other equipment may appear in a proposal Out-Of-Pocket Direct Job	
Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage.....	\$0.65 / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective October 1, 2006, and will remain in effect until December 31, 2007, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



MINDEN-TAHOE AIRPORT
Engineering Services Cost Estimate
East Apron Construction

BASIC ENGINEERING DESIGN SERVICES

General Administration & Coordination

Senior Associate	60	Hours	@	\$	230.00	\$	13,800.00	
Project Engineer	40	Hours	@	\$	165.00	\$	6,600.00	
Accounting	20	Hours	@	\$	80.00	\$	1,600.00	
Trip	2	Each	@	\$	450.00	\$	900.00	
Subtotal							\$	22,900.00

Preliminary Engineering

Senior Associate	8	Hours	@	\$	230.00	\$	1,840.00	
Project Engineer	16	Hours	@	\$	165.00	\$	2,640.00	
Engineer III	60	Hours	@	\$	130.00	\$	7,800.00	
Engineering Technician IV	60	Hours	@	\$	110.00	\$	6,600.00	
Clerical	24	Hours	@	\$	63.00	\$	1,512.00	
Trip	1	Each	@	\$	450.00	\$	450.00	
Subtotal							\$	20,842.00

Apron Layout & Marking

Senior Associate	4	Hours	@	\$	230.00	\$	920.00	
Project Engineer	16	Hours	@	\$	165.00	\$	2,640.00	
Engineer III	24	Hours	@	\$	130.00	\$	3,120.00	
Engineering Technician IV	24	Hours	@	\$	110.00	\$	2,640.00	
Subtotal							\$	9,320.00

Apron Design

Senior Associate	16	Hours	@	\$	230.00	\$	3,680.00	
Project Engineer	24	Hours	@	\$	165.00	\$	3,960.00	
Engineer III	80	Hours	@	\$	130.00	\$	10,400.00	
Engineering Technician IV	80	Hours	@	\$	110.00	\$	8,800.00	
Subtotal							\$	26,840.00

Power Service & Lighting

Senior Associate	2	Hours	@	\$	230.00	\$	460.00	
Project Engineer	16	Hours	@	\$	165.00	\$	2,640.00	
Engineer III	24	Hours	@	\$	130.00	\$	3,120.00	
Engineering Technician IV	16	Hours	@	\$	110.00	\$	1,760.00	
Subtotal							\$	7,980.00



Drainage Design

Senior Associate	8	Hours	@	\$	230.00	\$	1,840.00
Project Engineer	16	Hours	@	\$	165.00	\$	2,640.00
Engineer III	24	Hours	@	\$	130.00	\$	3,120.00
Engineering Technician IV	40	Hours	@	\$	110.00	\$	4,400.00
Subtotal						\$	12,000.00

Construction Sequencing (RWY & TWY Closure)

Senior Associate	1	Hours	@	\$	230.00	\$	230.00
Project Engineer	1	Hours	@	\$	165.00	\$	165.00
Engineer III	16	Hours	@	\$	130.00	\$	2,080.00
Engineering Technician IV	16	Hours	@	\$	110.00	\$	1,760.00
Subtotal						\$	4,235.00

Specifications & Bid Documents

Senior Associate	8	Hours	@	\$	230.00	\$	1,840.00
Project Engineer	24	Hours	@	\$	165.00	\$	3,960.00
Engineer III	60	Hours	@	\$	130.00	\$	7,800.00
Clerical	40	Hours	@	\$	63.00	\$	2,520.00
Expenses	1	[cost +15%]	@	\$	1,050.00	\$	1,050.00
Subtotal						\$	17,170.00

Bidding & Award

Senior Associate	16	Hours	@	\$	230.00	\$	3,680.00
Project Engineer	24	Hours	@	\$	165.00	\$	3,960.00
Engineer III	24	Hours	@	\$	130.00	\$	3,120.00
Clerical	16	Hours	@	\$	63.00	\$	1,008.00
Trip	1	Each	@	\$	450.00	\$	450.00
Subtotal						\$	12,218.00

TOTAL BASIC ENGINEERING	\$ 133,505.00
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MINDEN TAHOE AIRPORT
Engineering Services Cost Estimate
East Apron Construction

SPECIAL SERVICES

FAA Coordination

Senior Associate	26 Hours	@ \$	230.00	\$	5,980.00
Project Engineer	20 Hours	@ \$	165.00	\$	3,300.00
Accounting	9 Hours	@ \$	80.00	\$	720.00
			Subtotal	\$	10,000.00

Geotechnical Investigation

Kleinfelder	1 Each	@ \$	12,500.00	\$	12,500.00
Senior Associate	4 Hours	@ \$	230.00	\$	920.00
Project Engineer	2 Hours	@ \$	165.00	\$	330.00
Clerical	4 Hours	@ \$	63.00	\$	252.00
			Subtotal	\$	14,002.00

Topographic Survey

Senior Associate	2 Hours	@ \$	230.00	\$	460.00
Project Engineer	5 Hours	@ \$	165.00	\$	825.00
Senior Engineering Technician	48 Hours	@ \$	150.00	\$	7,200.00
Geographic Information System	32 Hours	@ \$	32.00	\$	1,024.00
Per Diem	4 Day	@ \$	135.00	\$	540.00
Trip	1 Each	@ \$	450.00	\$	450.00
			Subtotal	\$	10,499.00

TOTAL SOCIAL ENGINEERING	\$ 34,501.00
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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: July 8, 2008
 CLERK OF THE COURT
 of the State of Nevada, in and for the County of Douglas.
 By [Signature] Deputy

