

Assessor's Parcel Number: N/A

Date: JANUARY 12, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 14 Fee: 0.00
BK-0109 PG- 2099 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.007

(Title of Document)

FILED

NO. 2009.007

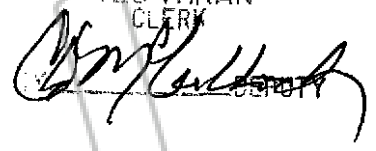
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR JAN 14 4: 11

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

PETERSEN CONSTRUCTION, INC.

TED THLAN
CLERK



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 personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that she is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

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

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners or Purchasing and Contracts Administrator, whichever is required.

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

3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with Paragraph (¶) B below, 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 Nev.Rev.Stat. (NRS) § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:



Petersen Construction, Inc. has entered into a contract with Douglas County to perform work from December 16, 2008 to March 28, 2009 and requests that the an authorized insurer provide to Douglas County; 1) a certificate of coverage issued pursuant to Nev.Rev.Stat. (NRS) § 616B.627, and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County
Post Office Box 218
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 the 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.

B. 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 Nev.Rev.Stat (NRS) 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of Nev.Rev.Stat. (NRS); and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the personal services to be performed are as follows: Exhibit A. Project Plans
Exhibit B. Bid Form

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in Paragraph (¶) 4 as outlined in the Bid Form with the total cost not to exceed \$12,339.00. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement.

6. TERMINATION OF CONTRACT. Either party may revoke this contract without cause after the first year, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with Nev.Rev.Stat. (NRS) § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

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.

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

9. 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.

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

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to 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.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under 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. Unless the County has requested remittance and delivery by Contractor of the items. 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.

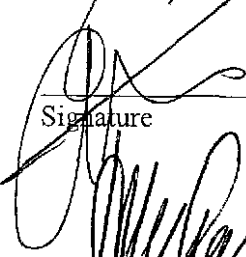
13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to Paragraph (¶) 16), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. (NRS) ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. (NRS) § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or

individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. 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.


15. 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.

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



Signature
12/23/08


(Date)



Douglas County
1/2/09

(Date)

Approved as to form by:



Deputy District Attorney
1-2-2009

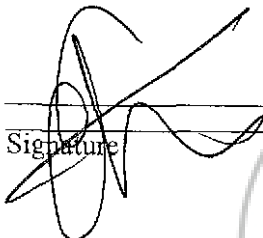
AFFIDAVIT

I, Eric Petersen, on behalf of my company, Petersen Construction, Inc., being duly sworn, depose and declare:

- 1) I am a Sole Proprietor;
- 2) I will not use the services of any employees in the performance of this contract;
- 3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A- 616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

I release Douglas County and Douglas County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

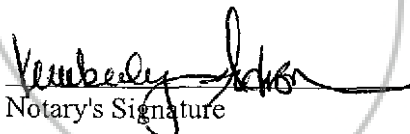
Signed this 23rd day of December, 2008

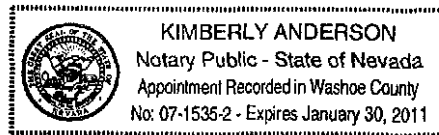

Signature

State of Nevada
County of Douglas

On this 23rd day December, 2008 before the undersigned Notary Public, personally appeared Kimberly Anderson having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that Eric Petersen executed it.

Witness my hand and official seal.


Notary's Signature



BID FORM

PROJECT IDENTIFICATION: Job's Peak Water Meter Project

CONTRACT IDENTIFICATION AND NUMBER: DCCD 2008-770

THIS BID IS SUBMITTED TO: Douglas County Clerk
1594 Esmeralda Ave., Room 105
P.O. Box 218
Minden, NV 89423

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods,



techniques, sequences, and procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.

- F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 The requirements of the Nevada Revised Statutes (NRS) shall apply to this project. The BIDDER is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

- A. NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county.
- B. NRS 338.080 Exemptions
- C. NRS 338.141 Bids to include certain information concerning subcontractors; requirements for substitution of named subcontractors. (See Supplementary Condition 6.09.H)
- D. NRS 338.147 Award of contract to contractor who submits best bid. (See Supplementary Condition 6.09.I)

5.02 The entire set of Nevada Revised Statutes are available for review at Douglas County Community Development, 1594 Esmeralda Avenue, Minden, Nevada during normal working hours (8:00 a.m. to 4:00 p.m. weekdays).

6.01 BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

SEE ATTACHED BID SCHEDULE



A. BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

9.01 Communications concerning this Bid shall be addressed to:
(Contractor's mailing address to be filled in by Bidder)

Petersen Construction, Inc.
4865 Joule Street, C-5
Reno, Nevada 89502

SUBMITTED on December 10, 2008

NV State Contractor License No. 0052833 Class A - Gen Eng

If BIDDER is:

An Individual

Name (typed or printed) _____
By _____ (SEAL)
(Individual's Signature)
Doing business as: _____
Business address: _____
Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name _____ (SEAL)
By _____
(Signature of General Partner - attach evidence of authority to sign)
Name (typed or printed): _____
Business address: _____
Phone No.: _____ Fax No.: _____


A Corporation

Corporation Name: Petersen Construction, Inc. (SEAL)



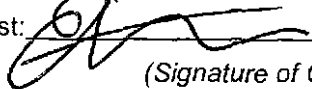
State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): General

By:  _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Eric Petersen

Title: President (Corporate Seal)

Attest:  _____
(Signature of Corporate Secretary)

Business Address: 4865 Jowk Street, G-5
Reno, Nevada 89502

Phone No.: (775) 787-1600 Fax No.: (775) 787-1622

Date of Qualification to do business is 5/25/01

COPY

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venturer partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

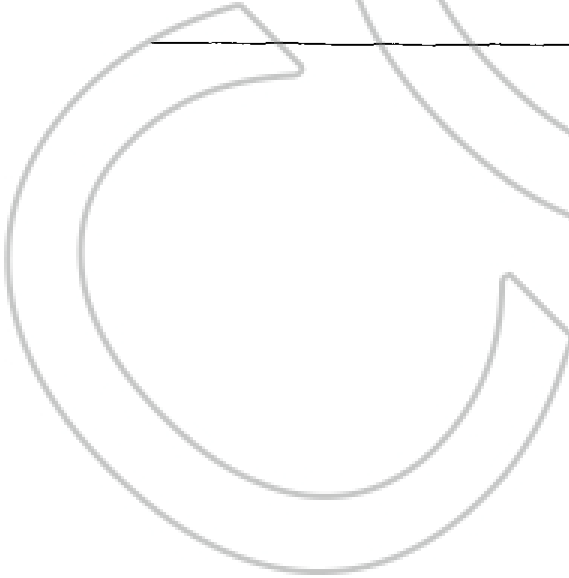


**LIST OF SUBCONTRACTORS
(to be submitted with bid)**

The name and address of each subcontractor who will be paid at least 5 percent of the prime contractor's total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder should state "None" (or similar language stating that no subcontractors need to be listed) in the space below. (Refer to Supplementary Condition 6.09.H)

<u>Name</u>	<u>Address of Subcontractor</u>	<u>Portion of Work</u>
-------------	---------------------------------	------------------------

<i>None</i>		



BID SCHEDULE

Project Name

BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1.	Install MXU	41	\$210.00	\$8,610.00
2.	Replace meter register	27	\$91.00	\$2,457.00
3.	Modify/replace exist lid	24	\$53.00	\$1,272.00

TOTAL OF BID ITEMS 1 THROUGH 3 (numbers) \$ 12,339.00/xx
 (words) Twelve-thousand three-hundred + thirty-nine dollars
+ 00/100

CHECK ONE:

We qualify and claim the Preferential Bidder Status as specified in NRS 338.147, and have attached the appropriate information in accordance with the requirements of NRS 338.147 as referenced in Supplementary Condition 6.09.I.

We do not qualify for the Preferential Bidder Status as specified in NRS 338.147.

Contractor: Petersen Construction, Inc.

Authorized Signature: [Signature]

Description of Bid Items

1. Install MXU (ea). Furnish and install one Sensus MXU 520R in the existing meter pit lid in accordance to the Installation Instructions (AMR-322 R1) to enable the reading of the meter by the RadioRead method. The Counties Utility Technition will program the MXU and put it on line at the completion of installation. The unit price includes the MXU, tools , equiptment, labor, and incidentals to complete the work.
2. Replace meter regester (ea). Furnish and install replacement regester which is compatable with the RadioRead MXU. The unit price includes the new regester, tools, equipment, labor, and incidentals to complete the work.
2. Modify/replace existing lid (ea). The existing concrete and fiberglass pit lids need a hole to install the MXU into, the existing lid may have a hole drilled to receive the MXU. The unit price includes labor, equipment, tools, and all incidentals to modify the lids to receive the MXU.

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: Jan 12 2009

Tracy Clerk of the 074 Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Chad M. Mullock Deputy

