

OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: OCTOBER 8, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 13 Fee: 0.00
BK-1010 PG- 1847 RPTT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.238

(Title of Document)

RE-RECORD WITH PGS 2 & 4 AND EXHIBIT A

FILED

NO. 2010.238

2010 SEP 29 AM 9:39

CONTRACT FOR PROFESSIONAL SERVICES

**BETWEEN
DOUGLAS COUNTY, NEVADA
P.O. BOX 218
MINDEN, NV 89423
(775) 782-9821
"COUNTY"**

TED THIRAN
CLERK
[Signature]
DEPUTY

**AND
INTEGRATED ENVIRONMENTAL RESTORATION SERVICES
IERS**

**2780 LAKE FOREST ROAD
PO BOX 7559
TAHOE CITY, CA 96145
(530) 581-4377
"CONTRACTOR"**

WHEREAS, Douglas County, (hereafter "County") is a political subdivision of the State of Nevada, and requires the services of independent contractors; and

WHEREAS, Douglas County desires to employ an independent contractor to provide restoration services for a parcel of land at Lake Tahoe in Douglas County; and

WHEREAS, it is deemed that the professional services of Integrated Environmental Restoration Services or IERS (hereafter "Contractor") herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that they are experienced, duly licensed, 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 AND TERM OF CONTRACT. This contract will be effective upon approval and signature by Contractor and the Douglas County, County Manager. Time is of essence for performance of the professional services described herein. The term of contract shall run from July 1, 2010 through October 15, 2011. This Contract may be extended for additional one-month periods, provided that both parties agree in writing, attached as an Amendment to this Contract. If extended, all provisions of this Contract remain in effect.

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. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 333.170 (formerly 284.173), as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

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 by Contractor are as follows:

The Contractor will assist Douglas County by preparing a land restoration plan and implementing the land restoration plan. The detailed services that the Contractor will provide and the estimated timeframes for accomplishing those services are set forth in Exhibit A attached. The Contractor will not start a task, as detailed in Exhibit A, without County authorization.

5. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph 4 at a cost not to exceed \$29,437.00. The County shall make payments each month during the contract period, based on Contractor providing an invoice by the 10th day of each month. The specific rates for Contractor's services is set forth in Exhibit A. The Contractor will not start a task, as detailed in Exhibit A, without County authorization. The County will be responsible for directly paying all application, review, noticing and recording fees assessed/required by local agencies.

6. CONFLICT OF INTEREST. By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify Douglas County of any other contracts or projects they are working on that may impact Douglas County.

7. TERMINATION OF CONTRACT. Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County, unless the contract is terminated pursuant to paragraph 6.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share for the senior judge and any other related court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

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.

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 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. All documents or any other materials prepared by the Contractor under this contract become the sole property of Douglas County and must be delivered to Douglas County. Douglas County has the absolute right to use any materials prepared under this Contract for whatever purpose they may so desire.

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 15), 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 239.030, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleaded, 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 shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of or connected with work performed under this

Agreement resulting from any negligent acts, errors or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors 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.

16. **NON APPROPRIATION OF FUNDS.** All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

17. **AUTHORITY.** The parties represent and warrant their authority to enter into this agreement.

18. **STANDARD OF CARE.** Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

19. **THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party, against either Contractor or County.

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

Michael P. Hogan 9/9/10
On behalf of and with authority to sign for: (date)
Integrated Environmental Restoration Services

MICHAEL P. HOGAN PRESIDENT
Printed Name & Title:

T. Michael Brown 9/20/10
T. Michael Brown, County Manager (date)
Douglas County

EXHIBIT A

Disturbed Site Restoration and Monitoring Demonstration Project

Scope of Work for Integrated Environmental Restoration Services

Task 1. Restoration Project Prep and Implementation

Assist with permitting and agency coordination as needed. Prepare specifications and a conceptual design if needed. Implement restoration project (~13,000 SF) using the following methods: full recontouring of the cut and fill area and associated access road followed by soil-vegetation restoration treatments utilizing aged wood chips (already onsite) as both a soil amendment and surface mulch, organic fertilizer, native seed mix and no irrigation. Produce an as-built report detailing specific treatments implemented and materials used.

Task 2. Treatment Effectiveness Monitoring

Conduct pre- and post-treatment monitoring at the project site to quantify the effectiveness of treatments at achieving sediment source control. Monitoring measurements will include steady state infiltration/runoff rate, sediment yield, and particle-size distribution (using simulated runoff) and a package of soil and vegetation parameters including surface cover, vegetation species composition, soil density (measured with cone penetrometer), and soil nutrient/organic matter analysis. Monitoring will also include documentation of site characteristics including visual erosion assessment, photo points, slope and solar exposure. Monitoring results, including directly measured reductions in sediment transport, will be interpreted and presented in a project summary report.

Task 3. Project Management

Convene a project team kick off meeting at project inception. Participate in coordination meetings and conference calls with client/funders (as needed). Submit quarterly progress reports and invoices. Prepare a draft and final project report.

Deliverables/Products

- Completed restoration project (~13,000 sq ft)
- Restoration project as-built report
- Summary of monitoring results quantifying restoration treatment effectiveness and reductions in sediment transport
- Draft and final project reports

Schedule of events/reporting and deliverables

Event/Deliverable	Due Date
Complete contracting and agreements	August 1, 2010
Conduct on-site kick off meeting	August 15, 2010

Event/Deliverable	Due Date
Conduct pre-treatment monitoring	August 15, 2010
Implement restoration project	August 19-23, 2010
Submit restoration project as-built report	Sept. 1, 2010
Conduct post-treatment/performance monitoring	Sept. 1, 2011
Submit monitoring summary report	Nov. 1, 2011
Submit draft final project report for NDSL review	Nov. 15, 2011
Submit final project report	Dec. 15, 2011

Budget

Category	Rate	NDSL License Plate funds
Subcontract-IERS Wages	Hourly	\$18,260.00
Principal	\$145.00	\$1,160.00
Senior Env. Planner/ Project Mgr	\$110.00	\$4,400.00
Monitoring Manager	\$100.00	\$3,000.00
Monitoring Technician	\$75.00	\$2,100.00
Restoration Foreman	\$75.00	\$5,100.00
Restoration Technician	\$50.00	\$2,500.00
Operating	Actual Cost	\$11,177.00
Restoration materials and equipment		\$9,834.00
Monitoring equipment and lab analytical fees		\$1,343.00
SUBCONTRACT-IERS TOTAL		\$29,437.00
DOUGLAS CO. OVERHEAD & ADMINISTRATIVE COSTS	3% of Direct Costs	\$883.11
DOUGLAS CO. - IERS TOTAL		\$30,320.11

Figures

Figure 1. Project Location Map

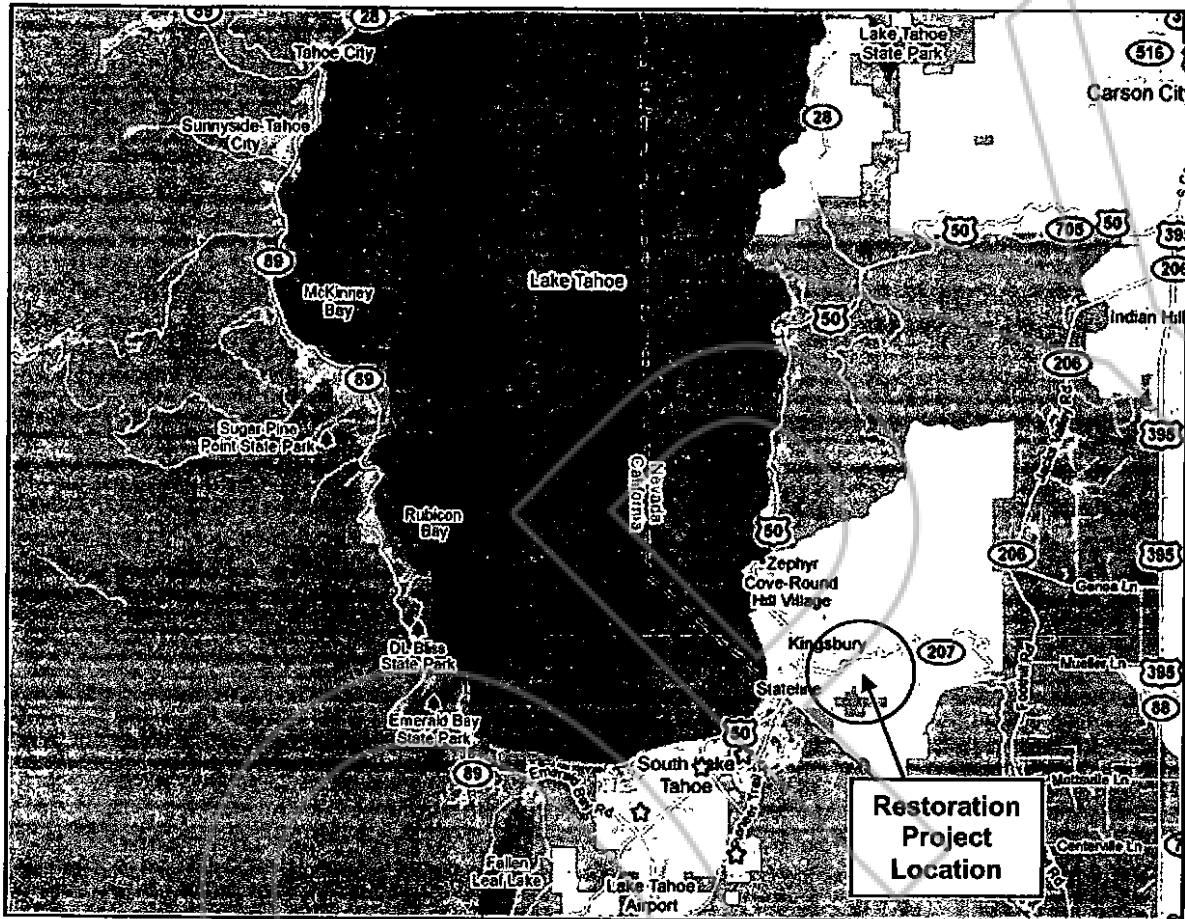
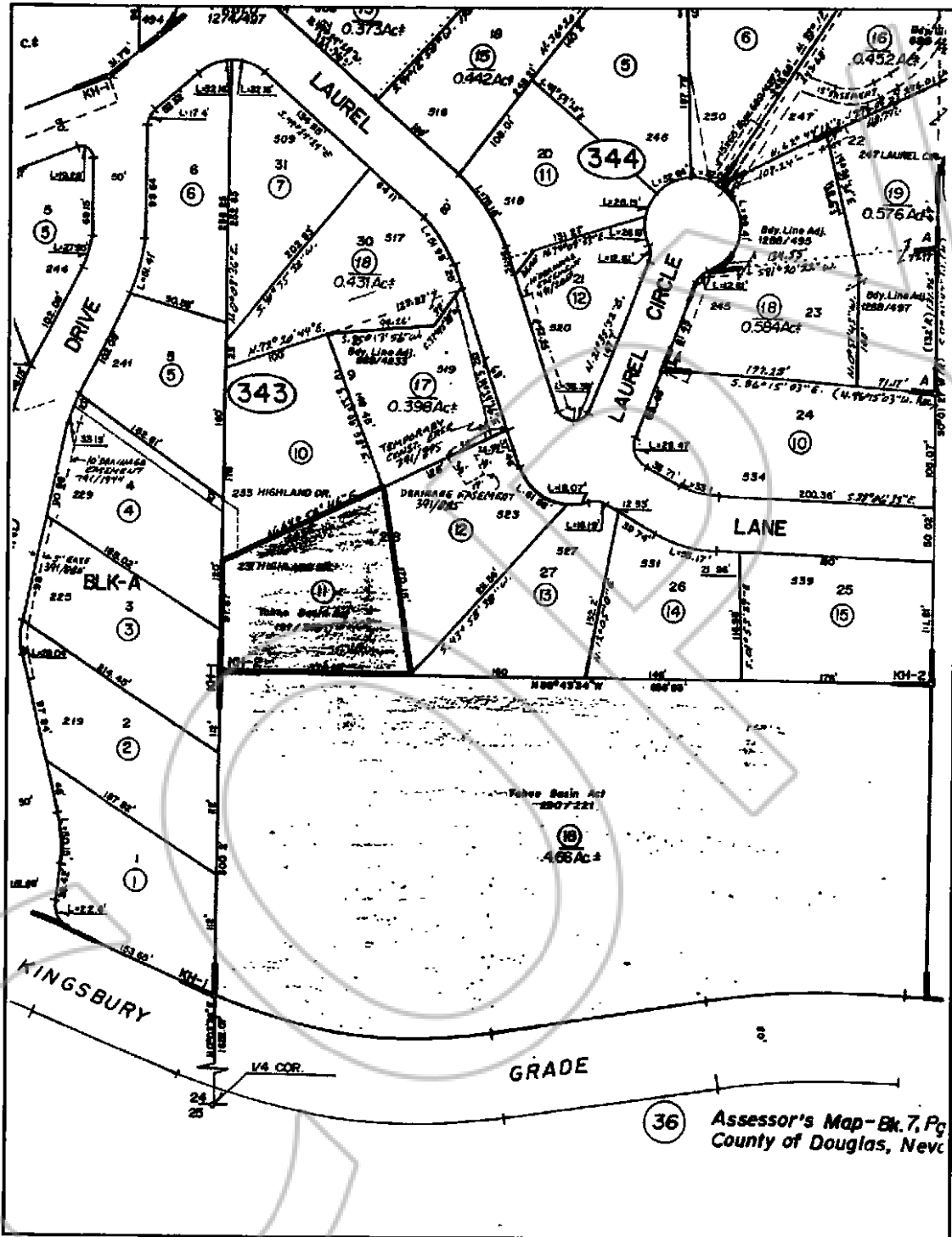


Figure 2. Douglas County Assessor's Map (showing restoration site)





Trinity Insurance Services, Inc

22048 Sherman Way, Suite 201
Canoga Park, California 91303

818-773-0079 Fax. 818-773-0059
Agency License Number 0E20499

September 13, 2010

RECEIVED

SEP 15 2010

Douglas County Manage.

Douglas County Manager
Post Office Box 218
Minden, NV 89423

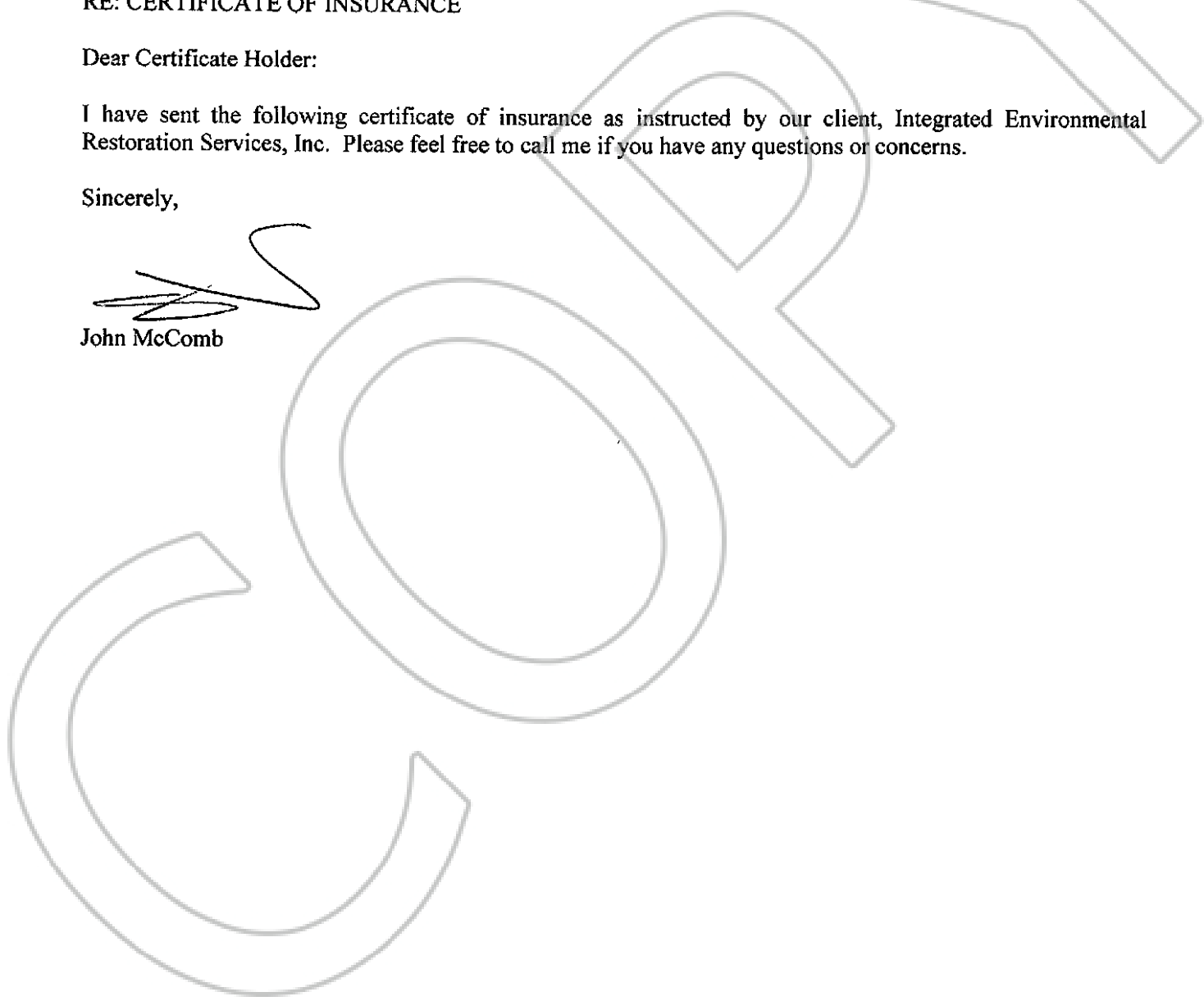
RE: CERTIFICATE OF INSURANCE

Dear Certificate Holder:

I have sent the following certificate of insurance as instructed by our client, Integrated Environmental Restoration Services, Inc. Please feel free to call me if you have any questions or concerns.

Sincerely,

John McComb



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2010

PRODUCER Phone# 818-773-0079

Trinity Insurance Services, Inc
22048 Sherman way, Suite 201
Canoga Park, California 91303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Integrated Environmental
Restoration Services, Inc.
2780 Lake Forest Rd
Lake Tahoe, CA 96145

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hudson Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E: Hudson Insurance Co	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <u>includes Contractors</u> <u>Pollution Liability</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ESB 2026 12 10 01	04/04/10	04/04/11	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
E	OTHER Professional Liability	ESB 2026 12 10 01	04/04/10	04/04/11	\$1,000,000 per occurrence \$2,000,000 per aggregate \$5000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 DAY NOTICE OF CANCELLATION IN THE EVENT FOR NONPAYMENT OF PREMIUM



BK- 1010
PG- 1858

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CERTIFICATE HOLDER

DOUGLAS COUNTY MANAGER
PO BOX 218
MINDEN, NV. 89423

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



COPY

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: Oct 8 2010
[Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy