

OFFICIAL RECORD

Requested By:
DC/COMMUNITY DEV

Assessor's Parcel Number: N/A

Date: FEBRUARY 15, 2011

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 12 Fee: 0.00
BK-0211 PG- 3050 RPTT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.027
(Title of Document)

FILED

2011-027

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

2011 FEB 15 PM 12:09

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

EASTERN SIERRA ENGINEERING, P.C.

TEO THUAN CLERK [Signature]

This Contract for Services by an Independent Contractor (the "Contract") is made this 17th day of January, 2011, by and between Douglas County, Nevada, a political subdivision of the State of Nevada, through its authorized agent, the Douglas County Manager (the "County"), and Eastern Sierra Engineering, P.C., a Nevada professional corporation ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
(2) Industrial insurance coverage provided by the County;
(3) Participation in group insurance plans which may be available to employees of the County;
(4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;

- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with Paragraph B below, Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide to the County the following written request to Contractor's insurer:

Eastern Sierra Engineering has entered into a contract with Douglas County to perform work from January 19, 2011 to March 1, 2012 and requests that the an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Community Development
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit stating under oath that Contractor 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 the Nevada Revised Statutes; and
- 2. Is otherwise in compliance with the requirements of Nevada law.

4. SERVICES TO BE PERFORMED. The Parties agree that the personal services to be performed by Contractor are attached hereto as Exhibit "A."

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in Paragraph 4 at a cost not to exceed Twenty-Eight Thousand Five Hundred Forty Dollars (\$28,540.00). Invoices shall be submitted according to the compensation schedule attached hereto as Exhibit "B." Unless Contractor has received a written exemption from the County, Contractor will submit monthly requests for payment to the County for any services performed under the Contract. Requests for payment by Contractor may only be made for services actually rendered or for reimbursement of actual expenses incurred and paid by Contractor.

6. TERMINATION OF CONTRACT. Either party may terminate the Contract without cause provided that any termination will not become effective until 30 days after the terminating Party has served written notice upon the other Party. All monies due and owing at the time of the termination of the Contract will be paid by Douglas County within 60 days of the termination of the Contract, unless the Contract is terminated for cause.

7. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the 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 the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents 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, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract constitutes the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

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

18. Waiver of Lien. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. Notices. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):


To County: Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

To Contractor: Eastern Sierra Engineering, P.C.
4515 Towne Drive, Suite A
Reno, NV 89521
Telephone: 775-828-7220

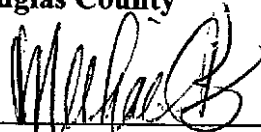
21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately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

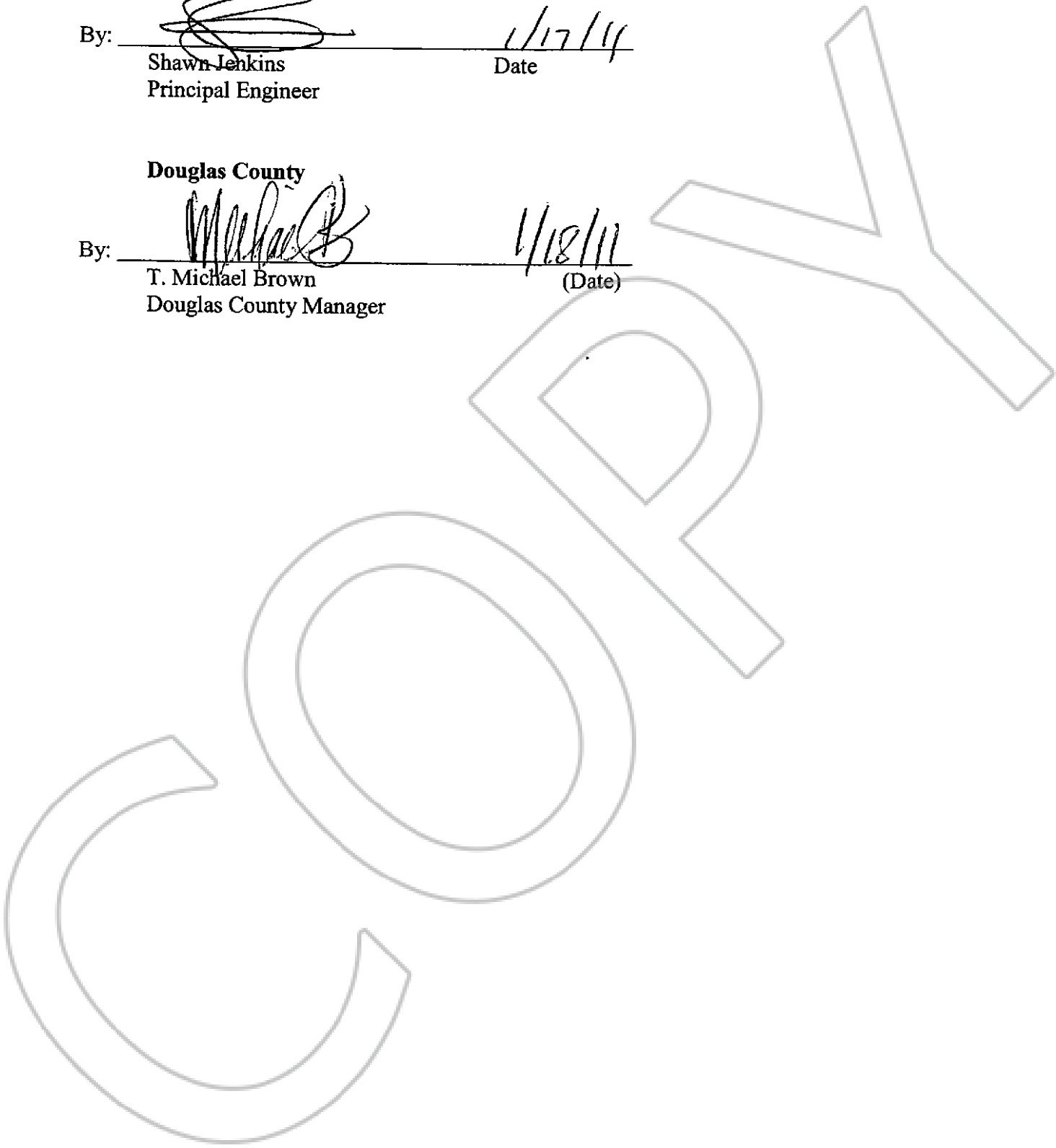
IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Eastern Sierra Engineering, P.C.

By:  1/17/11
Shawn Jenkins Date
Principal Engineer

Douglas County

By:  1/18/11
T. Michael Brown (Date)
Douglas County Manager



**EASTERN
SIERRA
ENGINEERING**

CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive, Suite A
Reno, NV 89521-9696
www.esengr.com

January 4, 2011

Donette Barreto, P.E.
Project Manager
Douglas County Community Development
1594 Esmeralda Ave.
Minden, NV 89423.**Proposal for Material Testing Services
North Douglas County – Carson City Water Line Inter-Tie Project
Johnson Lane Section
PWP # DO-2011-14**

Dear Ms. Barreto,

Eastern Sierra Engineering (ESE) is pleased to present this proposal to provide Material Testing for the Inter-Tie Project located in Douglas County, Nevada.

PROPOSED SCOPE OF SERVICES

This proposal is based on a review of the project plans and specifications prepared by Manhard Consulting dated December 2010 and a preliminary project schedule. Our services are anticipated to include field compaction testing of materials used in the trenching and backfill associated with the water line, compaction testing of materials used in the construction of the tank pad and foundation, field and laboratory testing of Portland cement concrete and asphalt concrete.

FEE CONDITIONS

Fees for ESE's services will be provided on a time and expense basis, not to exceed without prior authorization, utilizing the 2011 Standard Rates for Technical Services previously submitted. With the scope outlined above we estimate the fees for our services to be \$28,540. The "Estimated Cost Summary" presents a breakdown of our estimate. The actual costs could be higher or lower than presented as they are directly influenced by project scheduling, workmanship and material quality, weather and other factors out of our direct control. It is however our best estimate based upon our past experience and information available to us at this time.

Estimated Cost Summary

Water Line

Trench bedding and backfill compaction	
Field Testing: 8 hours per day for 25 days. @ \$75/hr	\$15,000
Laboratory Testing	
Moisture/Density Curves 2 @ \$165 each	\$330
Permanent Street Cut Repair and Mill and Overlay	
Field Testing: 10 hours per day for 6 days. @ \$75/hr	\$4,500
Laboratory Testing	
AC testing – 6 lots @ \$490/lot	\$2,940

Tank Site

Tank pad and foundation	
Field Testing: 8 hours per day for 5 days. @ \$75/hr	\$3,000
Laboratory Testing	
Moisture/Density Curves 2 @ \$165 each	\$330
Tank Ringwall/Concrete Valley Gutter/Median Curb	
Field Testing: 4 hours per day for 3 days. @ \$75/hr	\$900
Laboratory Testing	
Concrete Cylinders – 3 sets @ \$100 each	\$300
Site paving	
Field Testing: 10 hours per day for 1 day. @ \$75/hr	\$750
Laboratory Testing	
AC testing – 1 lot at \$490/lot	\$490

TOTAL \$28,540

As our Client, please recognize that construction monitoring is a technique employed to reduce the risk of problems arising during construction. Provisions of construction observation and testing by the engineer are not insurance, nor do they constitute a warranty or guarantee of any type. Even with diligent construction observation and testing, some latent construction defects may be missed. In all cases, Contractors shall retain responsibility for the quality of their work, for adhering to plans and specifications and for repairing defects regardless of when they are found.

Thank you very much for the opportunity to work with Douglas County Community Development on this project. If you have any questions or need additional information, please do not hesitate to contact me at (775) 828-7220.

Sincerely,
EASTERN SIERRA ENGINEERING, PC



Shawn W. Jenkins, P.E.
Principal Engineer



2011 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	\$170.00/hour
Principal Engineer	\$130.00/hour
Project Manager	\$115.00/hour
Senior Engineer	\$115.00/hour
Project Engineer/Designer	\$95.00/hour
Staff Engineer/Designer	\$85.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$95.00/hour
Technician/Inspector (Prevailing Wage)	\$90.00/hour
Senior Technician/Inspector (Regular Wage)	\$75.00/hour
Technician/Inspector (Regular Wage)	\$70.00/hour
Technician Support Staff	\$65.00/hour

II. Expenses

A. Expenses

Transportation	\$0.50/mile
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	\$20.00/each
Pachometer	\$7.50
Torque Wrench	\$4.00
Skidmore	\$7.50
Ultrasonic Equipment	\$10.00

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%



IV. Laboratory Testing

Tests

Unit Price/Test

Index Tests

Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00

Particle Size Analysis

Sieve	\$80.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$200.00

Specific Gravity

Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$75.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$80.00

Moisture-Density Relations

Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$165.00
Compaction Check Point	\$55.00
Rock Correction per Test	\$75.00

Aggregate Testing

Clay Lumps and Friable Particles (ASTM C 142)	\$75.00
Flat and Elongated	\$100.00
Fractured Faces (Nev T 230)	\$80.00
Sand Equivalent (ASTM D 2419)	\$75.00
Organic Impurities (ASTM C40)	\$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	\$60.00
Sodium Soundness of Aggregates (ASTM C88)	\$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	\$130.00
Durability Index, coarse and fine	\$160.00
Cleanness	\$140.00

Other Testing

R-Value Untreated Field Sample (ASTM D2844)	\$230.00
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Concrete Testing

Compression of Concrete Cylinder (ASTM C39)	\$25.00
Compression of Grout Cylinder (UBC 24-28)	\$20.00
Compression of Mortar Cylinder (UBC 24-22)	\$20.00
Hold Cylinder (cured not tested)	\$12.00
Flexural Strength of Concrete Beams (ASTM C78, C293)	\$50.00
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition	\$100.00
Aggregate Gradation	\$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	\$75.00
Marshall Stability and Flow (ASTM D1559)	\$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	\$90.00
Unit Weight of Asphalt Core (ASTM D2726)	\$25.00
Hot Mix Asphalt Mix Design	upon request
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867)	\$500.00
Moisture Vapor Susceptibility	\$150.00

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	\$55.00
H2O Analysis, Chloride, and Sulfate Content	\$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for and agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

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: Feb 15 2011
 _____ Clerk of the _____ Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By: [Signature] Deputy