

n/f

Doc Number: **0834467**

11/22/2013 01:30 PM

OFFICIAL RECORDS

Requested By:
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 27 Fee: \$ 0.00

Bk: 1113 Pg: 5127



Deputy, sd

Assessor's Parcel Number: N/A

Date: NOVEMBER 22, 2013

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC CHURCH
(CR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2013.258

(Title of Document)

FILED

NOV 20 2013 258

AGREEMENT FOR PUMP STATION CONSTRUCTION

2013 NOV 22 AM 10:48

THIS PUMP STATION CONSTRUCTION AGREEMENT ("Agreement") is entered into between Douglas County ("County"), a political subdivision of the State of Nevada, and Arthur and Chenda Fontaine ("Fontaine") who are at times collectively referred to herein as the "Parties" or individually as the "Party."

TED THUAN
CLERK

PREAMBLE

WHEREAS, on May 20, 1976, William Cody Kelly and Kyle F. Brooks, Trustees ("Developer") entered into a Subdivision Improvement Agreement, pursuant to Douglas County Code, Title 16, with Douglas County for the Uppaway development ("Project");

WHEREAS, the Uppaway Final Map, was recorded on May 21, 1976, Document 00394, Book 576, Page 917;

WHEREAS, the Subdivision Improvement Agreement required the Developer to construct certain improvements including, but not limited to, sanitary sewers, domestic water system, roads, underground electrical and telephone systems and other ancillary facilities;

WHEREAS, the Improvement Plans for the Project required the construction of a booster pumping station to provide domestic and fire flows for lots 34, 35, 36, 37 and 38, as shown on the original recorded final map;

WHEREAS, the final map was amended eighteen times relocating and adjusting parcels resulting in the relocation of lot 38 to where it would no longer be served by the booster pumping station;

WHEREAS, the booster pump station structure, including underground piping and electrical service were constructed but the hydropneumatic booster pumping equipment, controls, SCADA and ancillary facilities were not installed;

WHEREAS, on November 26, 1997, Douglas County issued a "Will Serve" for water service to Lot 37 of the Project (APN 1418-15-110-015). The County's commitment to provide water service to Lot 37 was conditioned upon, among other things, the requirement of the Developer to construct any upgrades to the existing system and or capacity needed for service to the Development;

WHEREAS, Fontiane is a private property owner that plans to construct a hydropneumatic booster pump station (the "Pump Project") and all related appurtenances

BK : 1113
PG : 5128
11/22/2013

0834467 Page 2 of 27

in connection with development of the Fontaine's property at 37 South Point Place, Lot 37, Uppaway (APN 1418-15-110-015); and

WHEREAS, the County is interested in assisting the Fontaine's with the Pump Project and completing the Project for future development in the area.

NOW, THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and conditions contained herein, the Parties agree as follows:

1. Fontaine agrees to provide a complete engineer-stamped design (drawings and specifications) to County and to obtain all necessary permits for the Pump Project.
2. Fontaine agrees to pay all of the design, permitting and construction costs related to the Pump Project.
3. Fontaine agrees to provide a one year warranty to County on the constructed improvements related to the Pump Project.
4. County agrees to accept ownership and maintenance responsibilities for the Pump Project after approval of the constructed improvements and issuance of the Certificate of Occupancy under Building Permit No. 43726.
5. County agrees to pay to Fontaine Fifty Percent (50%) of the direct costs associated with the design, permitting and construction of the Pump Project in an amount not to exceed Sixty-Two Thousand One Hundred Eighteen Dollars and Forty-One Cents (\$62,118.41)¹ upon the issuance of the Certificate of Occupancy under Building Permit No. 43726.
6. All notices, requests, or approvals required or permitted to be given under this Agreement must be in writing and be sent by hand delivery, overnight carrier, or by U.S. Mail postage prepaid to the following:

Homeowner: Arthur and Chenda Fontaine
~~5630-5700~~ Via Ravenna
 Bakersfield, CA 93312

County: Carl Ruschmeyer, PE
 Public Works Director
 P.O. Box 218
 Minden, NV 89423

¹ Fifty percent of the total Pump Project cost (\$135,564.81) minus \$11,326 (connection fee and water fee) equals \$62,118.42. Project costs are documented in Exhibit "A" attached.

7. This Agreement contains the entire agreement between the Parties relating to the subject matter. No change, amendment, alteration or modification of this Agreement will be effective unless documented in writing and executed by both Parties.

8. The Agreement 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 Agreement. 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 Agreement before an independent mediator mutually agreed to by the Parties. 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 in the Ninth Judicial Court of the State of Nevada in and for the County of Douglas and attorney's fees and costs will be awarded to the prevailing Party at the discretion of the court.


9. This Agreement shall bind and inure to the benefit of the respective successors and any assigns to the Parties.

10. The Parties represent and warrant that they have the authority to enter into this Agreement.

11. 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 any of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement for Pump Station Construction to be executed as of the 21st day of November, 2013.

Douglas County

By: 
Greg Lynn, Chairman
Douglas County Board of Commissioners

Attest:

By: 
Theodore Thran, County Clerk

BY: 
CLERK TO THE BOARD

By: *Arthur Fontaine*
Arthur Fontaine

By: *Chenda Fontaine*
Chenda Fontaine

STATE OF ~~NEVADA~~ *CA*)
) ss.
COUNTY OF ~~DOUGLAS~~ *Kern*)

The foregoing Agreement for Pump Station Construction was acknowledged before me on this 4 day of October, 2013, by Arthur and Chenda Fontaine, who are personally known or proved to me to be the persons whose names are subscribed on the foregoing instrument and who acknowledged that they are the owners of 37 South Point Place, Lot 37, Uppaway.

Diane Louise White
Notary's Signature

Notary Seal



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of Kern

On October 4, 2013 before me, Diane Louise White Notary Public,
(Name & Title of Notary - "Mary Smith, Notary Public")

personally appeared Chenda Fontaine & Arthur Fontaine,

who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Diane Louise White
Signature of Notary Public

DESCRIPTION of ATTACHED DOCUMENT

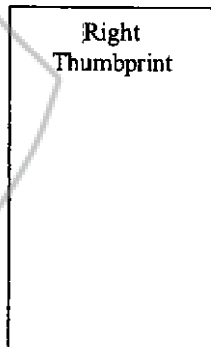
Title or Type of Document: Agreement for Pump Station Construction

Signer (s) Other Than Named Above: _____

Document Date: 10/4/13 Number of Pages: 4

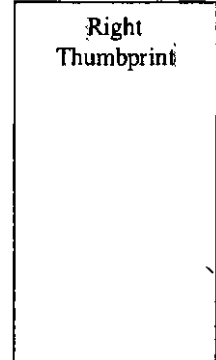
Capacity Claimed by Signer

- Individual
- Corporate Officer - Title (s) _____
- Partner - Limited General
- Guardian or Conservator
- Attorney-in-Fact
- Trustee
- Other: _____



Capacity Claimed by

- Individual
- Corporate Officer - Title (s) _____
- Partner - Limited General
- Guardian or Conservator
- Attorney-in-Fact
- Trustee
- Other: _____



Signer is representing: _____

Signer is representing: _____

DIANDA

CONSTRUCTION

August 29, 2013

Ron Romaine
Carl Ruschmeyer
Douglas County Public Works
P.O. Box 218
Minden , NV 89423

Gentlemen:

Again, thank you for taking the time to meet with us on Thursday, July 25, 2013 to review the off-site and pump house concerns and costs for our client, Art Fontaine regarding Lot 37, Uppaway Estate Subdivision, 37 South Point Place. In the meeting Douglas County Public Works proposed a position of 50/50 shared obligation and taking responsibility for the pump house design and engineering, equipment, Scada Control System, connection and repairs to the existing water system.

The attached cost recap was reviewed and each of the items discussed. In reviewing the line items it was mentioned that the NDEP Application and Douglas County Water Connection fees paid in the amount of \$ 11,628.00 would have had to have been paid by the client one way or another.

Douglas County Public Works mentioned that depending on the final amount they might have to go to council for review and approvals.

As Dianda Construction was representing our client, Art Fontaine, we were asked to communicate the discussions of the meeting and the 50/50 split of costs. We discussed this with our client and we all agreed this was a good compromise. Dianda Construction was also asked to finalize the pricing and cost break downs for the Scada system that was designed and send those total cost to Douglas County.

We worked with several scada vendors for a couple weeks to try and come up with an equal Scada system that would communicate with the existing Tesco Scada system and the Cave Rock Water System at a lower cost, but the other vendors were just not able to complete multiple surveys, and to make the two systems communicate without adding more equipment and increasing the cost of these systems.

As the Fontaine Residence is complete and has been since early August, time is of the essence, as our clients cannot receive final inspections from Douglas Building Department, Tahoe Douglas Fire or TRPA on the residence until the water and pump house work is completed and signed off finally allowing our client to get a Certificate of Occupancy and take full possession of their home.

Dianda Construction, released Western Pacific Electric on August 2, 2013 as a Subcontractor to release and place the order for the Tesco Scada system as originally designed, unfortunately for all this comes with a \$ 54,250.00 price tag. Submittals were delivered to your office for review and approvals on 8-26-13.

The following is our cost recap:

B&G Excavation

Invoice #1659, \$6,659.00 – excavate water line at pump house
 Invoice #1668, \$2,500.00 – water line work and pressure test of existing line
 Invoice #1664, \$1,167.31 – backfill water line excavation at pump house
 Invoice #1657, \$2,919.00 – repair uncapped water lines \$ 13,245.31

Burt & Burt

Invoice # 5025, \$1,555.50 – hand dig and prepare for water line connection
 Invoice #5026, \$1,492.00 – material for waterline connection
 Invoice #5027, \$1,682.00 – steel pipe welding at pump house connection
 Invoice #5028, \$ 624.00 – backfill and clean-up \$ 5,353.50

Douglas County Fees

Check - \$11,003.00 – Water Connection Fee
 Check - \$300.00 – NDEP Application
 Check - \$325.00 – Water Fee \$ 11,628.00

Q&D Construction

Proposal - \$20,500.00 – Pump House Material, Labor & Equipment \$ 20,500.00

Sustainable Resource Engineering (Pump House Design)

Invoiced directly to Architect \$10,500.00 – Design & Engineer Pump House and Control System
 Invoiced directly to Architect \$1,500.00 – Electrical Design Pump House \$ 12,000.00

Western Pacific Electric

Proposal for \$14,500.00 – Electrical connections and equipment at pump house \$ 14,500.00

Western Pacific Electric (Control System)

Proposal for \$44,500.00 – Tesco Scada Control Systems
 Proposal for \$ 9,750.00 – Installation of Tesco Scada Control Systems \$ 54,250.00

SNC

Proposal \$3,500.00 – Slurry seal neighbor’s driveway that accessed pump house \$ 3,500.00

Dianda Construction

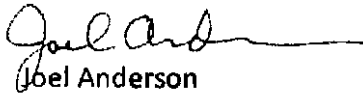
Self Performed Work, \$588.00 - Pavers at neighbors driveways
 (Rich Evans 12 hours @ \$49/hour = \$588) \$ 588.00

Total Off Site & Pump House \$ 135,564.81

As we mentioned in a prior letter, some of the water costs are tangible to residential construction and incurred by the property owner and we completely agree, however, pump houses, equipment and controls and communications systems shall be the responsibility of Douglas County Public Works.

Upon reviewing the complete cost recap can you please follow up and let us know how Douglas County plans on proceeding so we can plan the completion of these systems and complete pump house.

Sincerely,



Joel Anderson
Operations / Project Manager



B & G Excavation, Inc.

PO Box 315
Carnolian Bay, CA 96140
(530) 546-2759
CA. I.C.#825643 / NV. I.C.#037890

Invoice
RECEIVED
JUL 02 2012
Dianda Construction, LLC

Bill To: DIANDA CONSTRUCTION 1050 LINDA WAY SPARKS, NV 89431
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Date	Invoice No.	P.O. Number	Terms	Project
06/30/12	1657	CHRIS ABRAH	Due on receipt	

Item	Quantity	Description	Rate	Amount
CX210	7.5	CX 210 W/2' - 3' - 42" BUCKET ON 6/25/12. (DON'S TEAM ON BIG ROCK, INSTALL ROCK FENCE ON SO. SIDE, DRILL NO.SIDE)	175.00	1,312.50
CX210W/BREAKER	0.5	CX 210 W/BREAKER/COMPACTOR	300.00	150.00
TRUCKING	6.5	HIRE OUT TRUCKING, BURDICK, 3 LDS. ROCK.	90.00	585.00
B&G LABOR	4	BRAD & GUY LABOR	75.00	300.00
LABOR- BEN	8	LABOR ON JOB, TODD	50.00	400.00
LABOR	8	LABOR ON JOB ONE MAN 9.5 HRS.	37.50	300.00
LABOR	1.5	LABOR OVER 8 HRS.	56.25	84.38
OVERTIME				
F550/F450	1	F550/F450 FLATBED	75.00	75.00
FLATBED				
IR	0.5	IR COMPRESSOR W/HAMMER, DRILLS	250.00	125.00
PUMP	1	2" WATER PUMP	60.00	60.00
WATER TANK	1	325 GAL. WATER TANK	35.00	35.00
PARTS/MATERIAL	1	PARTS OR MATERIALS, 400' OF 1/2" CABLE AND CLAMPS.	200.00	200.00
A				
CX210	7	CX 210 W/2' - 3' - 42" BUCKET ON 6/26/12. (FINISH BIG ROCK, ROCK FENCE NO. SIDE, CUT FOR DRIVEWAY RETAINING WALL)	175.00	1,225.00
CX210W/BREAKER	1	CX 210 W/BREAKER/COMPACTOR	300.00	300.00
TRUCKING	10	HIRE OUT TRUCKING, BURDICK, 4 LDS ROCK, PRE-LOAD SLASH.	90.00	900.00
B&G LABOR	4	BRAD & GUY LABOR	75.00	300.00
It's a pleasure working with you! THANK YOU B&G			Total	

B & G Excavation, Inc.

PO Box 315
Carrollan Bay, CA 96140
(530) 546-2759
CA. I.C.# 825643 / NV. I.C.# 037890

Invoice

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JUL 02 2012

Dianda Construction, LLC

Bill To:
DIANDA CONSTRUCTION
1050 LINDA WAY
SPARKS, NV 89431

Date	Invoice No.	P.O. Number	Terms	Project
06/30/12	1657	CHRIS ABRAH	Due on receipt	

Item	Quantity	Description	Rate	Amount
LABOR- BEN BLASTER	8	LABOR ON JOB, TODD	50.00	400.00
LABOR	11	BOULDER BLASTER	40.00	440.00
LABOR	8	LABOR ON JOB ONE MAN 9.5 HRS.	37.50	300.00
OVERTIME	1.5	LABOR OVER 8 HRS.	56.25	84.38
F550/F450 FLATBED	1	F550/F450 FLATBED	75.00	75.00
IR PUMP	0.5	IR COMPRESSOR W/HAMMER, DRILLS	250.00	125.00
WATER TANK	1	2" WATER PUMP	60.00	60.00
	1	325 GAL. WATER TANK	35.00	35.00
CX210	8	CX 210 W/2' - 3' - 42" BUCKET ON 6/27/12. (ROCK FENCING, MOVE IN TRACK DRILL, START ROCK WALL, BURT WATER LINE)	175.00	1,400.00
TRUCKING	5.5	HIRE OUT TRUCKING, BURDICK, 1 LD. SLASH, 1 LD. ROCK IN, 1 LD. 1 1/2 CUT BACK.	90.00	495.00
DUMP	1	DUMP FEES, CARSON LANDFILL, SLASH.	26.50	26.50
2.5" x 1"	10.5	2.5" x 1" UNDER STRUCTURE	17.75	186.38
B&G LABOR	8	BRAD & GUY LABOR	75.00	600.00
LABOR- BEN	8	LABOR ON JOB, TODD	50.00	400.00
LABOR	8	LABOR ON JOB ONE MAN 9.5 HRS.	37.50	300.00
OVERTIME	1.5	LABOR OVER 8 HRS.	56.25	84.38
F550/F450 FLATBED	1	F550/F450 FLATBED	75.00	75.00
PUMP	1	2" WATER PUMP	60.00	60.00
WATER TANK	1	325 GAL. WATER TANK	35.00	35.00
It's a pleasure working with you! THANK YOU B&G			Total	

B & G Excavation, Inc.

PO Box 315
 Carrolan Bay, CA 96140
 (530) 546-2759
 CA. LIC.#8225643 / NV. LIC.#037890

Invoice
RECEIVED
 JUL 02 2012
 Dianda Construction, LLC

Bill To:
 DIANDA CONSTRUCTION
 1050 LINDA WAY
 SPARKS, NV 89431

Date	Invoice No.	P.O. Number	Terms	Project
06/30/12	1657	CHRIS ABRAH	Due on receipt	

Item	Quantity	Description	Rate	Amount
PARTS/MATERI A	1	PARTS OR MATERIALS, MARIFI CLOTH, 30 T-STAKES, 1/4' ROPE.	245.00	245.00
CX210	* 6.5	CX 210 W/2' - 3' - 42" BUCKET ON 6/28/12. (FINISH RETAINING WALL, TRY TO FINED LEEKS IN WATER LINE, TRACK DRILL)	175.00	1,137.50
TRUCKING	5.5	HIRE OUT TRUCKING, BURDICK, 2 LDS. ROCK OUT. 1/2 LD. IN.	90.00	495.00
2.5" x 1"	6	2.5" x 1" UNDER STRUCTURE	17.75	106.50
LABOR- BEN	* 6.5	LABOR ON JOB, TODD	50.00	325.00
BLASTER	4	BOULDER BLASTER	40.00	160.00
B&G LABOR	7	BRAD & GUY LABOR	75.00	525.00
LABOR	8	LABOR ON JOB ONE MAN 9.5 HRS.	37.50	300.00
LABOR	1.5	LABOR OVER 8 HRS.	56.25	84.38
OVERTIME				
F550/F450	1	F550/F450 FLATBED	75.00	75.00
FLATBED				
IR	0.5	IR COMPRESSER W/HAMMER, DRILLS	250.00	125.00
PUMP	1	2" WATER PUMP	60.00	60.00
WATER TANK	1	325 GAL. WATER TANK	35.00	35.00
CX210	* 1	CX 210 W/2' - 3' - 42" BUCKET ON 6/29/12. (TRACK DRILL, FOUND LEEKS IN WATER LINE BURT, REPAIR MARTY'S DRIVEWAY)	175.00	175.00
B&G LABOR	* 8	BRAD & GUY LABOR	75.00	600.00
LABOR	* 8	LABOR ON JOB ONE MAN 9 HRS.	37.50	300.00

It's a pleasure working with you! THANK YOU B&G Total

B & G Excavation, Inc.

PO Box 315
 Carleton Bay, CA 96140
 (530) 546-2759
 CA. LIC.#825643 / NV. LIC.#037890

Bill To: DIANDA CONSTRUCTION 1050 LINDA WAY SPARKS, NV 89431

Invoice
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 JUL 02 2012
 Dianda Construction, LLC

*Application #2
 week 6/24 - 6/30*

Date	Invoice No.	P.O. Number	Terms	Project
06/30/12	1657	CHRIS ABRAH	Due on receipt	

Item	Quantity	Description	Rate	Amount
LABOR OVERTIME	1	LABOR OVER 8 HRS.	56.25	56.25
F550/F450 FLATBED PUMP	1	F550/F450 FLATBED	75.00	75.00
WATER TANK	1	2" WATER PUMP	60.00	60.00
	1	325 GAL. WATER TANK	35.00	35.00
PROFIT & OVER		PROFIT & OVERHEAD 15% OF \$16,508.15 =	2,476.23	2,476.23
Job Name <u>Fontaine Res</u> Job No <u>10009</u> M <u>S</u> E O Phase Code <u>012</u> <u>ccc</u> <u>ccc</u> Contract/PO <u>10009</u> <u>001</u> \$ <u>18,984.38</u> Approved By <u>CA</u>				
It's a pleasure working with you! THANK YOU B&G			Total	\$18,984.38

B & G Excavation, Inc.

PO Box 315
Carnelian Bay, CA 96140
(530) 546-2759
CA. LIC.#825643 / NV. LIC.#037890

Invoice

1659

Bill To:
DIANDA CONSTRUCTION
1050 LINDA WAY
SPARKS, NV 89431

Date	Invoice No.	P.O. Number	Terms	Project
07/07/12	1659	CHRIS ABRAH	Due on receipt	

Item	Quantity	Description	Rate	Amount
B&G LABOR	4	BRAD & GUY LABOR ON 7/2/12. (TRACK DRILL FINISHED, DOUDLAS CO. WATER LOCATE, CLEAN-UP SLASH AND FENCING.)	75.00	300.00 *
KW #7A	2.75	KW #7A 10 WHEELER, FOR BLASTING.	90.00	247.50
3/8" MA LABOR	9.56	3/8" PEA GRAVEL, FOR BLASTING.	20.25	193.59
F550/F450	7	LABOR ON JOB	37.50	262.50
FLATBED	1	F550/F450 FLATBED	75.00	75.00
PUMP	1	2" WATER PUMP	60.00	60.00
WATER TANK	1	325 GAL. WATER TANK	35.00	35.00
LABOR	1	LABOR ON JOB ON 7/2/12. (REPAIR MARTY'S DRIVE WAY)	37.50	37.50 *
SMALL PLATE	0.5	SMALL PLATE	80.00	40.00 *
PARTS/MATERIA	1	PARTS OR MATERIALS, NO. SHORE HARDWARE, 1 SACK #30 SAND.	12.00	12.00 *
CX210	2	CX 210 W/2' - 3' - 42" BUCKET ON 7/3/12. (UNLOAD BLASTING MATS)	175.00	350.00
B&G LABOR	2.5	BRAD & GUY LABOR	75.00	187.50
CX210	4	CX 210 W/2' - 3' - 42" BUCKET ON 7/6/12. (BLAST PAD, REMOVE TRACK DRILL AND MATS)	175.00	700.00
KW #7A	2	KW #7A 10 WHEELER, HAUL OUT 2 MATS TO T.V.	90.00	180.00
LABOR	6.5	LABOR ON JOB, FIX FENCING, (INSTALL FENCE @ MIKES, DIG OUT TOP LATERIAL.)	37.50	243.75 *
It's a pleasure working with you! THANK YOU B&G			Total	

B & G Excavation, Inc.

PO Box 315
 Carnation Bay, CA 96140
 (530) 546-2759
 CA. LIC.#825643 / NV. LIC.#037890

ORIGINAL

Invoice

Bill To:
DIANDA CONSTRUCTION 1050 LINDA WAY SPARKS, NV 89431

Date	Invoice No.	P.O. Number	Terms	Project
07/07/12	1659	CHRIS ABRAH	Due on receipt	

Item	Quantity	Description	Rate	Amount	
F550/F450 FLATBED	1	F550/F450 FLATBED	75.00	75.00	
PUMP	1	2" WATER PUMP	60.00	60.00	
WATER TANK	1	325 GAL. WATER TANK	35.00	35.00	
HOURLY	1	WORK ON T & M BASIC, BURT&BURT, 6/21 THRU 6/29, INV. #'S 4951, 4952, 4956, 4957, 4958. (WATER LINE)	5,157.00	5,157.00 *	
PROFIT & OVER	1	PROFIT & OVERHEAD 15% OF \$8,251.34 =	1,237.71	1,237.71 PLUS 15% *	
Job Name <u>Fontaine Residence</u> Job No <u>10009</u> M <u>(S)</u> E O Phase Code <u>02</u> <u>000</u> <u>000</u> Contract/PO <u>10009</u> <u>001</u> \$ <u>9,989.05</u> Approved By <u>JG</u>					
It's a pleasure working with you! THANK YOU B&G				Total	9,989.05

6659

B & G Excavation, Inc.

PO Box 315
Carmelian Bay, CA 96140
(530) 546-2759
CA. LIC.#825643 / NV. LIC.#037890

DIANDA CONSTRUCTION
1050 LINDA WAY
SPARKS, NV 89431

Invoice

#5
RECEIVED
JUL 24 2012
Dianda Construction, LLC

07/22/12	1864	Due on receipt
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Item	Quantity	Description	Unit Price	Total Price
CX210	2	CX 210 W/2' - 3' - 42" BUCKET ON 7/19/12. (EXPOSE UTILITIES FOR RELOCATE)	175.00	350.00
CX210	3	CX 210 W/2' - 3' - 42" BUCKET ON 7/20/12. (UTILITIES RELOCATE)	175.00	525.00
KW #7A	2	KW #7A 10 WHEELER	90.00	180.00
DG	10.21	DECOMPOSED GRANITE	11.00	112.31
HOURLY		WORK ON T & M BASIC, (B&B ON UTILITY RELOCATE)	0.00	0.00
PROFIT & OVER		PROFIT & OVERHEAD 15% OF \$1,167.31 =	175.10	0.00
WATER LINE				

B & G Excavation, Inc.

PO Box 315
Carmelita Bay, CA 96140
(530) 546-2759
CA. LIC.#825643 / NV. LIC.#037890

Invoice

Bill To:
DIANDA CONSTRUCTION
1050 LINDA WAY
SPARKS, NV 89431

Date	Invoice No.	P.O. Number	Terms	Project
8/11/12	1668		Due on receipt	

Item	Quantity	Description	Rate	Amount
HOURLY	1	WORK ON T & M BASIC, BURT & BURT, RELOCATE POWER, PHONE, CABLE, FIRE, WATER SERVICE.	7,479.50	7,479.50
PROFIT & OVER		PROFIT & OVERHEAD 15% OF 7,479.50 =	1,121.93	0.00
		<p>WATER ONLY 2500.- INCLUDED PRESSURE TEST OF EXISTING LINE</p> <p>\$7,479.50 ⊕ 10009 02.000.000</p>		
WATER LINE			Total	\$7,479.50



BURT & BURT, INC.
General Engineering Contractors
P.O. BOX 1461
CRYSTAL BAY, NV 89402

INVOICE

5025

(530) 546-1012
(775) 742-1589

RECEIVED

SEP 11 2012

TO

BIG
DIANDA DIRECT

Dianda Construction, LLC

DATE <i>8/27/12</i>	ORDER NO.
SHIP TO <i>UPPERWAY WATER - Dig out</i>	
<i>FOR WELD CONNECTION / REMOVE</i>	
<i>STEEL PLATES</i>	

<i>2hr</i>	<i>Supervision</i>	<i>44</i>	<i>88</i>	
<i>1 1/2hr</i>	<i>SERVICE TRUCK</i>	<i>45</i>	<i>67</i>	<i>50</i>
<i>4 1/2hr</i>	<i>Lowbed (580 Hdr in / plates out)</i>	<i>130</i>	<i>585</i>	<i>-</i>
<i>2hr</i>	<i>580 Hdr</i>	<i>120</i>	<i>240</i>	
<i>5 1/2hr</i>	<i>LABOR</i>	<i>40</i>	<i>220</i>	
<i>5 1/2hr</i>	<i>LABOR</i>	<i>40</i>	<i>220</i>	
<i>3ea</i>	<i>4x8 Plates / out</i>	<i>45</i>	<i>135</i>	
			<i>1555</i>	<i>50</i>

Thank You!

Job Name Fontaine Res.
Job No 10009 M E O
Phase Code 01 970 100
Contract/PO _____
\$ 1,555.50 Approved By CDA



BURT & BURT, INC.
General Engineering Contractors
P.O. BOX 1461
CRYSTAL BAY, NV 89402

INVOICE

5026

(530) 546-1012
(775) 742-1589

RECEIVED

SEP 11 2012

TO:

B & G
DIANDA DIRECT

Dianda Construction, LLC

DATE	8/27/12	ORDER NO.
SHIP TO	DIANDA, H20 MATERIAL	

QTY	DESCRIPTION	UNIT PRICE	TOTAL
2ea	FRF 6" 90° ELBOW	219	438
2ea	6" Flange coupling	363	726
2ea	6" NUT BOLT GASKET	21	42
2ea	6" WELD FLANGE	42	84
2ea	6" PUC (6" dia) Repair coupling	61	122
10'	6" C90U Repair pipe	8	80
	(5' x 10' x 10')		1492

Thank You!

Job Name Fontaine Res.
Job No. 10009 M E O
Phase Code 01 370 100
Contract/PO _____
\$ 1492.00 Approved By CDL



BURT & BURT, INC.
General Engineering Contractors
P.O. BOX 1461
CRYSTAL BAY, NV 89402

RECEIVED INVOICE

SEP 11 2012

5027

(530) 546-1012
(775) 742-1589

Diana Construction, LLC

TO

B & G

DIANDA DIRECT

DATE <i>8/28/12</i>	ORDER NO.
SHIP TO <i>UPPAWAY - well steel pipe</i>	
<i>connection of initial 90° of</i>	
<i>PIPE to existing</i>	

Qty	Description	Unit	Rate	Total
<i>1hr</i>	<i>Supervisor</i>		<i>44</i>	<i>44</i>
<i>1hr</i>	<i>Service truck</i>		<i>45</i>	<i>45</i>
<i>L.S.</i>	<i>Central welder</i>			<i>684</i>
<i>2 1/2 hrs</i>	<i>Dump truck</i>		<i>90</i>	<i>225</i>
<i>7 hrs</i>	<i>Welder</i>		<i>40</i>	<i>280</i>
<i>6 hrs</i>	<i>Welder</i>		<i>40</i>	<i>240</i>
<i>4'</i>	<i>6" Sch 40 STEEL PIPE</i>		<i>14</i>	<i>56</i>
<i>6 TON</i>	<i>BEARING SAND</i>		<i>18</i>	<i>108</i>
				<i>1682</i>

Thank You!

Job Name *Fountain Res.*
 Job No *10009* M E O
 Phase Code *01* *270.100*
 Contract/PO _____
 \$ *1682.00* Approved By *CDA*



BURT & BURT, INC.
General Engineering Contractors
P.O. BOX 1461
CRYSTAL BAY, NV 89402

(530) 546-1012
(775) 742-1589

RECEIVED
SEP 11 2012

Diana Construction, LLC

INVOICE

5028

TO

B & G
DIANNA DIRECT

DATE <i>8/29/12</i>	ORDER NO.
DESCRIPTION <i>CLIPPING - BULKY WASTE & cleanup</i>	

Quantity	Description	Unit Price	Total Price
1 hr	Supervisor	44	44
1 hr	Service Truck	45	45
1 1/2 hr	580 Haul	120	180
1 hr	Waste w/over	75	75
4 hr	LABOR	40	160
3 hr	LABOR	40	120
			624

Thank You!

Job Name Fordline Res.
Job No. 10009 M S E O
Phase Code 01 890 100
Contract/PO _____
\$ 624.00 Approved By _____



PROPOSAL & CONSTRUCTION CONTRACT

SIERRA NEVADA CONSTRUCTION, INC.

March 26, 2013

Dianda Construction, Inc.
Rich Evans
1050 Linda Way
Sparks, NV 89431

RECEIVED
MAY 23 2013

Dianda Construction, Inc.

Regarding: Driveway - Zenlyr Cove

Subject: Asphalt Maintenance 2013

Rich,

This proposal dated 5-23-13, for work to be performed at 412 South Paine Blvd, Glenbrook, NV, herein designated the "Project" shall become a binding contract upon execution by SIERRA NEVADA CONSTRUCTION, INC., hereinafter designated "Subcontractor", and Dianda Construction, Inc., hereinafter designated "Contractor".

WITNESSETH: That Subcontractor and Contractor, for the consideration hereinafter set forth agree as follows:

Section 1. ~~Subcontractor acknowledges that it is familiar with the nature and location of the work and the physical conditions and terrain of the work area, and that it has conducted a thorough inspection of the work area and has determined that it is capable of performing the work in accordance with the specifications and drawings and that it has no objections to the work to be performed and that it has no claims against the Contractor or any other party.~~

The following table shall serve as a breakdown of our proposal:

ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
Type II Slurry Seal:	1 LS	\$3,500.00	\$3,500.00
<ul style="list-style-type: none"> > Clean existing asphalt with a power broom and blower. > Apply a single coat of Type II Slurry Seal with a roller. <p>Lead Spec: AC 111. Acceptance Surfs (Approx. 1,100 sq yd)</p>			
		Job Name:	Fontaine Residence
		Job No:	10009
		Phase Code:	02.950.100 <input type="checkbox"/> M <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> O
		\$	3,500

Section 2. Special Conditions & Exclusions

1. This proposal excludes performance & payment bonds, permits and fees.
2. This proposal excludes all change orders, including all extra work and materials.
3. This proposal excludes all traffic control, notifications and traffic control signage.
4. This proposal excludes all heavy use of work. If the work is continued above, if the project is completed on more than the quoted phasing, an additional \$3,500.00 will be charged per each mobilization.
5. This proposal is based on a 5 day/8 hour/100% day work schedule.
6. This proposal is based on all work being awarded to SNC. We reserve the right to modify our prices if only selected portions of the quoted work are awarded to SNC.

corporate office
po box 50760, sparks, nv 89435
475 east greg street, ste. 117, sparks, nv 89431
ph 775-355-0420 fax 775-284-2612

northern nevada
po box 50760, sparks, nv 89435
2055 east greg street, sparks, nv 89431
ph 775-355-0420 fax 775-355-0535

northern california
9701 dino drive, ste. 190
elk grove, ca 95624
ph 916-753-1700 fax 916-753-1798

EXHIBIT "D"

RECEIVED

JUN 04 2013

Dianda Construction, LLC



BUDGET PROPOSAL

ELECTRICAL CONTRACTING

DATE: 6/4/13

TO: Dianda Construction, Inc.

PROPOSAL: Fontaine Residence

Attn: Joel

[REDACTED]

Exclusions:

- Permits and fees.
- Utility fees and charges.
- Concrete cutting, coring and patching.
- Cut, patch, and painting
- Trenching, backfill and compaction.
- Purchase and installation of pumps.

Amount of this Proposal: [REDACTED]
(FOURTEEN THOUSAND DOLLARS AND NO CENTS)

The contractual agreement from acceptance of this proposal is to be based on the AGC/ASA/ASC, "Standard Form Construction Subcontract", 1994 edition or other mutually acceptable form. All terms and conditions of this proposal are to be incorporated by reference in such Agreement.

IF THE ABOVE MEETS WITH YOUR APPROVAL, PLEASE SIGN AND RETURN ORIGINAL COPY.

ACCEPTED: _____

TERMS: Progress Payments
Net 30 Days

Job Name: Fontaine Residence

Job No: 10009
13.030.000

Phase Code: M S E O

\$ 14,500.00

OFFERED BY: [Signature]
Mark Allen
Project Manager/Estimator



WESTERN
PACIFIC
ELECTRIC INC.

CHANGE ORDER

ELECTRICAL CONTRACTING

TO: Dianda Construction, LLC
1050 Linda Way
Sparks, NV 89431
Attn: Chris Abrahamson

DATE: 8/26/13
Fontaine Pump House CO-01
TESCO SCADA

** SEE TESCO
Quote attached
next page
for full scope*

We hereby propose to per form the following changes

- Provide and install TESCO SCADA system per plans and specs.
- Provide and install transducers and flow meters.
- Provide and install required cabling per plans and specs.

Amount of this Change Order \$54,250.00
(FIFTY FOUR THOUSAND TWO HUNDRED FIFTY and 00/100 Dollars)

The contractual agreement from acceptance of this proposal is to be based on the AGC/ASA/ASC, "Standard Form Construction Subcontract", 1994 edition or other mutually acceptable form. All terms and conditions of this proposal are to be incorporated by reference in such Agreement.

IF THE ABOVE MEETS WITH YOUR APPROVAL, PLEASE SIGN AND RETURN ORIGINAL COPY.

ACCEPTED: _____

TERMS: Progress Payments
Net 30 Days

OFFERED BY: *Mark Allen*
Mark Allen
Project Manager/Estimator

VOID IF NOT ACCEPTED WITHIN 30 DAYS.



8440 Florin Road
SACRAMENTO, CA 95828
(916) 395-8800 / 429-2817 (FAX)
ahassan@tescocontrols.com

*** Engineering • Manufacturing • Systems Design • Systems Integration • Service & Support ***

DATE: June 3, 2013

TO: Bidding Contractors
ATTN: Estimator

JOB NAME: Fontaine Residence Pump House - Douglas County
BID DATE: June 2, 2013
TESCO QUOTE NO: 13F002Q01

Dear Sir,

Thank you for your interest in TESCO products.

We are pleased to quote the following "Scope-of-Work" pertaining to the above-mentioned project, in general conformance with the requirements of the applicable drawings E0.1, E0.2, and E1.1.

** I included in WPE Quote dated 8/26/13*

Item #	Qty	Description
1	1	TESCO RTU Panel to include: <ul style="list-style-type: none"> • Wall-Mount Nema 12 Enclosure • Circuit Breakers as required • TESCO L2000 Programmable Logic Controller 'PLC' • TESCO L2000 Compact Operator Interface 'OIT' • 900MHz Radio • Power Supply • Uninterruptible Power Supply 'UPS' • Lightning Arrestor • Duplex Receptacle (GF) • Panel Cooling Fans w/ Filtered Louvers • Terminal Block, Relays, and Nameplates as required
2	1	Yagi Antenna w/ Mounting Hardware & Coax Cable (mast by others)
3	Lot	Point-to-Point RF Study between Fontaine Residence and Cave Rock Treatment Plant to determine antenna height and direction
4	Lot	TESCO Professional Services to include: <ul style="list-style-type: none"> • Submittals • PLC Programming • Modify Existing TESCO SCADA System at Cave Rock Treatment Plant • O&M Manuals • Guarantee • Startup, Calibration & Test of TESCO Supplied Equipment

TOTAL FOR ITEMS #1 thru #4: \$ 42,000.00
ALL APPLICABLE TAXES INCLUDED
 FREIGHT ALLOWED

OPTIONAL ADDER
 200A/2P Manual Transfer Switch & Fusible Disconnect Motor Starter: \$ 2,500.00

Page 2

JOB NAME: Fontaine Residence Pump House -- Douglas County
BID DATE: June 2, 2013
TESCO QUOTE NO: 13F002Q01

TERMS:

- SUBMITTAL: Approximately 4-6 weeks after receipt of purchase order.
- DELIVERY: Approximately 10-12 weeks after receipt of approved submittals.
- ADDENDUMS ACKNOWLEDGED: 0
- QUOTATION FIRM FOR 30 DAYS UNLESS OTHERWISE STATED.
- Final retention to be paid 10 days after the project notice of completion.
- TESCO's price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms: Net 30 days on approved credit accounts.
- Interest will be applied on all past due invoices.
- All merchandise sold is subject to lien laws.

PROJECT BID CLARIFICATIONS:

- TESCO's Price will be to furnish only, and does not include conduit, wire, tubing, termination, or installation.
- Except where noted, the following is not furnished by TESCO:
 - Local control stations and/or field mounted disconnect.
 - Instrumentation mounting brackets, stanchions, and sunshields.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Instrumentation defined in other sections of the specifications
 - 3rd party independent testing, harmonic studies, electrical coordination studies or Arc Flash Hazard Analysis.
 - Interconnection and loop diagrams.

If you have any questions, comments, or if we can be of further assistance, please contact us.

Sincerely,



AJ Hassan
Estimating / Sales Department

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20 day of June, 2013
By [Signature] Deputy