

Assessor's Parcel Number: N/A

Date: NOVEMBER 4, 2015

Recording Requested By:



00025198201508722330150158

KAREN ELLISON, RECORDER

Name: NIKKI SCHMIDT, PUBLIC WORKS
 (NC)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2015.227

(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

KLEINFELDER, INC.

FILED
2015 NOV -3 PM 3:11
DOUGLAS COUNTY
CLERK
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15.227

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and Kleinfelder, Inc. ("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 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 services hereinafter described.

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

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of essence for performance of the professional services described herein and all tasks must be completed by Thursday, December 31, 2015. Notwithstanding the foregoing, timeliness shall be an obligation secondary to the duty to provide the Services in accordance with the professional Standard of Care.

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. 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 evidence to the County that Contractor has made the following written request to Contractor's insurer:

Kleinfelder, Inc. has entered into a contract with Douglas County to perform work through Thursday, December 31, 2015 and requests that 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
Public Works Department
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.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform the following:

Complete the various analysis and evaluation for the North Valley Wastewater Treatment Plant effluent storage reservoir in accordance with the attached Scope of Work.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed thirty six thousand one hundred Dollars (\$36,100) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach.

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 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 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.

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, all hazardous materials regulations, 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. The Materials are not intended to be suitable for re-use by the County or others on extensions of the project or any other project. Any re-use, without the prior written verification or adaptation by the Contractor for the specific purpose intended, will be at County's sole risk and without liability or legal exposure to Contractor.

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, 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, and save and hold the County, its agents and employees harmless from any claims, causes of action or liability to the proportionate extent caused by or resulting from Contractor's negligent performance of the Services pursuant to the terms of the Contract by Contractor or Contractor's agents or employees. Contractor's obligation to indemnify and defend County shall be contingent upon a judicial finding of professional negligence on the part of Contractor, and in proportion to the degree to which such negligence has contributed to the total damages.

15. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute 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
Attn: Public Works Director
1120 Airport Road, F2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6227

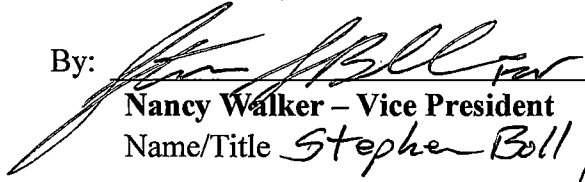
To Contractor:

Kleinfelderder, Inc.
2882 Prospect Park Dr., Suite 200
Rancho Cordova, CA 95670
Telephone: 916-366-1701

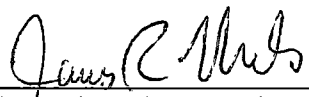
21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately 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.

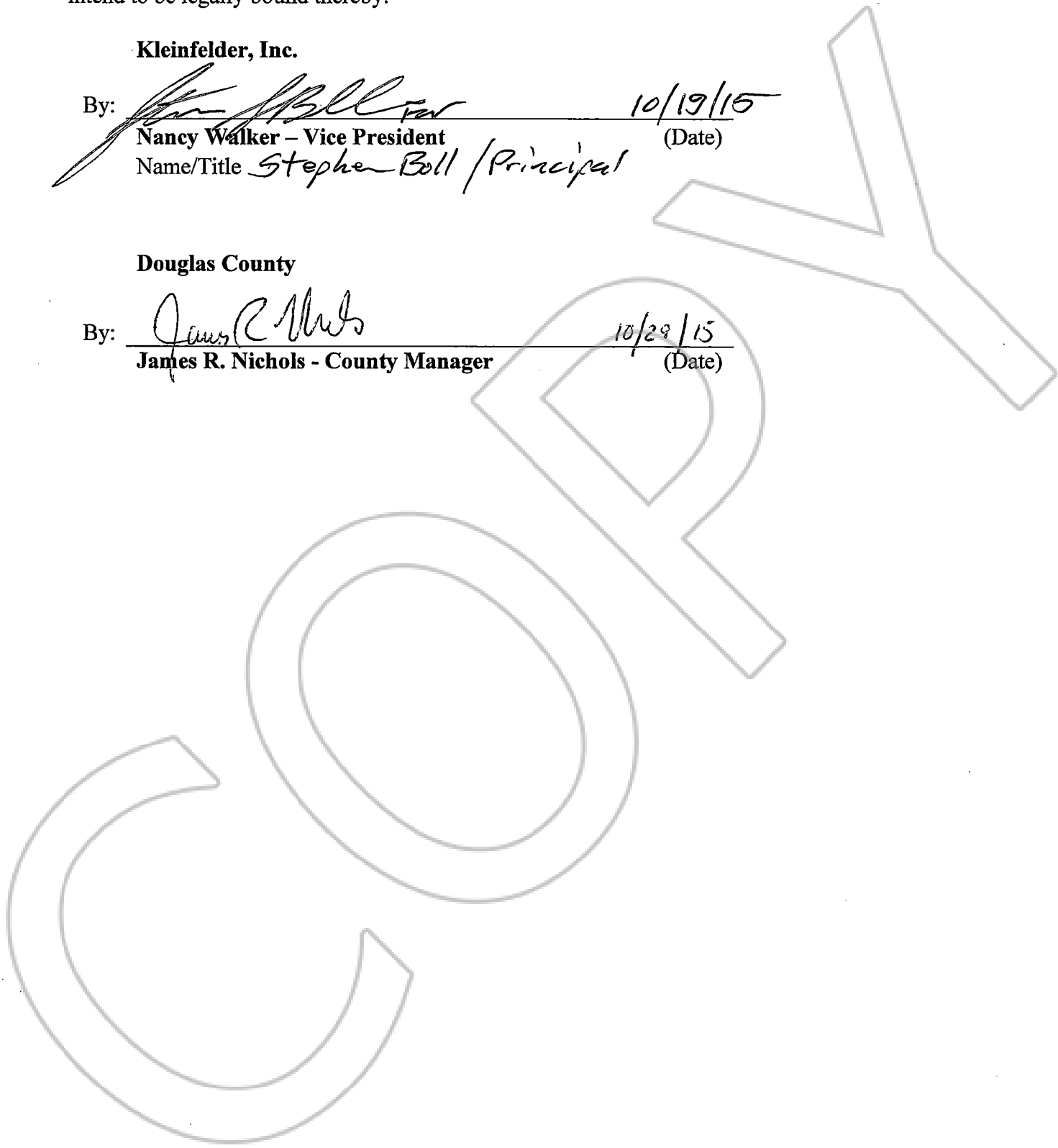
IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Kleinfelder, Inc.

By:  10/19/15
Name/Title **Nancy Walker - Vice President** (Date)
Stephen Boll / Principal

Douglas County

By:  10/29/15
Name/Title **James R. Nichols - County Manager** (Date)





September 24, 2015
File No.: LOCALMKT

Nicholas Charles, PE
Douglas County Public Works
1120 Airport Road, Building F-2
Minden, NV 89423
Email: ncharles@douglas.nv.us

SUBJECT: Proposal for Geotechnical Engineering Services
Effluent Storage Pond Embankment Slope Repair
North Valley Waste Water Treatment Plant
Douglas County, Nevada

Dear Mr. Olson:

Kleinfelder is pleased to present this proposal to provide geotechnical engineering services for evaluation of the embankment slope erosion experienced at the effluent storage pond at the North Valley WWTP. The purpose of our study will be to support the Douglas County Public Works (DCPW) response to the request for a plan to address effluent storage reservoir defects, as noted in the Nevada Division of Environmental Protection (NDEP) 2015 Inspection Report for the North Valley WWTP Storage Reservoir - # NS006025, dated June 29, 2015. The 2015 Inspection Report noted potential defects of the existing reservoir including siltation, embankment fill loss, and ballast strap failure. Included in this proposal are a brief summary of our understanding of the project, the scope of services we can provide, and an estimate of our fees and schedule.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

BACKGROUND INFORMATION

Kleinfelder prepared a geotechnical investigation in 2007 for project (Project No. 77266, Dated February 16, 2007) and provided construction materials and inspection services during construction. The pond measures about 900 feet in the east-west direction and about 2,300 feet in the north south direction. General site topography slopes from the east downward to the west, which results in the eastern side of the pond being partially cut into native soils. When the pond was lowered this year, it was noticed that about the lower one-third of the northern portion of the embankment beneath the liner had slumped. A flat bench of material was located at the base of the slump (see Figure 1).

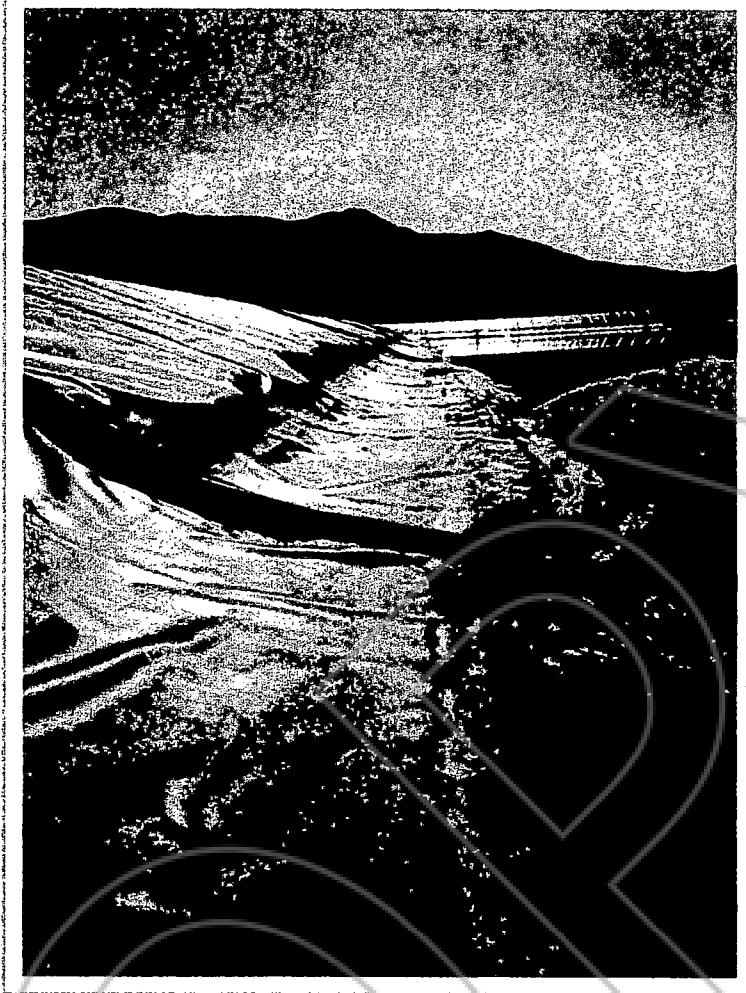


Figure 1
View of north embankment (looking east from middle of north end of pond)
showing slumping under geomembrane liner

Smaller magnitude slumping was also observed in other areas of the pond. Tears where strapping was fused to the liner to hold down the ballast tubes resulted in holes in the liner, which may have allowed pond water to affect the underlying embankment.

SCOPE OF SERVICES

Kleinfelder will propose to perform and provide the following scope of services with review by HDR and in support of the DCPW repair strategy plan requested by NDEP:

Task 1: Review of Existing Information

Kleinfelder professionals will review the existing geotechnical report published in 2007, the design plans, and the construction records that are in our files and are made available to us by HDR and DCPW. The review will be undertaken to evaluate the geotechnical data, recommendations, design, and construction of the existing earthen pond embankments.

Task 2: Site Visit and Review of Existing Conditions

Representatives of Kleinfelder will make a site visit to observe, document, and inspect the condition of the existing pond embankments and evaluate the conditions noted by NDEP in the 2015 Inspection Report. (Note: this initial visit has already been performed by Tim Williams). Kleinfelder will engage a surveyor to obtain six cross sections of the embankment. It is anticipated that this will include the two each on the north and west embankments and one each on the south and east embankments. The cross sections will extend from 50 feet beyond the landside toe to the waters edge in the impoundment and spot elevations will be taken on the top of the geomembrane. These cross sections will be compared to the design slopes to provide quantitative data on the degree of embankment loss or deformation of interior slopes and exterior slopes. The topographic survey data will also be used to construct accurate cross sections of the embankment at critical locations for further analysis.

Task 3: Seepage and Stability Analysis of Embankments

Kleinfelder will perform seepage analysis using available data from the existing geotechnical report and the current configuration of the embankments with the assumption of a direct connection between the impounded effluent and the underlying subgrade soils given the reported tears and holes in the existing HDPE pond liner. The stability of the existing embankment configuration will be analyzed considering the seepage forces and pore pressures induced under a developed steady-state seepage condition. If the stability of the embankment is found to not meet applicable minimum criteria, additional analysis of remedial measures would be performed as an optional scope item. A separate cost has been included for additional analyses and would only be used is authorized by the County. It should be noted that even though holes have been noted in the liner, there have not been any reports of seepage water on the face of the landside of the embankment.

Task 4: Consultation and Meetings with HDR and DCPW

After completion and internal QA/QC review of analyses results by Kleinfelder, we would propose to attend a meeting with DCPW and HDR to review the results of the analyses performed and discuss potential repair alternatives. The consultation by Kleinfelder would also include discussion and evaluation of geotechnical recommendations relative to provision of silt fencing, polymer dust palliatives, or other alternatives to mitigate the observed wind erosion of the unprotected exterior embankment slopes.

Task 5: Report

Kleinfelder would propose to document the work performed, the results of analyses, and professional engineering recommendations in a formal letter report submitted to DCPW. This letter would include a summary of the geotechnical analysis, conclusions regarding the possible causes of the observed distress, and recommendations for embankment repair/stabilization.

Task 6: Geomembrane Repair Plan

Kleinfelder will prepare a proposed pond geomembrane repair (or replacement) plan with estimated quantities and an engineer's estimate of probable cost. The repair plan will also include soils work as necessary to allow effective repair of the geomembrane or if the seepage and stability analysis recommends soils work for slope stabilization prior to geomembrane repair. The repair plan will consist of a letter report that describes the repair and specifies repair requirements (materials, seaming methods, seam strength thresholds, quality control testing).

The report will also contain a single 24" x 36" sheet showing the area(s) of repair and associated details.

Mr. Craig Olson of HDR will provide review and comment of the plan.

ESTIMATED FEES

Our fee to complete the scope of work described above will approximately \$36,100 (\$46,100 with the additional task). Our fee estimate is provided on a time and materials basis and will be invoiced on a monthly schedule until project completion. Charges in addition to the scope of work described above will be billed on a time-and-expense basis, based on our current rates, attached. We will notify you of events or conditions that arise that may affect the project schedule or budget during the course of the project.

A breakdown of our estimated fees is provided in Table 1 below.

Table 1: Cost Estimate*

Task	Estimated Cost
Task 1: Review of Existing Information and Survey of Cross Sections HDR	\$ 7,400 \$ 1,100
Task 2: Site Visit and Review of Existing Conditions	\$ 2,300
Task 3: Seepage and Stability Analysis of Embankments	\$ 3,800
Task 4: Consultation and Meetings with HDR and DCPW HDR	\$ 3,200 \$ 1,600
Task 5: Report	\$ 5,000
Task 6: Geomembrane Pond Liner Repair Plan HDR Review	\$ 8,900 \$ 2,800
Total	\$ 36,100
Additional Task: Additional Embankment Stability Analysis	\$10,000

*these tasks are estimates only and costs per task may vary.

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specialized invoicing if backup documentation is needed. These special services will be charged on a time-and-expense basis. Late fees will be charged if payment is not received in accordance with terms contained in the attached standard form of agreement. Kleinfelder will not charge the client for mobilizing staff from other offices to cover the scope of work described above.

SCHEDULE

At the present time it is anticipated that work could begin on the project immediately following your authorization to proceed. Our proposed schedule is outlined below.

Task	Estimated Duration (Days)	Days from Start of Project (Business Days)
Task 1: Review of Existing Information and Surveying	15	15
Task 2: Site Visit and Review of Existing Conditions	1	16
Task 3: Seepage and Stability Analysis of Embankments	5	21
Task 4: Consultation and Meetings with HDR and DCPW	5	26
Task 5: Report	2	28
Task 6: Geomembrane Pond Liner Repair Plan	20	48

AUTHORIZATION

We understand this work will be performed using a Douglas County Department of Public Works Professional Services Agreement. Please forward a copy of this agreement so Kleinfelder can review and comment on the terms of the agreement. If time is a critical factor, we are prepared to schedule our field investigation based on a signed facsimile of this agreement.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

The intent of the scope of work described above is to investigate potential causes of the observed distress and is not intended as a forensic study for litigation support. Litigation support would be additional to this project. It should be understood that investigation of construction distress is often a complicated and uncertain undertaking. It is common for distress to have more than one cause and determining a single cause may prove difficult. While Kleinfelder will endeavor to investigate the distress and find a cause, there is a risk that this investigation may not find a cause.

Kleinfelder offers a range of engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which may help better understand and manage the degree of risk. Since more detailed services involve greater expense, our clients should participate in determining the level of our services that provides adequate information for their purposes at acceptable levels of risk.

Acceptance of this Proposal will indicate that HDR and DCPW has reviewed the scope of services presented herein and have determined that they do not need or want more services than are being proposed at this time. Any exceptions should be noted but may result in a change in the estimated fee presented herein.

Kleinfelder appreciates the opportunity of presenting this proposal for your consideration. If you have questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,

KLEINFELDER, INC.



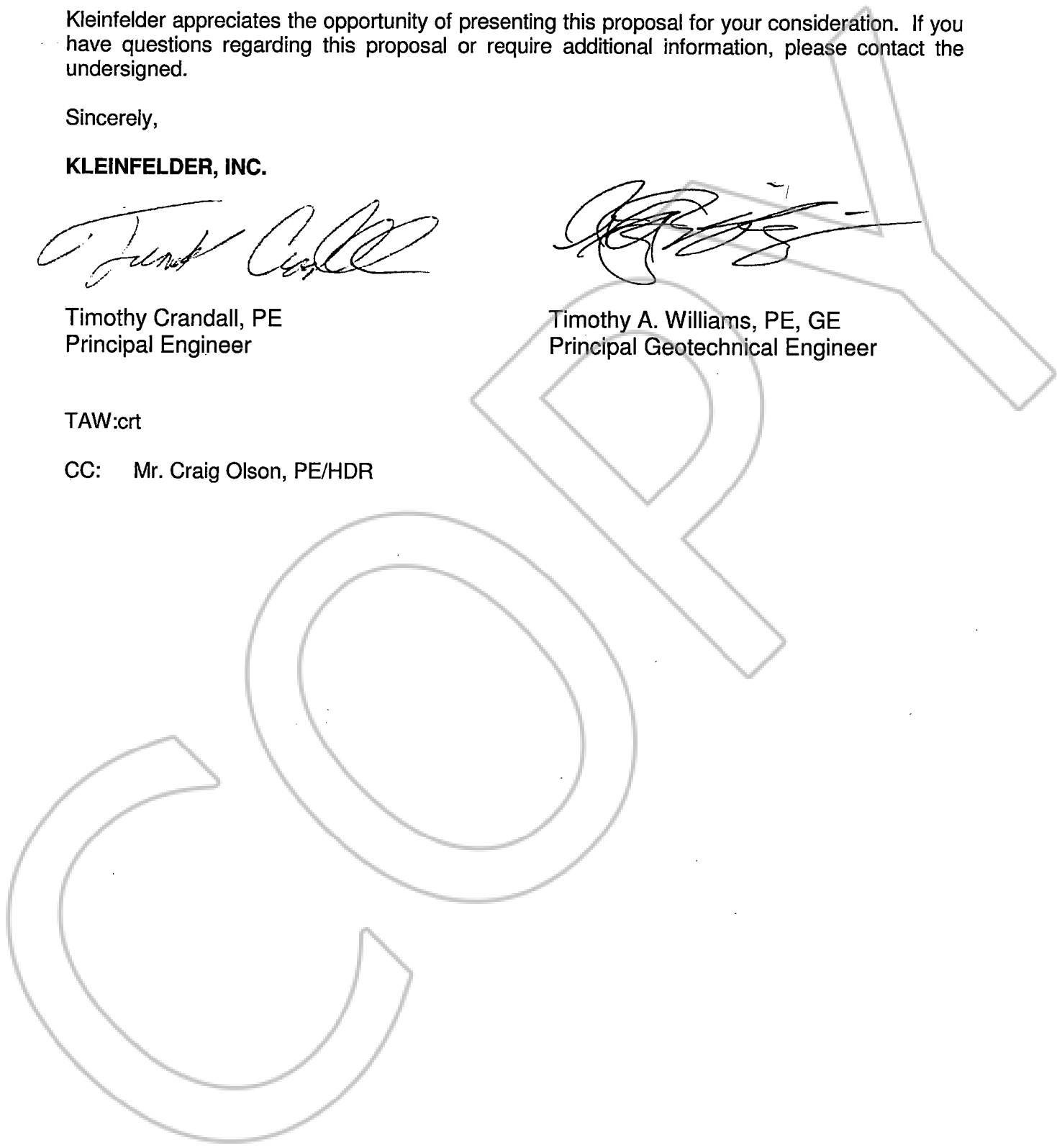
Timothy Crandall, PE
Principal Engineer



Timothy A. Williams, PE, GE
Principal Geotechnical Engineer

TAW:crt

CC: Mr. Craig Olson, PE/HDR



Summarized Expense Report

Monday, October 19, 2015
4:57:59 PM

Kleinfeider

Employee: 07103 Bjurstrom, Kalen Z

Signed

Approved

Submitted

Organization: WE:U:GVR:50211

Expense Report: US-07103-19OCT15

Report Date: 10/19/2015

Date	Category	Description	Project	Task	Bill	Account	Currency Code	Amount	Payment Amount
10/19/2015	Mileage (Overhead Only)	mileage	ADMINIST.WE0H 50-2110		<input type="checkbox"/>	791.00	USD	224.25	224.25
10/15/2015	Incidentals	134751	00134751.002A	02-0000	<input checked="" type="checkbox"/>	523.04	USD	5.00	5.00
10/15/2015	Supplies - Field	134751	00134751.002A	02-0000	<input checked="" type="checkbox"/>	522.00	USD	21.55	21.55
10/14/2015	Supplies - Field	health and safety fluids	ADMINIST.WE0H 50-2110		<input type="checkbox"/>	756.02	USD	76.15	76.15

Total Expenses **326.95**
Total Due **326.95**

COPY

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

21st day of June, 2015

By [Signature] Deputy

