

Assessor's Parcel Number: N/A

Date: JULY 19, 2017

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
(RR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

CONTRACT #2017.118
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

KLEINFELDER

DOUGLAS COUNTY
CLERK
DEPUTY

2017 JUL 18 PM 12: 10

NO. 2017.118

FILED

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, a California 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 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 Wednesday, January 31, 2018.

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 has entered into a contract with Douglas County to perform work through Wednesday, January 31, 2018 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:

Construction administration and quality assurance inspection and testing services during construction of the North Valley Waste Water Effluent Storage Reservoir Embankment Slope Repair, as described in Exhibit "A".

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in

Paragraph 4 on a time and materials cost not to exceed Sixty-eight Thousand and One-hundred and Sixty Dollars (\$68,160) (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. NON-APPROPRIATION. 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 the County's sole risk and without liability or legal exposure to the 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 and all 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:

Kleinfelder
Attn: Stephen Boll, Area Manager
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

By:  5/22/17
Stephen Boll, Area Manager (Date)

Douglas County

By:  7/6/2017
William B. Penzel (Date)
Chairman – Douglas County Board of Commissioners



Exhibit "A"

April 18, 2017
File No.: 20162778.002A

Mr. Ron Roman, PE
Douglas County Public Works
1120 Airport Road, Building F-2
Minden, NV 89423
Email: rroman@douglas.nv.us

**SUBJECT: Proposal for Construction Services
Effluent Storage Reservoir Embankment Slope Repair
North Valley Waste Water Treatment Plant
Douglas County, Nevada**

Dear Mr. Roman:

As requested, Kleinfelder has prepared this proposal for construction administration and quality assurance inspection and testing services related to the construction of the embankment slope repair at the effluent storage reservoir at the North Valley WWTP. Kleinfelder is currently providing engineering evaluation and design services to Douglas County for this project. The project is currently out to bid with the bid date on April 18, 2017. Construction is anticipated to be completed by November 1, 2017.

As requested, Kleinfelder proposes to perform the following construction administration scope of services.

Task A: Construction Administration

Kleinfelder will assist the County is administering the construction contract. These services will include attending meetings; reviewing contractor submittals, RFIs, and other documents; and preparing as-built documents. These services are discussed below.

1. Pre-Construction Meeting - Kleinfelder's Project Manager will attend and participate in the preconstruction conference including a project site visit (4 hours are assumed).
2. Construction Progress Meetings - Kleinfelder will attend construction progress meetings (8 meetings are assumed; 24 hours).
3. Kleinfelder will review construction progress and assist the County as requested (12 hours are assumed).
4. Contractor Submittal Review - Kleinfelder will review the Contractor's submittals for conformance to the Contract Documents. The submittal will be reviewed for conformance with design intent, materials application, design configuration, and overall compatibility with the facilities intended use. This proposal assumes review of ten (10) Contractor

Exhibit "A"

submittals with five (5) resubmittals with an average review time of 90 minutes each (submittal or resubmittal) (22.5 hours are assumed).

5. Requests for Substitution Review – Kleinfelder will review and evaluate Requests for Substitution or equal submissions on shop drawings and will provide a written approval or disapproval for a substitution request (12 hours are assumed).
6. Requests for Information/Clarification (RFI/RFC) Review - Kleinfelder will receive each written request for information or clarification (RFI/RFC) from the Contractor, review the request and the appropriate sections/drawings of the technical documents and prepare written response to the County. Kleinfelder will provide technical support to the County in the issuance of design clarifications or changes. For the purpose of this scope, we assume 12 RFI/RFCs with a review time of 90 minutes each (18 hours are assumed).
7. Change Order Preparation Assistance – Kleinfelder may be required on assisting the County in preparing, reviewing, and recommending on some of the complex proposed construction change orders. For the purpose of this scope, we assume one construction change order (12 hours are assumed).
8. Substantial Completion - Kleinfelder will assist the County in preparing a punchlist for Substantial Completion of the Project. Kleinfelder will participate in one final walk-through after preparation of the punchlist (20 hours are assumed).
9. As-Built Drawings – Kleinfelder will update the original Contract Documents based on information (RFIs, DCs, COs) received from the Contractor through the Construction Manager and create the As-built drawings. Kleinfelder will follow County standards for As-built Mylar drawings (20 hours are assumed).

The estimated fee for this task is \$26,510.

Task B: Construction Quality Assurance Testing and Inspection

1. Soils Observation and Laboratory Tests - Kleinfelder will provide a senior technician for observation and testing during earthwork grading operations including soil excavations, engineered fill, and preparation of subgrade. Our services will include on site in-situ density testing by nuclear/sand cone methods and sampling of native and imported materials. Recommendations provided in the project documents will be utilized as the requirements for this scope of the work. Any engineered fill and/or backfill will need to be observed for appropriate moisture content, oversized material, and debris. Our personnel will sample the materials and transport them to our laboratory for evaluation of maximum density/optimum moisture contents, sieve analysis, Atterberg Limits, and moisture content.
2. Geosynthetic Liner/Baffle Curtain Observation and Tests - Kleinfelder will provide a senior technician for observation and sampling during geosynthetic liner construction activities. Our services will include observation and documentation of installation including handling of materials, placement, seam preparation, welding, CQC sampling and testing. Our personnel will obtain geosynthetic material samples and transport them to Precision Geosynthetic Laboratory for appropriate testing. We will also provide observation of foundation pier construction for the baffle curtain and placement of controlled low strength material (CLSM). This will include reinforcing steel inspection, continuous observation and

Exhibit "A"

inspection during cast-in-place concrete and CLSM placement. Slump, temperature, and air content tests will be performed and concrete and CLSM specimens will be cast for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to the laboratory after the initial on-site curing period. Copies of batch tickets for all concrete placed will be monitored during placement for mix compliance and copies retained for loads sampled and tested.

3. Project Management and Reports - Project management is an on-going activity throughout the life of the project to help in project execution, communication, and staff coordination. Interaction between field technicians and project managers, and between the project manager and the general contractor, are essential to communicate site developments and respond accordingly. In addition, on-going dispatch scheduling for field inspections also involves administrative personnel who assist in preparing and distributing reports, and field technician dispatching.

Our Project Manager/CQA Officer will review the project documents and daily field reports during construction. Items found in non-compliance with the project requirements will be brought to the attention of the client's designated responsible representative for correction at the earliest opportunity. Field reports will also be forwarded to the client's designated representative. Our project team will also attend project team meetings including pre-construction and progress meetings. A final CQA summary report will be prepared following completion of all construction activities to document that the observations and testing was performed in accordance with project requirements.

A detailed estimate breakdown for Task B is included in Table 1. This estimate is preliminary and should be reviewed and updated once the contractor schedule and installation plans are provided.

Exhibit "A"

TABLE 1: Task B Cost Breakdown*

<u>Task - Soils Observations and Laboratory Tests</u>	<u>Duration</u>	<u>Total Hours</u>	<u>Rate</u>	<u>Total</u>
Senior Technician	2 weeks	100	\$ 95.00	\$ 9,500.00
Compaction Curve, Modified Proctor ASTM D1557, 4 @ \$240/each		4	\$ 240.00	\$ 960.00
Sieve Analysis, Coarse and Fine, 2 @ \$160/each		2	\$ 160.00	\$ 320.00
Atterberg Limits, Multiple Point ASTM D4318, 2 @ \$180/each		2	\$ 180.00	\$ 360.00
Task – Geosynthetic Liner/Baffle Wall Observation and Tests				
Senior Technician	4 weeks	200	\$ 95.00	\$ 19,000.00
Puncture Resistance ASTM D4833, 2 @ \$75/each		2	\$ 75.00	\$ 150.00
Tensile Strength (Type IV) ASTM D638, 2 @ \$75/each		2	\$ 75.00	\$ 150.00
Seam Testing ASTM D6392, 10 @ \$40/each		10	\$ 40.00	\$ 400.00
Shipping and Handling		4	\$ 50.00	\$ 200.00
Concrete Compression, ASTM C39, 2 sets of 4 each		8	\$ 31.00	\$ 248.00
Concrete Compression, ASTM D4832 , 2 sets of 4 each		8	\$ 45.00	\$ 360.00
Task - Project Management and Reports				
Principal Professional		10	\$ 210.00	\$ 2,100.00
Staff Professional		24	\$ 138.00	\$ 3,312.00
Senior Technician, Dispatcher and Scheduling		6	\$ 95.00	\$ 570.00
Administrative		12	\$ 85.00	\$ 1,020.00
Vehicle Mileage and Equipment 30 trips		30	\$ 100.00	\$ 3,000.00
Estimated Total Fee				\$ 41,650.00

* This estimate is preliminary and should be reviewed and updated once the contractor schedule and installation plans are provided.

ESTIMATED FEES

We propose our services be compensated on a time and materials basis based on our current agreement. For the scope of work outlined above, our fee is estimated to be as follows:

Table 2: Total Cost Estimate

Task	Fee
Task A: Construction Administration	\$ 26,510
Task B: Construction Quality Assurance Testing and Inspection	\$ 41,650*
Total	\$ 68,160

* This estimate is preliminary and should be reviewed and updated once the contractor schedule and installation plans are provided.

AUTHORIZATION

We understand this work will be performed under the current agreement between Kleinfelder and Douglas County.

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.

Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

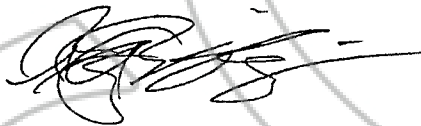
CLOSING

Kleinfelder appreciates the opportunity to be of service to Douglas County and looks forward to continuing working with you on this project. If you have any questions or require additional information, please contact us at (916) 366-1701.

Respectfully Submitted,

Sincerely,

KLEINFELDER, INC.



Timothy A. Williams, PE*
Principal Geotechnical Engineer
*Registered in Nevada and California

TAW:crt

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

19th day of April, 2017
By [Signature] Deputy