DOUGLAS COUNTY, NV
This is a no fee document

2018-915080

NO FEE

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DC/PUBLIC WORKS

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Assessor's Parcel Number: N/A	
Date:JUNE 5, 2018	00074366201809150800160160
Recording Requested By:	KAREN ELLISON, RECORDER
Name: VALERIE COOK, PUBLIC WORKS (JE)	_ \ \
Address:	_
City/State/Zip:	
Real Property Transfer Tax: \$_N/A	

(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

EASTERN SIERRA ENGINEERING, P.C.

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 Eastern Sierra Engineering, P.C. ("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 Friday, September 28, 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:

Eastern Sierra Engineering, P.C. has entered into a contract with Douglas County to perform work through Friday, September 28, 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 services:
 - A. Perform construction administration, construction surveying, inspection, materials and testing and project closeout for work associated with the reconstruction and widening of Dresslerville Road from Riverview Road to SR 756. Exhibit A includes the detailed scope of work and rate schedule.

- 5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed Eighty Thousand, Eight Hundred Forty Dollars (\$80,840) (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.
- 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 statue 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 negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.
- 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: Eastern Sierra Engineering, P.C.

4515 Towne Drive Reno, NV 89521-9696 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.

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Eastern Sierra Engine	eering, P.C.	\ \
By:	5-21-18	\ \
Gerry Jensen P.E Pr	resident (Da	te)
Douglas County,		
By: Pauces Mc	Normal 311	neer 2018
Nancy McDermid - Ch		te)
Regional Transportati	ion Commission	
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EXHIBIT A



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

CIVIL ENGINEERING & CONSTRUCTION SERVICES

May 17, 2018

Jon S. Erb, P.E. Senior Engineer Douglas County Public Works 1120 Airport Road Minden, NV 89423

Engineering During Construction Services Dresslerville Road Reconstruction Project

Dear Jon,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for Engineering During Construction Services for the work associated with the Dresslerville Road Project in Douglas County, Nevada. The project consists of the reconstruction of Dresslerville Road from Highway 756 to Riverview Drive (approximately 7,400 feet). Rehabilitation will include two 12' travel lanes with two 5' bikes lanes.

SCOPE OF SERVICES

Our Scope of work will generally consist of the following tasks:

- 1.0 Construction Services We have assumed 40 working days for the construction contract.
- 1.1 Contract Administration
 - 1. Provide contract administration services as follows:
 - Attend the preconstruction conference
 - Perform construction coordination
 - Review and provide recommendations on contractor's traffic control plans
 - Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement mix designs
 - Review and provide recommendations on test results
 - Review and provide recommendations on contractor's construction schedule and work progress
 - Review construction for acceptance and/or mitigation
 - Provide verification and approval of contractor's monthly pay request

- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the County for any necessary construction changes due to field conditions
- Assist in change order review and approval

1.2 Construction Surveying

Provide construction staking as follows:

- Rough Grade Staking: provide one set of preliminary grade stakes at 50 foot stations denoting offsets and cut/fill to finish grade. These stakes will be used for sawcut/clearing limits.
- Centerline Red Tops: provide one set of red tops at 50 foot centers for subgrade preparation.
- Finish Grade Staking: provide one set of final finish grade staking at 50 foot stations on tangents denoting offset and cut/fill to finish grade.

1.3 Inspection

- 1. Provide one full time inspector during all construction activities. 10-hour work days and a 40 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the County, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports submitted weekly to the County
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
- 2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests.

1.4. Materials Testing

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include

plantmix bituminous pavement, aggregate base, native subgrade material and structural fill material. Test reports, accompanied with ESE's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the County.

- 2. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement.
- 3. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory testing shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
- 4. Provide Plantmix Bituminous Pavement coring and laboratory testing. Laboratory test shall include core unit weight. Test reports will include percent relative compaction.

1.5 As-Built Information

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in PDF format (22" x 34" at 300 dpi) will be provided to the County for its files.

With the scope outlined above we estimate the fees for our services to be \$80,840.00. A summary of fees by task is shown below and the attached Estimated Engineering during Construction Cost Summary presents a detailed breakdown of our estimate.

	76. 27
Task	Fee
1.0 Construction Services	
1.1 Construction Administration	\$10,280.00
1.2 Construction Surveying	\$12,430.00
1.3 Inspection	\$39,100.00
1.4 Materials Testing	\$16,920.00
1.5 Project Closeout	\$2,110.00
Estimated Total	\$80,840.00

The estimated fee amount would not be surpassed without your written authorization. Additional work outside the above outlined scope of work shall be billed according to the attached 2018 Standard Rates for Technical Services.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,

Eastern Sierra Engineering, P.C.

Shawn W. Jenkins, P.E. Principal Engineer

Attachments: Estimated Cost Summary

2018 Standard Rates for Technical Services

Dresslerville Road Estimated Engineering during Construction Cost Summary

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Total Construction Services Task 1	\$	80,840.00				-		l



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

CIVIL ENGINEERING & CONSTRUCTION SERVICES

2018 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		_ \	\$135.00/hour
Project Manager			\$120.00/hour
Senior Engineer	/ /	\	\$120.00/hour
Project Engineer/Designer			\$110.00/hour
Staff Engineer/Designer		./	\$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)		\$100.00/hour
Technician/Inspector (Prevailing Wage)		\$95.00/hour
Senior Technician/Inspector (Regular Wage)		\$85.00/hour
Technician/Inspector (Regular Wage)	1	\$80.00/hour

II. Expenses

A. Expenses

Transportation	Current IRS Standard
	Mileage Rate
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	\$20.00/each
Pachometer	\$7.50/hr
Torque Wrench	\$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Field Testing

HDPE Geomembrane Peal & Shear	\$70.00/each

V. Laboratory Testing

<u>Tests</u>	Unit Price/Test
Index Tests	\
Moisture Content (ASTM D2216)	\$20.00
Moisture Content and Dry Density	\$35.00
Atterberg Limits (ASTM 4318)	\$85.00
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Particle Size Analysis	
Sieve	\$90.00
Minus #200 (ASTM D 1140)	\$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	\$250.00
Specific Gravity	
Soils (ASTM D 854)	\$80.00
Fine Aggregate w/ Absorption (ASTM C128)	\$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	\$75.00
Coarse Aggregate w/ Ausorption (ASTWC 121)	Ψ/3.00
Moisture-Density Relations	/ /
Standard Proctor (ASTM D 698)	\$165.00
Modified Proctor (ASTM 1557)	\$180.00
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	\$250.00
Cleanness	\$140.00
Fine Aggregate Angularity	\$100.00
Other Testing	
R-Value Untreated Field Sample (ASTM D2844)	\$250.00
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
Concrete Trial Batch	\$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition (AASHTO T308)	\$100.00
Bitumen Content by Solvent Extraction (AASHTO T164)	\$180.00
Mechanical Analysis of Extracted Aggregate (AASHTO T30)	\$90.00
Hveem Stability and Compaction (ASTM D1560/1561) each	\$75.00
Marshall Stability and Flow (ASTM D1559) set of 3	\$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	\$100.00
Bulk Specific Gravity of HMA Specimen (ASTM D2726) each	\$35.00
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	\$1,000.00
(Lab Produced HMA Sample)	
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	\$1,400.00
(Lab Produced RHMA-G Sample)	
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	\$1,100.00
(Lab Produced HMA Sample)	
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	\$1,500.00
(Lab Produced RHMA-G Sample)	
Gyratory Compaction and Air Voids (AASHTO T312/T166)	\$450.00
(Lab Produced HMA Sample, Set of 3 Briquettes)	
Gyratory Compaction and Air Voids (AASHTO T312/T166)	\$750.00
(Lab Produced RHMA-G Sample, Set of 3 Briquettes)	
Moisture Vapor Susceptibility	\$150.00
RAP Testing (Caltrans LP-9/CT384)	\$2,070.00
Ignition Oven Calibration (AASHTO T308)	\$330.00
Compressive Strength of HMA (AASHTO T167)	\$350.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request
	-

- -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) days 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 an 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

