

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jon Erb

Department: Public Works



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

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., a *Nevada Professional Corporation* registered with the Nevada Secretary of State ("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.

WHEREAS, Contractor represents Contractor is licensed by the State of Nevada as a design professional under NRS 388.010(8) and is not a member of a design-build team under NRS 338.010(7).

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 ("Effective Date"). Time is of the essence in this Contract. All work required in Paragraph 4 of this Contract shall be finally completed by no later than September 1, 2021.

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;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

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 services related to Geotechnical Investigation for Airport Road and Parking Lot through September 1, 2021, 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
ATTN: Jon Erb; Transportation Engineering Manager
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 services related to Geotechnical Investigation for Airport Road and Parking Lot. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 for a total of Sixteen Thousand, Two Hundred and Twenty-Five Dollars (\$16,225) (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. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement.

7. TERMINATION OF CONTRACT. Either Party may terminate the Contract if the other 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. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

8. 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.

9. 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. The Contract Documents consist of this document, and Exhibits A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

10. DISPUTE RESOLUTION. 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.

11. 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.

12. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

13. 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.

14. 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.

15. 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.

16. 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.

17. LIMITED LIABILITY. County will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. Nothing contained in this Contract 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 Party.

18. 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.

19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

20. 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.

21. 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.

22. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to unforeseeable protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the

excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

23. COUNTERPARTS. This agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

25. 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, Transportation Engineering Manager
Post Office Box 218
Minden, Nevada 89423

To Contractor: Eastern Sierra Engineering, P.C.
4515 Towne Drive
Reno, NV 89521-9696
Telephone: (775) 828-7220

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

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

Eastern Sierra Engineering, P.C.

By:  _____ 6/30/21
Gerry Jensen P.E. - President (Date)

Douglas County

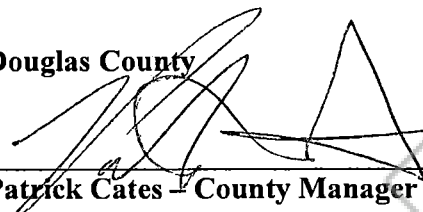
By:  _____ 7/9/21
Patrick Cates - County Manager (Date)

EXHIBIT A



CIVIL ENGINEERING & CONSTRUCTION SERVICES

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

April 20, 2021

Jon S. Erb, P.E.
Transportation Engineering Manger
Douglas County Public Works
1120 Airport Road
Minden, NV 89423

**Geotechnical Investigation and Pavement Design
Airport Road and Airport Parking Lot**

Dear Jon,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for Geotechnical Investigation and Pavement Design Services for work associated with Airport Road from Heyborne Road east to, and including, the existing parking lot. We understand the parking lot improvements will be paid for by the Airport so, this proposal will separate the costs for "Airport Road" and "Airport Parking Lot". Airport Road from Heyborne Road east to the parking lot is approximately 1,500 linear feet and the parking lot is approximately 33,000 square feet.

We anticipate performing test pits for this project. The test pits will be utilized to obtain adequate sample size (existing asphalt concrete, base, if encountered, and subgrade) for ESE testing. ESE anticipates the following services will be required for this project:

- ESE will perform a site investigation of the roadway and parking lot. The site investigation will include the evaluation of the existing pavement condition (type and severity of distress) shoulder condition and any changes to the distress types along the roadway;
- ESE will locate and mark a total of four (4) test pit locations and contact Underground Service Alert (USA) to notify them of our intent to excavate;
- ESE will provide traffic control and excavate, log, and sample the test pits to depths of approximately 3-5 feet below the existing ground;
- The test pits will be backfilled with compacted native material and topped with 4 to 6 inches of hot mix asphalt concrete, if available, otherwise cold patch material will be used;
- We will perform laboratory testing that includes moisture content (ASTM D2216), particle size analysis (ASTM 136) and Atterberg limits (ASTM 4318) to determine the soil classification per the Unified Soils Classification System (ASTM D2487). We will also perform Resistance Value (ASTM D2844) testing on selected subgrade samples to determine strength characteristics;

- Prepare one typed report summarizing ESE's field observations, existing asphalt concrete thickness, laboratory test data, soil classification and recommend potential construction strategies;
- ESE will provide a structural section for each viable construction strategy utilizing the AASHTO Guide for Design of Pavement Structures.


Fees for ESE's services would be provided on a time and expense basis utilizing the rates shown in the attached Fee Schedule. With the scope outlined above we estimate the fees for our services to be \$16,225.00. The summary of fees by area and task is shown below and represents a breakdown of our estimate.

Task	Airport Road	Airport Parking Lot
Site Investigation (includes USA locates)	\$2,370.00	\$790.00
Subsurface Investigation Test Pits - 4 each approx. 3'-5' deep	\$5,850.00	\$1,950.00
Laboratory Testing	\$1,500.00	\$500.00
Report/Analysis	\$2,450.00	\$815.00
Estimated Total	\$12,170.00	\$4,055.00

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 Fee Schedule. We have assumed that the field and laboratory work for both Airport Road and the Airport Parking Lot would all be performed concurrently.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 230-1697 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.



Shawn W. Jenkins, P.E.
 Principal Engineer

Attachments: 2021 Standard Rates for Technical Services



2021 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	\$180.00/hour
Principal Engineer	\$160.00/hour
Senior Engineer	\$140.00/hour
Project Manager	\$130.00/hour
Project Engineer/Designer	\$120.00/hour
Staff Engineer/Designer	\$100.00/hour
CAD Drafter	\$90.00/hour
CAD Technician	\$80.00/hour
Administration	\$90.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	\$120.00/hour
Technician/Inspector (Prevailing Wage)	\$100.00/hour
Senior Technician/Inspector (Regular Wage)	\$95.00/hour
Technician/Inspector (Regular Wage)	\$85.00/hour

II. Expenses

A. Expenses

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

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 Peel & Shear	\$70.00/each
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V. Laboratory Testing

<u>Tests</u>	<u>Unit Price/Test</u>
<i>Index Tests</i>	
Moisture Content of Soil (ASTM D2216, AASHTO T265)	\$20.00
Moisture Content and Dry Density of Soil	\$35.00
Atterberg Limits (ASTM D4318, AASHTO T89/90)	\$100.00
<i>Particle Size Analysis</i>	
Sieve Analysis (ASTM C136, AASHTO T27)	\$90.00
Minus No. 200 Determination (ASTM D1140, AASHTO T11)	\$60.00
Hydrometer Analysis (ASTM D422, AASHTO T88)	\$250.00
<i>Specific Gravity</i>	
Soils (AASHTO T100)	\$80.00
Fine Aggregate w/Absorption (ASTM C128, AASHTO T84)	\$80.00
Coarse Aggregate w/Absorption (ASTM C127, AASHTO T85)	\$75.00
<i>Moisture-Density Relations</i>	
Standard Proctor (ASTM D698, AASHTO T99)	\$200.00
Modified Proctor (ASTM D1557, AASHTO T180)	\$240.00
Compaction Check Point	\$60.00
Rock Correction per Test	\$75.00
<i>Aggregate Testing</i>	
Clay Lumps and Friable Particles (ASTM C142, AASHTO T112)	\$75.00
Flat and Elongated (ASTM D4791)	\$100.00
Fractured Faces (ASTM D5821, AASHTO T335)	\$80.00
Sand Equivalent (ASTM D2419, AASHTO T176))	\$75.00
Organic Impurities (ASTM C40, AASHTO T21)	\$50.00
Unit Weight of Aggregate (ASTM C29, AASHTO T19)	\$60.00
Sodium Soundness (ASTM C88, AASHTO T104)	\$60.00/ per fraction
Los Angeles Abrasion (ASTM C131, AASHTO T96)	\$130.00
Durability Index (ASTM D3744, AASHTO T210)	\$250.00
Cleanness Value (CT 227)	\$140.00
Fine Aggregate Angularity (ASTM C1252, AASHTO T304)	\$100.00
<i>Other Testing</i>	
R-Value (ASTM D2844, AASHTO T190)	\$300.00
<i>Concrete Testing</i>	
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 Mix Design	upon request

Asphalt Concrete Testing

Bitumen Content by Ignition	\$120.00
Bitumen Content by Solvent Extraction	\$220.00
Mechanical Analysis of Extracted Aggregate	\$90.00
Hveem Stability and Compaction - each	\$85.00
Marshall Stability and Flow - set of 3	\$250.00
Maximum Theoretical Specific Gravity (Rice)	\$100.00
Bulk Specific Gravity of HMA Specimen – each	\$50.00
Swell of Bituminous Mixtures	\$150.00
Moisture Content of Asphalt Mixture	\$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	
Lab Produced HMA Sample	\$1,200.00
Plant Produced HMA Sample	\$810.00
Lab Produced RHMA-G Sample	\$1,600.00
Plant Produced RHMA-G Sample	\$1,210.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	
Lab Produced HMA Sample	\$1,300.00
Plant Produced HMA Sample	\$1,040.00
Lab Produced RHMA-G Sample	\$1,700.00
Plant Produced RHMA-G Sample	\$1,440.00
Gyratory Compaction and Air Voids (AASHTO T312/T166)	
Lab Produced HMA Sample, Set of 3 Briquettes	\$510.00
Plant Produced HMA Sample, Set of 3 Briquettes	\$285.00
Lab Produced RHMA-G Sample, Set of 3 Briquettes	\$810.00
Plant Produced RHMA-G Sample, Set of 3 Briquettes	\$585.00
Moisture Vapor Susceptibility	\$150.00
RAP Testing (Caltrans LP-9/CT384)	\$2,070.00
Ignition Oven Calibration (Variable depending on number of specimens)	Variable
Compressive Strength of HMA	\$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. There is 2 hour minimum charge for services.

-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

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

12th day of July, 20 21

By Chauvin Baldo Deputy