



## **MEETING NOTICE AND AGENDA**

**Dayton Valley Conservation District**  
Lyon County Utilities Conference Room  
34 Lakes Blvd  
Dayton, Nevada 89403  
(775) 246-6220, x 1878  
6:30 p.m.  
**January 28, 2025**

***Notice: Items on this agenda may be taken in a different order than listed. Items may be combined for consideration by the board. Items may be removed from the agenda at any time.***

1. **CALL TO ORDER:** Roll call, introductions, determination of quorum, and opening remarks.
2. **PLEDGE OF ALLEGIANCE**
3. **FOR DISCUSSION AND POSSIBLE ACTION: APPROVAL OF AGENDA**
4. **PUBLIC COMMENT**—*Please avoid repetition and limit your comments to no more than three (3) minutes. No action will be taken on any items raised in the public comment period that are not already on the agenda.*
5. **FOR DISCUSSION AND POSSIBLE ACTION: Consent Agenda:** *All matters listed under the consent agenda are considered routine and may be acted upon by the board of supervisors with one action and without any extensive hearing. Any member of the board or any citizen may request that any item may be taken from the consent agenda, discussed, and acted upon separately during this meeting.*
  - 5a. Approval of Meeting Minutes from:  
December 17, 2024 and December 29, 2024
  - 5b. Approval of Treasury Report for:  
December 2024
6. **FOR DISCUSSION AND POSSIBLE ACTION:** Updates, discussion, and possible action regarding the Ricci/Pradere Riverbank Stabilization Project: Mr. Lemons and Ms. Schmidt
7. **FOR DISCUSSION AND POSSIBLE ACTION:** Updates, discussion, and possible action regarding current grant progress: Mr. Lemons and Ms. Schmidt
8. **FOR DISCUSSION AND POSSIBLE ACTION:** Updates, discussion and possible action regarding future grant requests: Mr. Lemons and Ms. Schmidt
9. **District Supervisor Reports:** Update only. No Action Taken
10. **District Staff Reports:** Update only. No Action Taken
11. **Agency Reports:** Update only. No Action Taken
12. **Announcements:** Update only. No Action Taken
13. **AGENDA TOPICS AND NEXT MEETING DATE:** Chairman Mr. Minor  
Discussion of the next meeting tentatively scheduled for February 25<sup>th</sup>, 2025
14. **Public Comment** —*Please avoid repetition and limit your comments to no more than three (3) minutes. No action will be taken on any items raised in the public comment period that are not already on the agenda.*
15. **Adjournment**

***NOTICE:*** *We are pleased to make accommodations for members of the public who are disabled. Please notify the District Board in writing at P.O. BOX 1807, DAYTON, NV, 89403 or call (775) 246-6220, ext. 1879 or e-mail [mwiggins@daytonvalleyconservation.com](mailto:mwiggins@daytonvalleyconservation.com) no later than two (2) working days prior to the scheduled meeting. Please contact Melissa Wiggins at P.O. Box 1807, Dayton, NV 89403 or [mwiggins@daytonvalleyconservation.com](mailto:mwiggins@daytonvalleyconservation.com) or (775)246-6220, ext. 1879 to obtain supporting materials for the agenda. Notice of this meeting was posted at the office of the Dayton Valley Conservation District, and on the State of Nevada Public Notice Website on or before January 24, 2025, at 9:00 AM.*

**Teams Link:**

# Dayton Valley Conservation District

## December 17th 2024 Meeting Minutes

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**Board Members Present:**

Joe Ricci-Supervisor  
Tyler Minor-Chairman  
Tammy Hendrix-Commissioner  
Greg Lehman-Treasurer  
Randy Selmi-Supervisor

**Board Members Absent:**

Nate Johnson-Supervisor

**Staff Present:**

Austin Lemons-District Manager  
Rachel Schmidt-Conservation Technician  
Melissa Wiggins-Administrative Assistant

**Staff Absent:****Others Present:**

Meeting was called to order at 6:30 PM.

**Item 1: Call to Order**

*The meeting was called to order. Roll call was taken and it was determined that a quorum was present. Please refer to the attached sign-in sheet for all those in attendance.*

**Item 2: The pledge of allegiance:** *Chairman Tyler Minor lead the board in the pledge of allegiance.*

**Item 3: Approval of the Agenda**

*Supervisor Joe Ricci motioned for approval and Supervisor Greg Lehman seconded. Motion passed.*

**Item 4: Public Comment**

*There was no public comment at this time.*

**Item 5: Consent agenda**

5a. Approval of Meeting Minutes from:

November 26th, 2024 Meeting

5b. Approval of Treasury Report for November 2024

*Supervisor Greg Lehman motioned to approve all consent agenda items listed in 5a and 5b. Supervisor Randy Selmi seconded. Motion passed.*

**Item 6: FOR DISCUSSION AND POSSIBLE ACTION:** Discussion and possible action regarding the Ricci Pradere Riverbank Stabilization Project: Mr. Lemons and Ms. Schmidt

*District Manager Austin Lemons told the board that the project is ready to go to bid. He and R.O. Anderson have a pre-bid meeting on December 18<sup>th</sup> at 2PM. He stated that bids are to be in by the 23<sup>rd</sup> and a contract should be signed by December 31<sup>st</sup>. He also mentioned that all permits are sent in so if those are approved and the bid is under contract the project is set to go. Chairman Ty Minor said that they have a time limit. Mr. Lemons said that they must have the contract signed by December 31<sup>st</sup>. Conservation Technician Rachel Schmidt stated that the plans were an issue, but things moved faster when Austin was hired. Supervisor Randy Selmi mentioned that those bidding should have ten days to sign contract and submit stuff. Supervisor Greg Lehman replied that Austin was in a tight position. Ms. Schmidt stated that there is still a chance of*



## Dayton Valley Conservation District

### December 17th 2024 Meeting Minutes

using ARPA funds even if they go over the 31<sup>st</sup>. Randy Selmi mentioned that there are certain rules they must follow and if something goes awry, there is a possibility of a problem. Ms. Schmidt said we will reevaluate if we lose the ARPA funding. Ty Minor asked how much money they have for the project currently? Austin Lamons replied that they have \$445,000 now and \$150,000 may be lost if we do not get a contract. He also stated that they would have to rewrite all contracts if they do not go forward now. Randy Selmi asked if it was a mandatory pre-bid? Austin then printed out copies of the documents for the board. County Commissioner Tammy Hodges said it was a risk they should take. Greg Lehman said they should have advertised for ten days, have the pre-bid, and then wait ten days for a protest period. Randy Selmi added that contractors have a certain amount of time to protest and then everything stops until it is reviewed. Greg Lehman said that they cannot award a contract until the protest period has passed. Randy Selmi said that a mandatory pre-bid should have spelled everything out and that they need to put out an addendum after the walk-through tomorrow and post it to bidders. He also asked if they were charging \$50 to get a copy of bid documents? Austin Lemons said he discussed the timelines and dates with R.O. Anderson. Ty Minor asked if R.O. Anderson said anything about an addendum? Randy Selmi mentioned that once a walkthrough is done, and questions are asked, he (R.O. Anderson) has to put out an addendum spelling out answers to questions, then he needs to put something in about a signed contract by the 31<sup>st</sup>, the timeframe, contract dates, and if not, they can protest. Ty Minor asked if in the future they should have mandatory pre-bid? Randy Selmi said it should be advertised longer in the future. Ty Minor stated that they need an addendum and a protest period. Greg Lehman mentioned that they could get a lot of bidders. Commissioner Tammy Hodges asked how much funding they have from Lyon County? Austin Lemons replied that they have \$150,000. Greg Lehman asked if they would only lose one grant if they do not get the contract signed by the end of December? Austin replied yes, but they won't have enough money to finish the project if that money is lost. Randy Selmi mentioned that the contract should include verbiage that the district has right to reject bids. Ty Minor asked about the amount of funds from CWSD. Rachel Schmidt replied that we have \$160,000. Ty Minor discussed setting up a special meeting to approve the contract. Austin Lemons mentioned having a contract signed by 2PM on December 31<sup>st</sup>. Randy Selmi stated that the board needs to have the contract approved before then. Ty Minor mentioned approving it on the 30<sup>th</sup>. Austin Lemons said that he and R. O. Anderson will meet on December 28<sup>th</sup>. Ty Minor asked if they could have a meeting over the phone. Greg Lehman asked if Rich Wilkinson will be at the pre-bid meeting? Austin stated that he has not heard back yet. Ty Minor asked if they have a meeting set for 6PM on December 30<sup>th</sup>? He also mentioned sending contract documents through email. Greg Lehman asked when bid documents were sent? Austin said that they went out Saturday, and that work can start January 6<sup>th</sup> and should take 60 days. No other action taken.

#### **Item 7: FOR DISCUSSION AND POSSIBLE ACTION: Updates, discussion and possible action regarding current grant progress: Mr. Lemons and Ms. Schmidt**

Mr. Lemons mentioned the district meeting with CWSD to discuss current grants and contracts. He also mentioned that there is a lot of funding for weed management and that he and Ms. Schmidt are making a list of sites to treat next Summer. Ms. Schmidt discussed that she has been going out into the field after getting entry permits sent back from property owners, and that she and Austin are making a top ten list for repairs. Ms. Schmidt discussed meeting with NDA and having the contract revised to a one-to-one match from the previous one-to-four match. NDA also approved the purchase of a Garmin and offered more funding if necessary. She also stated that the Goldhill site is in contact with Storey County and that the district has \$5,000 to spend there. Mr. Lemons said that Goldhill will be the last site treated because it is not in their boundary.

#### **Item 8: FOR DISCUSSION AND POSSIBLE ACTION: Updates, discussion and possible action regarding future grant requests: Mr. Lemons and Ms. Schmidt**

Mr. Lemons stated that he is still sorting through grants, and that there is a lot of funding for weeds. He mentioned working with the County Fire Dept. on Rolling A and Dayton State Park. He also discussed looking for grants in regard to Sage-Grouse. Ms. Schmidt discussed putting in three applications for weed and river repair and said they should know by March or April the status of their applications. She also mentioned having more outreach with River Wranglers.

#### **Item 9: FOR DISCUSSION AND POSSIBLE ACTION: Updates, discussion and possible action regarding paying yearly dues to NACD, paying dues results in access to future grant funding from NACD**



# Dayton Valley Conservation District

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Mr. Lemons told the board he and Ms. Schmidt are withdrawing this agenda item. Supervisor Greg Lehman asked if the board had paid these dues last year. Chairman Ty Minor said that they had paid NVACD dues, and that Kevin Piper works for NVACD and wants to attend a meeting and explain what they do for the district.

No further action taken.

### **Item 10: FOR DISCUSSION AND POSSIBLE ACTION: Updates, discussion and possible action regarding Mr. Lemons attending the Society for Range Management Conference February 9-13 Mr. Lemons**

Mr. Lemons discussed his upcoming attendance at the Society for Range Management Feb 9-13. He mentioned that his master's Program is paying for his travel and registration and asked if the board would be willing to pay his salary while he is attending the conference. Chairman Ty Minor asked what benefit attending the conference will provide. Mr. Lemons stated that he has attended before and has learned about water and weed management. County Commissioner Tammy Hodges asked if there are any grant opportunities related to attending. Chairman Ty Minor replied that there is a lot of opportunity there, and that it is a large conference with many range professionals attending. Supervisor Greg Lehman asked who would be managing the Pradere/Ricci Project if they were under contract during this time. Mr. Lemons told the board that Rachel Schmidt would be able to manage it while he was away. Chairman Ty Minor told the board that they could make a motion to pay Mr. Lemons's wages while he attended the conference. Supervisor Randy Selmi motioned to approve paying District Manager Austin Lemon's salary while he is at the conference. Supervisor Joe Ricci seconded. Motion passed.

### **Item 11: District Supervisor Reports**

Supervisor Joe Ricci discussed getting a note from Dave Bruketta wanting to meet and talk about the Lyon County Fire Department doing a burn at Rolling A, as well as ideas for seeding and getting more water out there. Supervisor Ty Minor mentioned setting up a meeting with the Lyon County Fire Dept. Mr. Lemons stated he would like to attend. Ty Minor said that the Fire Dept. had put in for a grant for Rolling A. Mr. Lemons mentioned that he is still looking for areas they can work on for future grant funding. Supervisor Joe Ricci said he (Dave Bruketta) is interested in getting a local rancher to use hay. Ty Minor mentioned that the original contract said no ag is allowed, but that maybe there was an expiration date. Commissioner Tammy Hodges said she is in talks regarding what can happen with funding if we go over the time limit on the Ricci/Pradere project.

### **Item 12: District Staff Reports**

District Manager Austin Lemons discussed selling one of the ATVs and is getting ready to sell the other one. He also mentioned getting a new trailer to replace the stolen one. Greg Lehman asked what price he asked for the ATV. Austin said it sold for \$1300, and he is asking \$1500 for the other. Conservation Technician Rachel Schmidt discussed that projects are moving faster, and they are keeping up with their grants.

### **Item 13: Agency Reports**

Ms. Schmidt mentioned to the board that Martha "Marlee" Jenkins from the Conservation District Program was not able to attend the meeting.

### **Item 14: Announcements**

There were no announcements at this time.

### **Item 15: AGENDA TOPICS AND NEXT MEETING DATE**

Chairman Ty Minor told the board that they need to hold a special meeting on December 30<sup>th</sup> at 6PM either in person or by phone. He also stated that R.O. Anderson will review bids with Austin Lemons on December 28<sup>th</sup> and then they will be sent to the board for review. Commissioner Tammy Hodges asked if the meeting should be on the 29<sup>th</sup> instead. Ty Minor



## *Dayton Valley Conservation District December 17th 2024 Meeting Minutes*

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*said that would give the board an extra day. The board agreed. Mr. Austin Lemons said they will post an agenda before Christmas and that the contract will be ready by December 28<sup>th</sup>.*

*The board will hold a special meeting to review the bids and approve a contract for the Ricci/Pradere River Restoration project on December 29<sup>th</sup>, 2024.*

### **Item 16: Public Comment**

*There is no public comment at this time.*

### **Item 17: Adjournment**

*Meeting adjourned at 7:18PM*



# Dayton Valley Conservation District

## December 29th 2024 Meeting Minutes

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**Board Members Present:**

Joe Ricci-Supervisor  
Tyler Minor-Chairman  
Tammy Hendrix-Commissioner  
Randy Selmi-Supervisor

**Board Members Absent:**

Nate Johnson-Supervisor  
Greg Lehman-Treasurer

**Staff Present:**

Austin Lemons-District Manager

**Staff Absent:**

Rachel Schmidt-Conservation Technician  
Melissa Wiggins-Administrative Assistant

Others Present:

Meeting was called to order at 6:00 PM.

**Item 1: Call to Order**

*The meeting was called to order. Roll call was taken and it was determined that a quorum was present. Please refer to the attached sign-in sheet for all those in attendance.*

**Item 2: The pledge of allegiance:** *Chairman Tyler Minor led the board in the pledge of allegiance.*

**Item 3: Approval of the Agenda**

*Supervisor Joe Ricci motioned for approval and Supervisor Randy Selmi seconded. Motion passed.*

**Item 4: Public Comment**

*There was no public comment at this time.*

**Item 5: FOR DISCUSSION AND POSSIBLE ACTION: Updates, discussion, and possible action regarding the Ricci/Pradere Riverbank Stabilization Project: Mr. Lemons and Ms. Schmidt**

*District Manager Austin Lemons told the board that the Project had two bidders: Coons Construction LLC with a base bid of \$372,070 and Herback Construction with a base bid of \$677,190. He went on to mention that he was waiting for the engineer to finalize the contract so Mr. Coons and the district could sign. Mr. Lemons explained that the USACE permit had been returned for corrections, and he was working with the engineer Rob Anderson and Jennifer Thomason of UES to correct the mistakes and resubmit. Mr. Lemons explained that multiple other permits were ready or just waiting on approval of the USACE permit.*

**Item 6: FOR DISCUSSION AND POSSIBLE ACTION: Updates, discussion, and possible action regarding approval of the Ricci Pradere construction contract**

*Chairman Tyler Minor motioned to approve of Mr. Lemons signing the contract for DVCD and making sure the contract is in the best interests of DVCD to the best of Mr. Lemons' abilities. Supervisor Randy Selmi seconded. Motion passed. Supervisor Randy Selmi mentioned reaching out to him or Commissioner Tammy Hendrix if there were questions about the contract. Mr. Selmi also said that the Engineer should be doing a lot of the leg work on the contract until the construction begins.*

**Item 7: District Supervisor Reports**

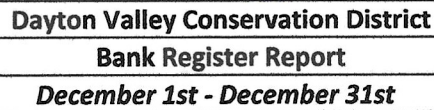


# Treasury Report for DVCD

## December-24

GNCU Checking Account Balance		INCOME:	
Beginning Balance:	\$ 91,103.68	ATV Sales	\$ 2,200.00
Plus total income:	\$ 6,579.98	NDEP 22-019 Reimbursement	\$ 1,564.60
Subtract expenses:	\$ 19,991.59	NDA 23-DG-607-01 Reimbursement	\$ 2,771.48
Ending Balance:	\$ 77,692.07	O'Reilly's Return	\$ 43.90
		Total Income:	\$ 6,579.98
EXPENSES			
Gas/Fuel for DVCD		Payroll Expenses	
Fuel - Flyers	\$89.30	Wages	\$7,917.60
		Invoice fees	
	\$89.30	Taxes	\$3,014.86
Interlocal Agreement with State Parks		Total:	\$10,932.46
Dayton State Park Internet	\$ 198.00	Health Insurance Reimbursement	
Total:	\$ 198.00		\$ -
		Total:	\$ -
River Project Expenditures		General Operating Expenditures	
		Office Supplies	\$103.42
		NVACD Poster	\$67.77
Engineering Fees	\$ 4,250.00	Total:	\$ 171.19
Bioengineering Supply Fees	\$ 4,282.56		
Total:	\$ 8,532.56	AT&T Phones	
Vehicle/Equipment Maintenance		District Cell Phones	\$ -
		District Office/Fax lines	\$ -
O'Reilly's	\$ 12.84	Total:	\$ -
Ace Hardware	\$ 4.92		
Amazon ATV Battery	\$ 50.32	Noxious Weed Expenditures	
Total:	\$ 68.08		
		Total:	\$ -
		Total Expenses:	\$ 19,991.59





**December 1st - December 31st**

Date:	Check Number:	Deposits	Expenses	To/From :	For/grant number:
12/31/2024			\$ 12.84	O'Reilly's	
12/30/2024	2092		\$ 67.77	NVACD Poster Fee	
12/24/2024	2088		\$ 99.00	High Desert Internet Services	
12/20/2024			\$ 4.92	Ace Hardware CWSD 2024-07	
12/19/2024		\$900.00		ATV Sale	
12/18/2024			\$ 2,009.48	Payroll Taxes	
12/18/2024	2080		\$ 4,250.00	ROA Ricci/Pradere	
12/17/2024			\$ 3,955.12	Payroll Expenses (Sierra Bookkeeping)	
12/17/2024			\$ 89.30	Flyers Energy (Fuel)	
12/12/2024	2089		\$ 4,282.56	Bio Supplies/NDEP 20-25/CTWCD	
12/11/2024	2099		\$ 99.00	High Desert Internet Services (Nov.)	
12/10/2024			\$ 34.76	Office Depot	
12/10/2024		\$43.90		O'Reilly's (Return)	
12/9/2024		\$2,771.48		NDA 23-DG-607-01 Reimbursment	
12/6/2024			\$ 50.10	O'Reilly's	
12/5/2024			\$ 6.56	Microsoft	
12/5/2024		\$1,300.00		ATV Sale	
12/4/2024			\$ 50.32	Amazon CWSD Admin/ CWSD Weeds	
12/3/2024			\$ 1,005.38	Payroll Taxes	
12/2/2024			\$ 3,962.48	Payroll Expenses (Sierra Bookkeeping)	
12/2/2024		\$1,564.60		NDEP 22-019 Reimbursement	
12/1/2024			\$ 12.00	Microsoft	
TOTALS:		\$6,579.98	\$ 19,991.59		



December 12, 2022

Via Email

Rob Holley  
DAYTON VALLEY CONSERVATION DISTRICT  
Central Lyon County CWMA  
PO Box 1807  
Dayton, NV 89403  
phone: 775.246.6220 ext. 1878  
email: rholley.dvcd@yahoo.com

**Proposal for Professional Services  
Carson River Bank Stabilization Projects at  
Pradere/Ricci Stabil and Eldorado Confluence  
Scope of Services<sup>1</sup>**

Dear Rob:

Thank you for the opportunity to submit this fee proposal and agreement. We understand that you wish to proceed with the design of a total of three separate bank stabilization projects located along approximately 1,250 FT of the Carson River in Dayton, Nevada. More specifically the projects will be referred to as Pradere/Ricci Stabil and Eldorado Confluence.

**Professional Services**

To document the understanding between us as to the scope of services that R.O. Anderson Engineering, Inc. (ROA) will perform, we are entering into this agreement with you. To avoid any misunderstandings, this Scope of Services and the attached *Agreement* define the tasks we will perform for you as well as each of our responsibilities under the agreement. . Please review this material and return a fully executed copy to our office at your convenience. As a longtime client in good standing with the firm a retainer will not be required to commence work. Receipt of the signed agreement will serve as our authorization to proceed.

**Task 1 –Site Investigations and Topographical Surveys:**

R.O. Anderson Engineering, Inc. (ROA) will perform additional site investigation and a detailed topographic survey of the three project sites. The information gathered in this task will be incorporated into the improvement plans. The topographic surveys will be referenced to FEMA horizontal and vertical datum as required by the County code.

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<sup>1</sup> This Scope of Services is also Exhibit A as referenced in the attached *Agreement*.



Rob Holley  
DAYTON VALLEY CONSERVATION DISTRICT  
December 12, 2022  
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- Preparation of Bid Documents per Engineer's Joint Contract Documents. The District's boilerplate information can be incorporated into the bid documents if desired by the Owner.
  - Invitation to bid material
  - General and Supplemental Conditions
  - Specifications
- Bid solicitation.
- Preparation of advertisement for bid (actual fees to advertise will be the Owner's responsibility).
- Conduct a pre-bid meeting.
- Preparation of addendum (or addenda), if necessary, and respond to questions from prospective bidders.
- Conduct bid opening.
- Bid tabulation.
- Recommendation of award letter. Appearance at District board meeting if requested by the Owner.

Services are complete upon issuance of the recommendation of award letter.

**Budget:** This task will be performed for the lump sum amount of **\$6,430**

**Timing:** The bid package will be prepared and ready to advertise within four weeks of the Owner's approval of the final improvement plans.

#### **Task 4 – Construction Stakeout:**

The Engineer will provide construction stakeouts for the selected project locations that are included immediately after the approval of the construction documents. If the Owner elects to construct improvements in phases because of the funding limitations, the Engineer will provide construction stakeouts for future project phases at an additional fee as agreed by both parties.

The Engineer will prepare one set of construction control stakes during one site visit for the proposed improvements. The Engineer contemplates setting stakes for the new bank top and toe at 50-Ft intervals; beginning and ends of rock refusal trenches, log veins locations. The stakes will be provided at 10-Ft offsets from the work or as mutually agreed with the Contractor. This scope and price assume that the site will be properly prepared and ready for the surveyors upon their arrival. Remobilization or return visits will be charged at the Engineer's hourly rate above and beyond the lump sum amount. Re-stakes will also be provided at the hourly rate above and beyond the lump sum amount.

**Budget:** This will be performed for the lump sum amount of **\$2,500**

**Timing:** Construction stakes will be available within three business days of request by the Owner.



Rob Holley

DAYTON VALLEY CONSERVATION DISTRICT

December 12, 2022

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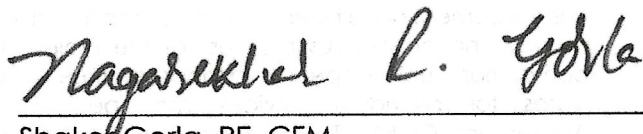
3. Continuous site inspection
4. Construction administration including review of material submittals, RFIs, pay requests etc.
5. Materials testing or quality control
6. Procurement of any off-site easements
7. FEMA Permitting or flood studies
8. US Army Corps, wetland permitting or delineation
9. Any applications not specifically mentioned as part of the scope of services
10. Stormwater Pollution Prevention Plan

Please review this letter and the attached *Agreement* carefully. Should you have any questions or concerns after reviewing these documents, please contact me directly. Your signature on the last page of the *Agreement* acknowledges and accepts the terms and services defined in these documents. After receiving this authorization as well as any requested initial payment or documents, we will initiate our efforts.

Thank you again for inviting ROA to provide this scope of services and fee proposal. We look forward to assisting you in realizing your dreams and objectives for the site.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Shaker Gorla, PE, CFM

Senior Hydraulic Engineer

Email: [sgorla@roanderson.com](mailto:sgorla@roanderson.com)

Phone: 775.215.5022

Attachments



#### 4.01 Methods of Payment for Services and Reimbursable Expenses of CONSULTANT

A. *For Basic Services.* CLIENT shall pay CONSULTANT for Basic Services performed or furnished, on an hourly or lump sum basis as specified in Exhibit A: Scope of Services accompanying this document.

B. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, CLIENT shall pay CONSULTANT for Reimbursable Expenses incurred by CONSULTANT and CONSULTANT's Subconsultants at cost + 10% for said reimbursable expenses. Reimbursable Expenses may include the following:

1. Subconsultants hired at the CLIENT's request for services not included in Exhibit A.
2. Application costs or fees advanced on the CLIENT's behalf.
3. Fees paid to state or local agencies for required documents (e.g. Recorder's Office, Assessor's Office).

#### 4.02 Other Provisions Concerning Payments

A. *Initial Payment.* Upon execution of this Agreement, CLIENT shall provide any Initial Payment required in Exhibit A: Scope of Services accompanying this document. This Initial Payment is non-refundable and is the minimum fee due CONSULTANT and is earned upon receipt.

B. *Preparation of Invoices.* Invoices will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to CLIENT by CONSULTANT, unless otherwise agreed. Tasks with an hourly rate will be billed according to the current hourly rate schedule; each monthly invoice will be calculated based on the actual time incurred on the Project during the billing period according to the Consultant Hourly Rate Schedule in effect at the time services are performed. Work completed for tasks with a lump sum fee will be billed based on the estimated percent of project completed during the previous month. Scheduled payments will be due as identified in the Scope of Services.

C. *Payment of Invoices.* Invoices are due and payable upon receipt unless otherwise stated in Exhibit A: Scope of Services. CONSULTANT is under no duty to release deliverables, make submittals or appear at public meetings on behalf of CLIENT to testify and provide opinions until the scheduled payment is received. If CLIENT fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, CONSULTANT may, after giving 7 days' written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges. Payments then received will be credited first to interest and then to principal.

D. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be

paid.

#### E. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination.

### ARTICLE 5 - OPINIONS OF COST

#### 5.01 Opinions of Probable Construction Cost

A. CONSULTANT's opinions of probable Construction Costs provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

#### 5.02 Opinions of Total Project Costs

A. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

### ARTICLE 6 - GENERAL CONSIDERATIONS

#### 6.01 Standards of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall perform or furnish professional



for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's Subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's Subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. Any verification or adaption of the Documents for extensions of the Project or for any other project will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### 6.05 Insurance

A. CONSULTANT shall procure and maintain professional liability insurance with a limit of \$1,000,000 per occurrence.

B. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT's Subconsultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

C. At any time, CLIENT may request that CONSULTANT, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those otherwise provided. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

#### 6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By CONSULTANT:

1) upon 7 days' written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

2) upon 7 days' written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

3) CONSULTANT shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such

notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

#### 6.07 Controlling Law

A. This Agreement is to be governed by the laws of the state of Nevada.

#### 6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

#### 6.09 Dispute Resolution

A. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 45 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties agree to submit the matter to confidential non-binding mediation. If such mediation efforts are not successful, the parties agree to submit the dispute to confidential binding arbitration. The Federal Arbitration Act shall then govern this arbitration clause and any and all related court proceeding(s) shall be sealed.

B. Attorney's Fees and Costs: The prevailing party in such a dispute shall be awarded all costs and attorney's fees incurred through all appeals and enforcement of judgment or award, including, without limitation, all costs

constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed

written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date indicated on Page 1.

**CONSULTANT**

R.O. ANDERSON ENGINEERING, INC.

*Shaker Gorla*

Shaker Gorla, P.E., CFM

Senior Engineer

Date: December 12, 2022

**Address for giving notices**

P.O. Box 2229

Minden, Nevada 89423

**Designated Representative (par. 6.02.A)**

Shaker Gorla, P.E., CFM

Senior Engineer

Phone: 775.215.5022

Fax: 775.782.7084

E-mail: sgorla@roanderson.com

**CLIENT**

Dayton Valley Conservation District

*Rob Holley*

Rob Holley

District Manager/Coordinator

Date: 12/14/2022

**Address for giving notices**

PO Box 1807

Dayton, NV 89403

**Client Contact Information**

Phone: 775.246.6220 ext. 1878

Fax:

Email: rholley.dvcd@yahoo.com

**Designated Representative (par. 6.02.A)**

Name: Rob Holley

Title: District Manager/Coordinator

Phone: 775.246.6220 ext.1878

Fax:

E-mail: rholley.dvcd@yahoo.com



This is **Exhibit C**, consisting of 2 pages, referred to in and part of Agreement between OWNER and ENGINEER for Professional Services dated December 12, 2022.

Initial:  
OWNER:  
ENGINEER:

SE

**Exhibit C: Project Location Pradere/Ricci Stabil**



**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This AGREEMENT is by and between Dayton Valley Conservation District ("Owner")  
and Coons Construction, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of up to approximately 1,600 LF of bank stabilization along the Carson River near Dayton, Nevada. Work includes de-watering of project sites, river channel excavation and earthwork, construction of bank armoring, rock rip-rap refusal trenches, and placement of riparian mitigation.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2024 Carson River Bank Stabilization Projects  
Pradere and Ricci Sites and El Dorado Canyon Confluence

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by R.O. Anderson a Wilson Engineers Company, (ROA), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work for the project will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions. The Work for the project will be completed and ready for final



payment in accordance with Paragraph 14.07 of the General Conditions within 15 days after issuance of Certificate of Substantial Completion.

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \_\_\_\_\_

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicted in the Bid Schedule:

Total of all Bid Prices (Unit Price Work):

\$372,070.

Three Hundred Seventy-Two Thousand Seventy Dollars and 00/100.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 10 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.



## **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 4.25 percent per annum.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:



1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on December 30, 2024  
(which is the Effective Date of the Agreement).

OWNER: *Austin Lemons*

Dayton Valley Conservation District

By: Austin Lemons

Title: District Manager

Attest: *Mr. J. Cheban*

Title: Eng. Rep

Address for giving notices:

P.O. Box 1807

Dayton, NV

89403

CONTRACTOR

Coons Construction, LLC

By: *Daniel F. Coons*

Title: Managing Member, President

(If Contractor is a corporation, a partnership, or a joint venture, attaches evidence of authority to sign.)

Attest: *Shirley Anderson*

Title: *MEMBER*

Address for giving notices:

P.O. Box 1460

Dayton, NV

89706

License No.: 39195A, 38006A