

NF
CommDev
Lynda Tequila

FILED
NO. 96-027

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR FEB 20 A9 :36

A CONTRACT BETWEEN DOUGLAS COUNTY
AND

BARBARA REED
CLERK
BY *[Signature]* DEPUTY

KLEINFELDER, INC.
NAME AND TITLE OF INDEPENDENT CONTRACTOR

3189 MILL STREET, RENO, NEVADA 89502
ADDRESS OF INDEPENDENT CONTRACTOR

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 he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee 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 independent contractor or the County to the public employees 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.

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3. INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with Nev. Rev. Stat. § 616.280. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to SIIS:

KLEINFELDER, INC. has entered into a contract with Douglas County to perform work from 2/9/96 to 2/15/96 and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to Nev. Rev. Stat. § 616.280 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 Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that 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. 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 SIIS for the provision of a certificate and notice of lapse in or nonpayment of 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 County may order the contractor to stop work, suspend the contract, or terminate the contract.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as described in the attached "Memorandum" to Steve Volk, dated 2/9/96. Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a professional person or firm in the performance of services similar to these services at the same time, under similar conditions, and in the same or a similar locality. This warranty is in lieu of all other warranties either express or implied.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed a total cost of \$7,824.00. Billing shall be pursuant to actual time and material required to complete the contract. Contractor will submit billings to the County, and Contractor's invoices shall be paid by County within thirty (30) days of receipt.

6. **TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 60 days after a party has served written notice upon the other party.

7. **CONSTRUCTION OF CONTRACT.** This contract shall be constructed and interpreted according to the laws of the State of Nevada.

8. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall 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 this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

9. **ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

10. **COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall 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.

11. **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 the obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, 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 this contract must be retained by Contractor for a minimum of ^{one} ~~six~~ year~~s~~ after final payment is made 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 shall promptly remit and deliver the materials to the County unless the County has requested remittance and delivery by Contractor of the items. Contractor may charge County, on a Time and Reimbursable materials basis, according to the rate schedule then in effect for the retrieval of any materials required by County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

2/15/96

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 4, 5, 10 and 11), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev. Rev. Stat. § 239 and shall be available for inspection and copying by any person, as defined in Nev. Rev. Stat. § 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, action, 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.


13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the negligent performance of this contract by Contractor or Contractor's agents or employees.

14. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

15. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract.

"MEMORANDUM" to Steve Volk, dated February 9, 1996

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.


KLEINFELDER INC. 2/15/96
(Date)


BOARD OF COUNTY COMMISSIONERS for 2/16/96
(Date)

Approved as to form by:


Deputy District Attorney

MEMORANDUM

TO: Steve Volk
Douglas County PW

FROM: Chris Spandau
Kleinfelder Inc.

DATE: February 9, 1996

SUBJECT: Cost Estimate for Professional Services
Buckeye Creek Project-Cost Estimating

We have reviewed the drawings you provided yesterday and have compiled our estimate for fees to complete the following scope of services.

1. Develop a discussion of the coordination and completeness of the original engineer's cost estimate and the design drawings including unit costs and quantities
2. Develop an independent detailed cost estimate of construction costs necessary for completion of the improvements noted in 1. above
3. Review and comment on the design engineer's original estimate
4. Present written report (5 cc) to County staff by February 15, 1996 including an oral presentation

The total sheet count for the subdivision, roadway, water system, well and wastewater treatment improvements is 97. This is more than the 25 sheets originally considered. To complete the review by the deadline, we will expend the following effort.

1. Costing Specialist (Rich Banke): 60 hrs @ \$80.00/hr=\$4800.00
2. Project Engineer(Brett Freeborn): 16 hrs @ \$105.00/hr=\$1680.00
3. Principal Engineer(Chris Spandau): 4 hrs @ \$135.00/hr=\$540.00
4. Clerical Support: 16 hrs @ \$44.00/hr=\$704.00
5. Miscellaneous Supplies (Computer,printing, etc)-\$100.00

Our total estimate on an hourly basis is \$7,824.00

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 FEB 20 P12:18

LINDA SLATER
RECORDER

SL PAID _____ DEPUTY

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 20, 1996
B. R. Reed Clerk of the 1st Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: Dolly Mullock Deputy

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