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NO. 97.157
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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

BARBARA REED
CLERK
BY *[Signature]* DEPUTY

Steffen Robertson and Kirsten

NAME AND TITLE OF INDEPENDENT CONTRACTOR

1755 E Plumb Ln, Ste 241, Reno, NV 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. If applicable, 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 NRS § 616.280. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to SIIS:

Steffen Robertson and Kirsten, Inc. has entered into a contract with Douglas County to perform work from September 24, 1997, to October 6, 1997, and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 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 on the contract. If Contractor does not maintain coverage throughout the entire term on 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 follows:

Phase I Environmental Site Assessment and Limited Phase II Environmental Site Assessment of the Bently Nevada property at 6th Street and N HWY 395, Minden, NV as contained in SRK Proposal dated August 1, 1997, and incorporated as EXHIBIT A.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) with the total cost not to exceed \$9,980.00. In addition the County AGREES to reimburse Contractor for travel expenses and per diem allowances at approved County rates not to exceed a total cost included in EXHIBIT A. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor may only be made for reimbursement of actual cash

disbursed. 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 approved budget. County agrees to pay Contractor installments as follows:

Lump sum following completion of the project on October 6, 1997.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until ten (10) days after a party has served written notice upon the other party.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626, NRS § 244.320, and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished at the end of any fiscal year in which the County fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. PAYMENT FOR SERVICES. Unless the Contractor has received a written exemption from the County, Contractor shall submit quarterly reports or other deliverables within ten (10) days after the end of each quarter. The quarterly report shall include a narrative description of all verifications and audits conducted, technical assistance provided during the quarter, all other reports required by this agreement, and a description of all agreement-related training programs attended by Contractor personnel.

9. PENALTIES AND RETENTIONS. No payments will be made by the County until any required reports or deliverables have been submitted to and approved by the County. Late submission of any report or other deliverable may, at the sole election of the County, result in a 10% penalty on the total contract amount for each week or portion of a week that such reports or deliverables are late. Any assessed penalty may, at the County's election, be withheld by the County or be billed to Contractor.

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Contract for Services
Page 3
Revised 4/23/97

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Contractor agrees to pay any penalty assessment billed to Contractor by the County within 30 days of the mailing of the bill by the County. Any fund obligated by the County under this agreement that are not expended by Contractor shall automatically revert back to the County upon the completion, termination or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds. In addition, the County may, in its sole discretion, retain an amount of up to 10% from each payment made under ¶ 5 until the contract is completed to the County's satisfaction and finally accepted by the County.

10. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

11. 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.

12. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this 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 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.

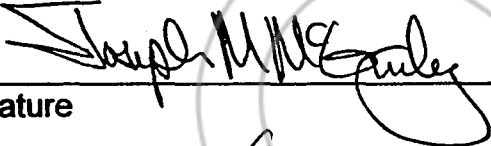
14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials 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 six years 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, at Contractor's expense, to the 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.

15. 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 ¶ 15), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 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 of 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 and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

17. 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.

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



Signature 10-2-97
(Date)



BOARD OF COUNTY COMMISSIONERS 10-1-97
(Date)

Approved as to form by:



Deputy District Attorney

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EXHIBIT A



STEFFEN ROBERTSON AND KIRSTEN
Consulting Engineers and Scientists

August 1, 1997
Proposal

Douglas County
P.O. Box 218
Minden, Nevada 89423

COPY

ATTN: Mr. Jim Braswell
Operations Manager

RE: PROPOSAL TO PERFORM A PHASE I ENVIRONMENTAL SITE ASSESSMENT AND LIMITED PHASE II SITE ASSESSMENT: BENTLY PROPERTY, 6th STREET AND HIGHWAY 395, MINDEN, NEVADA

Dear Mr. Braswell:

Per your request, Steffen Robertson and Kirsten (U.S.), Inc. (SRK) is pleased to submit this proposal to perform a Phase I environmental site assessment (ESA) and limited Phase II ESA of the Bentley Property in Minden, Nevada. The subject property is 5 acres and contains an 81,000 square foot facility which was formerly utilized for various industrial purposes. It is our understanding that the building will be demolished. Per our discussion, included in this proposal is a cost to perform an asbestos and lead based paint survey of the building to identify if there are any asbestos containing materials (ACM) and/or lead based paint present within the building.

As required by the State of Nevada Administrative Code (NAC) 459, all services will be supervised and reviewed by a Nevada Certified Environmental Manager.

SCOPE OF SERVICES

The scope of services included in this proposal consists of the following:

2.1 - Site Inspection

A detailed site inspection of the subject property will be performed to visually and physically observe the subject properties and adjacent properties. Special attention will be given to the presence of storage tanks, hazardous materials, waste disposal, transformers, and current site conditions.

Steffen Robertson and Kirsten (U.S.), Inc.
1755 East Plumb Lane, Suite 241, Reno, Nevada 89502 U.S.A.
Telephone: (702) 786-3225 Facsimile: (702) 786-4435
Other offices in: U.S.A., Canada, United Kingdom, Africa, South America and Australia

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2.2 Environmental Setting

A review of the environmental setting will be completed to determine potential pathways for the migration of contaminants onto, or off, the property. Information sources reviewed include physiographic data, climatological data, geology and soil maps, surface and ground water information, wetland delineation surveys, and published radon reports.

2.3 Record Review / Interviews

A record review will be conducted utilizing a commercial database search to identify existing or potential environmental concerns to the subject property. This search will follow the American Society of Testing and Materials (ASTM) guidelines. If the review indicates that the subject property or neighboring properties are present on any of the above lists, then a review of the specific agency file will be conducted to determine the potential for environmental impact to the subject property.

2.4 Historical Review

A historical review of the subject property will be conducted back to either first development or 1940 (which ever is earlier). Information sources reviewed will include historical public records, historical topographic maps, aerial photographs, fire insurance maps, city and county planning maps, city directories, and land use maps.

2.5 Limited Phase II Investigation

A limited Phase II investigation will be performed to determine if there have been any impacts to soil and/or groundwater from any past activities that have been performed on the property. We propose to perform a limited Geoprobe investigation on the property. The Geoprobe assessment will consist of advancement of 5 to 10 Geoprobe points on the property and collection of representative soil and groundwater samples. The location where the Geoprobe points will be advanced will be determined based on the results of the Phase I investigation. The soil and groundwater samples will be screened in the field for contaminants. Select soil and groundwater samples will be delivered to a Nevada approved laboratory for analyses of volatile organic compounds by EPA Method 8240/624.

2.6 Technical Report

Upon completion of field activities, SRK will prepare a technical report summarizing the results of the Phase I and Phase II site assessment. The report will include a discussion on the historical and present land use, the physical and environmental setting, an inventory of any potentially hazardous materials, generators or storage tanks onsite, the usage of adjacent properties, sampling protocol, laboratory analytical results of soil and groundwater samples and the results of the record search. The report will also include a summary of potential client liabilities and concerns, and our recommendations, if any, for further investigations.

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Steffen Robertson and Kirsten

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COST ESTIMATE

Our proposed costs to perform the Phase I and Phase II assessment outlined herein are summarized in Table 1. Any alteration or deviation from this scope of services included in this proposal which involve extra cost of labor or analytical fees will only be executed upon written authorization from Douglas County, and will become an extra charge over the sum mentioned in this contract.

Description	
Phase I Assessment	\$1,900
Phase II Assessment	
- SRK Fees/expenses	\$2,600
- Geoprobe (Contractor)	\$1,500
- Laboratory analytical fees	\$1,000
Subtotal for Phase II Assessment	\$5,100

We appreciate the opportunity to provide you with this proposal and we look forward to working with Douglas County on this project. If this proposal is acceptable to you, please sign below and return the signed copy to us. SRK will proceed with the work within one week of receiving your authorization.

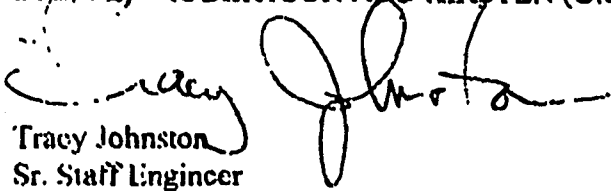
If you have any questions regarding this proposal, please feel free to contact us at your convenience.

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Steffen Robertson and Kirsten

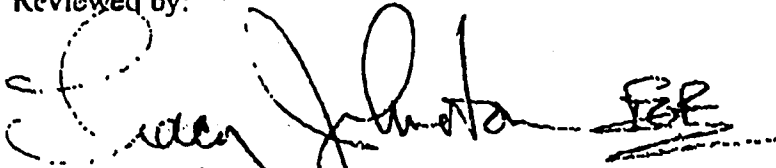
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Respectfully Submitted,
STEFFEN ROBERTSON AND KIRSTEN (U.S.), INC.



Tracy Johnston
Sr. Staff Engineer
Department Head, Remediation and Compliance

Reviewed by:



Joseph M. McOmley, P.E., C.E.M.
Manager of Environmental Services

ACCEPTANCE:

Authorizing Officer (Print)

Title (Print)

Signature

Date

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Steffen Robertson and Kirsten

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SEP-23-97 TUE 16:28

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

'97 OCT 13 AM 11:13

LINDA SLATER
RECORDER

\$ 0 PAID 12 DEPUTY

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: October 13, 1997
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

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