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APPROVED 12/2/99 COMMISSIONERS MEETING

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

BARBARA REED  
CLERK

A CONTRACT BETWEEN DOUGLAS COUNTY

DOUGLAS COUNTY  
COMMISSIONERS

BY *[Signature]*  
DEPUTY

AND

Thiel Engineering Consultants

NAME AND TITLE OF INDEPENDENT CONTRACTOR

500 Damonte Ranch Parkway, Suite #1056, Reno, NV 89511

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 a qualified insurer 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 the insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the insurer 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 the insurer 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: **Refer to attached Scopes of Work for Fish Springs, Johnson Lane, and Stephanie Way topographic mapping.**

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (4) at a cost as outlined in the attached fee schedules for Fish Springs (\$6,845), Johnson Lane (\$13,190), and Stephanie Way (\$6,645) with the total cost not to exceed **\$26,680**. In addition the County DOES NOT AGREE to reimburse Contractor for travel expenses and per diem. 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

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Contract for Services

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entire contract, and a comparison of cumulative total expenditures to the approved budget. County agrees to pay Contractor installments as follows:

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party, provided that a revocation shall not be effective until seven 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. 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

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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



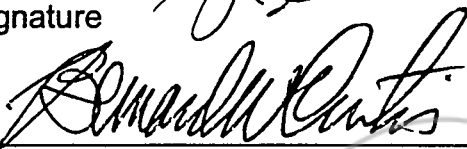
expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, 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.

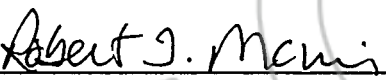
**17. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

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

  
\_\_\_\_\_  
Signature 12/13/99  
(Date)

  
\_\_\_\_\_  
BERNARD CURTIS, VICE-CHAIRMAN  
DOUGLAS COUNTY COMMISSIONERS 12/2/99  
(Date)

Approved as to form by:

  
\_\_\_\_\_  
Deputy District Attorney

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PROPOSED SCOPE OF WORK  
FOR  
STEPHANIE WAY

1. RESEARCH

- A. County Records – Research “missing” R.O.W. information, county will provide copies of all other documents.
- B. Flag/mark property corners
- C. State Highway Department for Control points using State Plane Coordinates.

2. FIELD WORK (Items 1-6 and 9)

- A. Locate all centerline monuments and existing property corners.
- B. Locate all aboveground utilities, trees, and road signs mail and newspaper boxes.
- C. Locate all existing driveway and street culverts identifying size, material and invert elevation of pipe.
- D. Set temporary benchmarks at street intersections.
- E. Process all data from Trimble.
- F. Establish a centerline of R/W from record data.
- G. Limits of work – Full width of R.O.W.
- H. Show existing features outside R.O.W. as depicted on 1984 plans by Vasey Engineering.

3. COORDINATION

- A. Coordinate survey with Engineering Department and Douglas County.

Note: 1. The survey will be accomplished by using a Trimble 4400 GPS unit for 95% of the work. A Topcon total station will be used in areas that are located in trees or adjacent to buildings for the balance of 5%.

Note: 2. The survey will be tied to monuments located on the State Plane Coordinate System.

4. MAPPING (Items 7-8)

- A. Provide topographic mapping at a scale of 1" = 40' (horizontal) and 1"=4' (vertical)
- B. Provide cross sections and profiles of centerline and for ditches when they exist.

Note: 1. Design Engineers to produce base maps and coordinate survey data with the survey department and Douglas County Staff to insure quality control and technical support.

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- Note: 2.** All mapping to be completed in conformance with standard mapping practices and any requirements set forth by Douglas County Engineering Staff.
- Note: 3.** Borders, Titles, Annotation, Layer Designation, and Line Weights to be designated by Douglas County Staff and T.E.C. Staff prior commencement of work.
- Note: 4.** Check prints will be provided for County Staff Review at the 80% and 100% completion points. Revisions as requested by Staff will be incorporated in the final plan sets.
- Note: 5.** All drafting will be performed using Auto Cad 14 and Softdesk 8.1 on standard P.C. work stations and the finished Base Maps will be provided to Douglas County upon completion of the project in hardcopy reproducible mylar 24" x36" sheets and CD format.

Personnel assigned to this project would be as follows;

**Bud Dick, P.I.S.**  
**Jason Gilles, Project Manager**  
**Daryl Moistner, L.S.I.T.**  
**Andy Hummel, Engineering Technician**  
**Cyle Cole, Engineering Technician**  
**Support staff as required**

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**PROPOSED FEE SCHEDULE  
FOR  
STEPHANIE WAY**

1.	<b>RESEARCH</b>			
	Man-hours	8 @ \$65.00/hr.		\$ 520.00
2.	<b>FIELD WORK</b>			
	Field crew time for A. B. C. & D. is estimated at 2000 L.F. +/- per day.			
		30 @ \$100.00/hr.		\$3,000.00
	E. Man-hours	4 @ \$65.00/hr.		260.00
	F. Man-hours	8 @ \$65.00/hr.		520.00
3.	<b>COORDINATION</b>			
	Man-hours	5 @ \$65.00/hr.		\$ 325.00
	Schedule: 100% @ 8 working days.			
4.	<b>MAPPING (After Survey)</b>			
	Man-hours	24 @ \$60.00/hr.	Design Tech.	\$1,440.00
		4 @ \$75.00/hr.	Project Manager	300.00
		8 @ \$35.00/hr.	Support Staff	280.00
	Schedule: 80% @ 10 working days			
	100% @ 20 working days			
	<b>TOTAL</b>			<b>\$6,645.00</b>

The total estimated price not-to-exceed is \$6,645.00. Any additional work requested would be \$6,645.00 plus 10%.

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**PROPOSED SCOPE OF WORK  
FOR  
JOHNSON LANE**

**1. RESEARCH**

- A. County Records – Research “missing R.O.W. information, county will provide copies of all other documents.
- B. Flag/mark property corners
- C. State Highway Department for Control points using State Plane Coordinates.

**2. FIELD WORK (Items 1-7 and 11)**

- A. Locate all centerline monuments and existing property corners.
- B. Locate all aboveground utilities, trees, and road signs mail and newspaper boxes.
- C. Locate all existing driveway and street culverts identifying size, material and invert elevation of pipe.
- D. Set temporary benchmarks at street intersections.
- E. Process all data from Trimble.
- F. Establish a centerline of R/W from record data.
- G. Limits of work – Full R.O.W. width. (varies 80' typical)

**3. COORDINATION**

- A. Coordinate survey with Engineering Department and Douglas County.

Note: 1. The survey will be accomplished by using a Trimble 4400 GPS unit for 95% of the work. A Topcon total station will be used in areas that are located in trees or adjacent to buildings for the balance of 5%.

Note: 2. The survey will be tied to monuments located on the State Plane Coordinate System.

**4. MAPPING (Items 8,9 and 10)**

- A. Provide topographic mapping at a scale of 1" = 40' (horizontal) and 1"= 4' (Vertical).
- B. Provide cross sections and profiles of centerline and for ditches when they exist.

Note: 1. Design Engineers to produce base maps and coordinate survey data with the survey department and Douglas County Staff to insure quality control and technical support.

Note: 2. All mapping to be completed in conformance with standard mapping practices and any requirements set forth by Douglas County Engineering Staff.

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**Note: 3. Borders, Titles, Annotation, Layer Designation, and Line Weights to be designated by Douglas County Staff and T.E.C. Staff prior commencement of work.**

**Note: 4. Check prints will be provided for County Staff Review at the 80% and 100% completion points. Revisions as requested by Staff will be incorporated in the final plan sets.**

**Note: 5. All drafting will be performed using Auto Cad 14 and Softdesk 8.1 on standard P.C. work stations and the finished Base Maps will be provided to Douglas County upon completion of the project in hardcopy reproducible mylar 24" x36" sheets and CD format.**

**Personnel assigned to this project would be as follows;**

**Bud Dick, P.L.S.**

**Jason Gilles, Project Manager**

**Daryl Moistner, L.S.I.T.**

**Andy Hummel, Engineering Technician**

**Cyle Cole, Engineering Technician**

**Support staff as required**

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**PROPOSED FEE SCHEDULE  
FOR  
JOHNSON LANE**

1.	<b>RESEARCH</b>			
	Man-hours	8 @ \$65.00/hr.		\$ 520.00
2.	<b>FIELD WORK</b>			
	Field crew time for A. B. C. & D. is estimated at 2000 L.F. +/- per day.	80 @ \$100.00/hr.		\$8,000.00
	E. Man-hours	8 @ \$65.00/hr.		520.00
	F. Man-hours	12 @ \$65.00/hr.		780.00
3.	<b>COORDINATION</b>			
	Man-hours	5 @ \$65.00/hr.		\$ 325.00
	Schedule: 100% @ 15 working days.			
4.	<b>MAPPING (After Survey)</b>			
	Man-hours	35 @ \$60.00/hr.	Design Tech.	\$ 2,100.00
		7 @ \$75.00/hr.	Project Manager	525.00
		12 @ \$35.00/hr.	Support Staff	420.00
	Schedule:	80% @ 10 working days		
		100% @ 20 working days		
		<b>TOTAL</b>		<b>\$13,190.00</b>

The total estimated price not-to-exceed is \$13,190.00. Any additional work requested would be \$1,3190.00 plus 10%.

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**PROPOSED SCOPE OF WORK  
FOR  
FISH SPRINGS**

**1. RESEARCH**

- A. County Records**
- B. Flag/mark property corners**
- C. State Highway Department for Control points using State Plane Coordinates.**

**2. FIELD WORK (Items 1-6 and 9)**

- A. Locate all centerline monuments and existing property corners.**
- B. Locate all aboveground utilities, trees, and road signs mail and newspaper boxes.**
- C. Locate all existing driveway and street culverts identifying size, material and invert elevation of pipe.**
- D. Set temporary benchmarks at street intersections.**
- E. Process all data from Trimble.**
- F. Establish a centerline of R/W from record data.**
- G. Limits of work – Full R.O.W. width (varies 60' to 100').**
- H. Plot unrecorded legal description and tie to existing monuments.**

**3. COORDINATION**

- A. Coordinate survey with Engineering Department and Douglas County.**

**Note: 1. The survey will be accomplished by using a Trimble 4400 GPS unit for 95% of the work. A Topcon total station will be used in areas that are located in trees or adjacent to buildings for the balance of 5%.**

**Note: 2. The survey will be tied to monuments located on the State Plane Coordinate System.**

**4. MAPPING (Items 7-8)**

- A. Provide topographic mapping at a scale of 1" = 40' (horizontal) and 1" = 4' (Vertical).**
- B. Provide cross sections and profiles of centerline and for ditches when they exist.**

**Note: 1. Design Engineers to produce base maps and coordinate survey data with the survey department and Douglas County Staff to insure quality control and technical support.**

**Note: 2. All mapping to be completed in conformance with standard mapping practices and any requirements set forth by Douglas County Engineering Staff.**

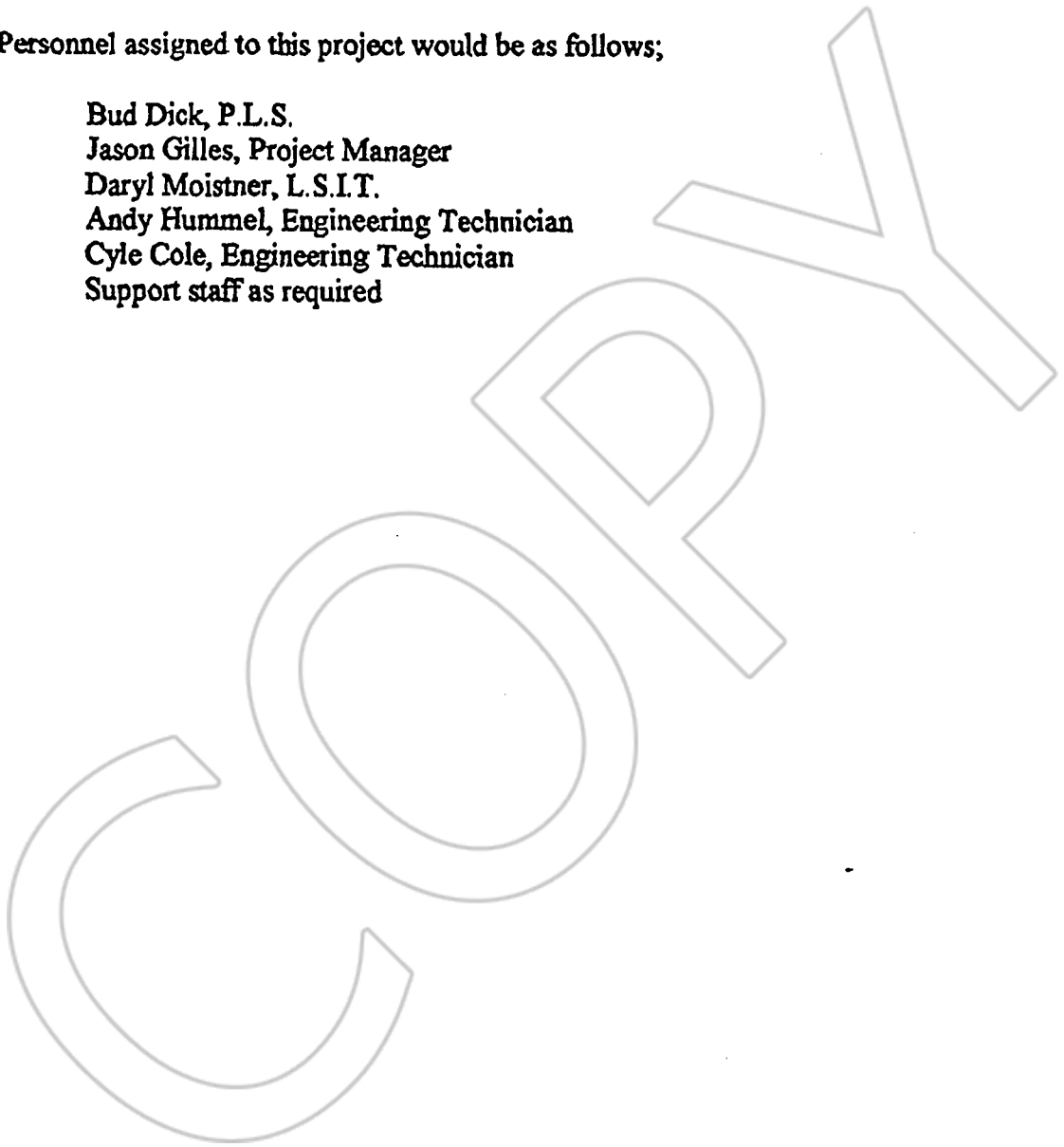
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- Note: 3. Borders, Titles, Annotation, Layer Designation, and Line Weights to be designated by Douglas County Staff and T.E.C. Staff prior commencement of work.**
- Note: 4. Check prints will be provided for County Staff Review at the 80% and 100% completion points. Revisions as requested by Staff will be incorporated in the final plan sets.**
- Note: 5. All drafting will be performed using Auto Cad 14 and Softdesk 8.1 on standard P.C. work stations and the finished Base Maps will be provided to Douglas County upon completion of the project in hardcopy reproducible mylar 24" x36" sheets and CD format.**

**Personnel assigned to this project would be as follows;**

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Jason Gilles, Project Manager  
Daryl Moistner, L.S.I.T.  
Andy Hummel, Engineering Technician  
Cyle Cole, Engineering Technician  
Support staff as required**



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**PROPOSED FEE SCHEDULE  
FOR  
FISH SPRINGS**

1.	<b>RESEARCH</b>			
	Man-hours	8 @ \$65.00/hr.		\$ 520.00
2.	<b>FIELD WORK</b>			
	Field crew time for A. B. C. & D. is estimated at 2000 L.F. +/- per day.	32 @ \$100.00/hr.		\$3,200.00
	E. Man-hours	4 @ \$65.00/hr.		260.00
	F. Man-hours	8 @ \$65.00/hr.		520.00
3.	<b>COORDINATION</b>			
	Man-hours	5 @ \$65.00/hr.		\$ 325.00
	Schedule: 100% @ 8 working days.			
4.	<b>MAPPING (After Survey)</b>			
	Man-hours	24 @ \$60.00/hr.	Design Tech.	\$1,440.00
		4 @ \$75.00/hr.	Project Manager	300.00
		8 @ \$35.00/hr.	Support Staff	280.00
	Schedule:	80% @ 10 working days		
		100% @ 20 working days		
		<b>TOTAL</b>		<b>\$6,845.00</b>

The total estimated price not-to-exceed is \$6,845.00. Any additional work requested would be \$6,845.00 plus 10%.

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Projected Schedule of Work  
Survey & Plan Production

Activity Name	Start Date	Finish Date	Dec '99					Jan '00					Feb '00					Mar '00		
			28	5	12	19	26	2	9	16	23	30	6	13	20	27	5	12		
Stephanie Lane																				
Field Work	12/7/99	12/21/99																		
Office Deliver	12/9/99	12/29/99																		
	1/3/00																			
Johnson Lane																				
Field Work	12/28/99	1/28/00																		
Office Deliver	1/1/00	2/1/00																		
	2/4/00																			
Fish Springs																				
Field Work	2/1/00	2/16/00																		
Office Deliver	2/3/00	2/18/00																		
	2/23/00																			

**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: December 21, 1999  
 B. REED Clerk of the 9th Judicial District Court  
 of the State of Nevada, in and for the County of Douglas.  
 By Carol M. Culloch Deputy

**SEAL**

REQUESTED BY  
**DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

1999 DEC 22 AM 10: 59

LINDA SLATER  
RECORDER

\$ e PAID KJ DEPUTY

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