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**OFFICIAL RECORD**  
Requested By:  
D C/COMMUNITY DEVELOPMENT

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 0.00  
BK-0406 PG- 3722 RPIT: 0.00



Assessor's Parcel Number:  N/A

Date:  APRIL 10, 2006

Recording Requested By:

✓ Name:  DARIN WHATCOTT, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A

CONTRACT #2006.062

(Title of Document)

RECEIVED

APR 03 2006

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

DOUGLAS COUNTY  
COMMUNITY DEVELOPMENT

A Contract between DOUGLAS COUNTY

And

CERTIFIED PLAN REVIEW, INC.  
David R. McClure

2006.0403  
2006 APR 10 PM 12:04  
DOUGLAS COUNTY  
COMMUNITY DEVELOPMENT

Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

Douglas County deems that the services of Contractor specified in this agreement are both necessary and desirable and in the best interests of Douglas County and

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

In consideration of the agreements made in this agreement, the parties mutually agree as follows:

**1. Effective Date of Contract.** This contract will 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 employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. Insurance.**

**A. 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 or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified 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 616B.627 and 2)



notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Building Official  
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 the County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, contractor, prior to expiration of the six month period, to provide another written request to a qualified 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 sixth month period, contractor agrees that the County may order the contractor to stop work, suspend the contract, or terminate the contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**B. Errors and Omissions Insurance.** Contractor will maintain an errors and omissions policy in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Larger projects may require an endorsement for additional insurance. The policy must name Douglas County and its officers, employees, and agents as additional insureds. A current certificate of insurance must be on file with Douglas County during the term of this agreement. Any renewals required to be filed must be done before the expiration of the policy. All policies and certificates must contain a provision that written notice of policy lapse, cancellation, or any other changes will be delivered to the community development department 30 days in advance of the effective date of the change.

**4. Services to be Performed.** The parties agree that the services to be performed are as follows: Plan review and inspection services for the County Building Official.

**5. Payment for Services.** Contractor agrees to provide the services set forth in Paragraph (4) at a cost as follows:

- A. Commercial Plan Review.....65% of Plan Review Fee as calculated by County's current fee schedule.
- B. Residential Plan Review.....50% of Plan Review Fee as calculated by County's current fee schedule or minimum charge or \$100.00.

All plan reviews will include the initial review and one back-check review, for any further back-check reviews will be charged on an hourly rate of \$50.00 per hour.

C. Building Inspection.....\$50.00 per hour in the Carson Valley Area.

D. Building Inspection.....\$60.00 per hour in the Topaz (South County) Area.

All inspection fees will be billed with a one-hour minimum fee and each portion of an hour over the first hour will be billed to the nearest one-half of an hour.

**6. Termination of Contract.** This contract may be revoked without cause by either party provided that a revocation will not be effective until 30 days after a party has served written notice upon the other party.

**7. Construction of Contract.** This contract shall be construed 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 may neither assign, transfer nor delegate any rights, obligations, or duties under this contract without 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 Controller 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 its obligations under this contract shall be 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.

**12. Public Records Law.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, 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 the 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 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 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 be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

The parties have signed this agreement and intend to be legally bound by it.

  
County Building Official  
Douglas County

(Date)

  
Contractor

June 30/06  
(Date)

Approved as to form by:

  
Deputy District Attorney

**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: April 10, 2006

B. REED Clerk of the Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By  Deputy

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