

OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: AUGUST 26, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 8 Fee: 0.00
BK-0810 PG- 6141 RPTT: 0.00



✓ Name: NIKKI SCHMIDT, COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.209
(Title of Document)

FILED

NO. 2010.209

2010 AUG 26 PM 2:43

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Douglas County ("County")

and

JBR Environmental Consultants, Inc. ("Contractor")
595 Double Eagle Ct., Suite 2000
Reno, Nevada 89521

FILED THIRAN
CLERK
[Signature]

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

WHEREAS, the services of Contractor specified in this Agreement are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements made in this Agreement, also referred to as contract, the parties agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract will become effective on July 1, 2010.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor will have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor is not a Douglas County employee and that there will 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.

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 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:

JBR Environmental Consultants, Inc. has entered into a contract with Douglas County to perform work from July 1, 2010 to September 15, 2010 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 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 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 six month period, Contractor agrees that 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 it 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.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are to identify and locate the actual Pony Express Route located on or near the Old Kingsbury Grade/Toll Road within Douglas County. All hours are to be documented by Contractor. The scope of the work to be performed is described in Exhibit "A", with the exception that the dates within the section entitled schedule will be amended based upon a start date of July 1, 2010.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in paragraph (4) at a cost not to exceed Eight Thousand Seven Hundred Dollars (\$8,700.00), as described in Exhibit "A".

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 will be construed and interpreted according to the laws of the State of Nevada.

8. COMPLIANCE WITH APPLICABLE LAWS. Contractor must 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 not assign, transfer or 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 will 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 its obligations under this contract will be the exclusive property of the County and all materials must 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 must promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor will not use, willingly allow or cause to have the 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, will be treated as public records pursuant to NRS 239 and must 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.

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 professional services under this contract by Contractor or Contractor's agents or employees to the extent caused by the negligence act or acts of the Contractor, its employees or agents. County agrees to indemnify and save and hold harmless from any and all causes of action or liability to the extent caused by the negligent act or acts in connection with this contract of the County or anyone for whom the County is legally liable.

Excluding its liability to third parties for bodily injury and property damage, the total aggregate liability of Contractor arising out of the performance or breach of this Agreement shall not exceed the total compensation paid to the Contractor. Notwithstanding any other provision of this Agreement, Contractor and County shall have no liability to each other for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Contractor or County or their respective subcontractors.

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. SUSPENSION AND DEBARMENT REQUIREMENTS FOR FEDERAL CONTRACTS.
For federally-funded public works, the bidder certifies, by submission of this bid or acceptance of this contract, that neither he nor any principal of his business entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor further agrees by submitting this bid that he will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder, contractor or any lower tier participant is unable to certify to this statement it must attach an explanation to the solicitation or proposal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the 30th day of July, 2010.

DOUGLAS COUNTY
By: [Signature] 7/22/10
T. Michael Brown (Date)
Douglas County Manager

CONTRACTOR
By: [Signature] _____
(Date)
JBR Environmental Consultants, Inc.



creating solutions for today's environment

June 3, 2010

Mahmood Azad, P.E.
County Engineer
Douglas County Engineering Division
P.O. Box 218
Minden, NV 89423

**Re: Proposal to Provide Services to Douglas County
Pony Express Route within Douglas County to the California State Line**

Dear Mahmood,

JBR understands that Douglas County seeks to identify the actual Pony Express route within Douglas County to the California state line. JBR also understands that due to the age of the ownership documents and the development that has occurred over the past 150 years, the actual location of the original route within Douglas County is not accurately known. JBR proposes to assemble existing historic map data to best identify the actual route taken by the mail riders during the period of April 4, 1860 and November 21, 1861.

The reported route followed the foothills south from Carson City to the Van Sickle Station Hotel located about a mile north of the Kingsbury Grade intersection. Historic accounts of the trail indicate the trail recognized trail used the old Kingsbury Grade / Toll Road from the VanSickle Station to Fridays Station in South Lake Tahoe. The actual marker is located about ¼ of a mile east of the State line on U.S. 50. During the first five months of operation starting in 1860, the route ran over Luther Pass and down through Woodfords. Upon completion of the Kingsbury Toll Road, the route was changed to route through Fridays Station (South Lake Tahoe) rather than Woodfords. The new Kingsbury Toll Road then carried the riders over Daggett Pass down in to the Carson Valley.

It appears there are two Pony Express routes in Douglas County, one, following along the original Old Kingsburg Grade / Toll Road (nearly the same as the paved route) and another along the foothill of the mountains to Woodfords, presumably along the Pioneer Trail / Fredericksburg Lane area. For the purposes of this investigation only the

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Reno, Nevada 89521
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Mr. Mahmood Azad, P.E.
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information pertinent to the route over Daggett pass to South Lake Tahoe will be considered.

Research

JBR proposes to conduct a literature search of the following records to identify photos, narratives, and maps that may provide information on the actual route of the Pony Express. These resources include, but may not be limited to:

- Nevada State Archives
- Keck Historic Map (UNR)
- Nevada State Museum
- Pony Express Museum (Internet/Saint Joseph, Mo.)
- National Park Service Archives
- California State Archives
- Personal Interviews with Historians
- Other historic Maps

Mapping

Several methods of mapping the route have been considered:

- To "best fit" historic maps over the current County GIS base map. This will provide us with a current reference to be able to use old maps in locating features in the field.
- Compile route photos, where available, to back calculate the location of the photo from the background geometry.
- Provide an abstract of all known historical references to the Pony Express trail within Douglas County.
- Provide a map of known, approximated and unknown trail sections coordinated to the Douglas County Base map (Nevada State Plane West, NAD 1983).

Deliverables

JBR proposes to assemble the above collected information into a memorandum detailing the data review and research process and findings, mapping methods, sources, and estimated accuracies, and a map showing the estimated alignment detailing areas of known resources and estimated resources. Finally, the memorandum will provide a detailed bibliography and recommendation for appropriate next steps.

JBR staff will also meet with Douglas County to present our findings and address any questions that arise from the memorandum. The memorandum of findings will be provided to Douglas County in draft format for review and final format once comments are addressed.

Qualifications

Due to the nature of this project, JBR proposes a team that is not a typical cultural resource team. JBR proposes to have the effort lead by Matthew Setty, JBR Project Manager; Tamara Odegard, Research Assistant; Jenni Mahoney, Archeologist/Cultural Resource Specialist; and Christine Johnson,

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GIS/Mapping Specialist. This team provides for low cost local research to be conducted under the supervision of a cultural resource specialist and the associated mapping and photos analysis will be conducted by the Reno based GIS team managed by Matthew Setty.

Schedule

JBR understands that Douglas County desires to move quickly on the initial steps of this project and as such, JBR proposes a project schedule with a six week duration. Research will commence immediately upon a notice to proceed to allow for a project status meeting at the midpoint of the project. The following schedule provides a tentative schedule for meeting and reporting.

- June 14, 2010 Notice to Proceed
- June 28, 2010 Project Status Meeting
- July 19, 2010 Project Findings Memorandum

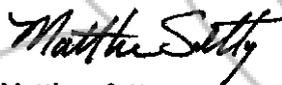
Cost

JBR proposes to conduct this scope of services on a time-and-materials basis utilizing lower cost staff for the majority of the research tasks. JBR estimates a total labor budget of 92 hours requiring a total budget of \$8,700.00. Should the actual effort to conduct the aforementioned scope of services be less than estimated the actual costs will be accordingly less.

Please call at your convenience if you have any questions or modification to this proposed scope of services.

Sincerely,

JBR Environmental Consultants, Inc.



Matthew Setty
Project Manager

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: Aug 26, 2010
[Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy