

Assessor's Parcel Number: N/A

Date: SEPTEMBER 18, 2019

Recording Requested By:

Name: COURTNEY WALKER, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

CONTRACT #2019.165
(Title of Document)

CONTRACT FOR PROFESSIONAL SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

NCE (NICHOLS CONSULTING ENGINEERS, CHTD)

FILED
NO. 2019.165
9-18-19
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY [Signature] DEPUTY

This Interlocal Contract for Services (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the County Manager and NCE, a Nevada Company (hereafter "Contractor"). County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

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

WHEREAS, Douglas County has determined 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 Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. The Contract will become effective on September 5, 2019. Time is of the essence in this contract and all work required in Paragraph 4 of this Contract shall be finally completed by no later than June 30, 2020. Unless earlier terminated as set forth in Paragraph 6, below, this Contract shall remain in effect until final completion of the work required in Paragraph 4.

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 333.700 et. al., as necessarily adapted, to the Parties, including that Contractor is not an employee of the County 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; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

3. INDUSTRIAL INSURANCE. Contractor further agrees that prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, the Contractor will provide the County with a work certificate and/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, Contractor will complete and provide evidence to the County that the Contractor has made the following written request to Contractor's insurer:

NCE (Nichols Consulting Engineers), Chtd has entered into a contract with Douglas County to perform work from September 5, 2019 to June 30, 2020 and requests that the authorized 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
Public Works Department
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this 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 at the sole discretion of the County. 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 the County may order the Contractor to stop work, suspend the contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree the services to be performed include the Section 106 Cultural Resources Technical Study for the Centerville Lane Project ("Scope"), at the locations and in the manner more particularly described in Exhibit "A," which is attached hereto and incorporated by this reference.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 at a total cost not to exceed Twenty seven thousand four hundred thirty eight dollars and fifty cents (\$27,438.50) (the "Contract Price"). Additional services may be incorporated into the scope of work by change order signed by both parties. The additional services will be billed on a time and materials basis as set forth in Exhibit "B," hereto. County does not agree to reimburse for per diem or other allowances or expenses. Unless Contractor has received a written exemption from the County, Contractor shall submit requests for payment for services performed under this Contract. Requests for payment 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.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

7. NONAPPROPRIATION. All payments under this Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 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 if the County fails to appropriate the necessary funding.

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 this Contract. 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. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION. This Contract shall be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, litigation may only proceed before a federal northern Nevada district court in the State of Nevada. The court will recognize any offers of judgment made by a Party pursuant to Nevada law. The Contract Documents shall include this document and Exhibit A, hereto. The Contract Documents are intended to be complimentary to one another and shall be so construed. To the extent that there is an irreconcilable difference between the Contract Documents, the order of precedence shall be: first, this document, thereafter Exhibit A, and finally Exhibit B.

In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate, any rights, obligations or duties under this Contract without the prior written consent of the County.

11. 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.

12. DISPOSITION OF CONTRACT MATERIALS. All professional and technical information developed under this Contract and all work sheets, reports, and related data shall remain the property of the Contractor, provided that County shall receive a non-exclusive license to use and reuse the professional and technical information. Contractor further agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for uses other than this project.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor shall be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. If Contractor wishes to designate any document as confidential, then Contract must properly mark each affected page as confidential and indicate the applicable statute under which the document is defined as confidential. 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.

14. INDEMNIFICATION. Each Party agrees to indemnify and hold harmless the other from any and all claims, causes of action or liability to the extent caused by the indemnifying party's negligent performance under this Contract or wilful misconduct.

15. MODIFICATION OF CONTRACT. This Contract and the attached Exhibit "A" constitute the entire Contract and understanding between the Parties and may only be modified by a written amendment signed by both Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

18. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS Chapter 108.

19. THIRD PARTY BENEFICIARY. Nothing contained in this agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Stormwater Program Manager
1120 Airport Road Building F-2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6215

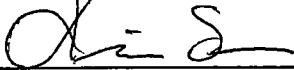
To Contractor: Jeremy Hall, Project Manager
NCE
PO Box 1760
Zephyr Cove, NV 89448

21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other

competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

NCE (NICHOLS CONSULTING ENGINEERS, CHTD)

By:  8/29/19
NCE (Nichols Consulting Engineers), CHTD (Date)

DOUGLAS COUNTY, NEVADA

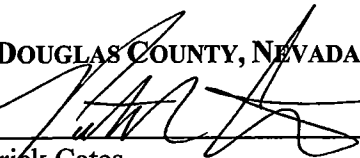
By:  9/6/19
Patrick Cates (Date)
Douglas County Manager



EXHIBIT A

August 28, 2019

Courtney Walker
Douglas County Public Works
Stormwater Program Manager
1120 Airport Rd. Building F-2
Minden, NV 89423

Re: Section 106 Cultural Resources Technical Study for the Centerville Lane Project, Douglas County, Nevada

Ms. Walker,

NCE is pleased to submit the following scope of work for the Section 106 Cultural Resources Technical Study for the Centerville Lane Project, Douglas County, Nevada (referred to as Exhibit A in the contract). NCE will conduct archaeological and architectural surveys of 16 water conveyance locations along Centerville Lane in Douglas County, Nevada, and prepare the necessary cultural resources technical reports documenting the findings. Modification of the selected culverts constitutes the proposed undertaking.

The following conditions define the scope of work required:

- Douglas County Public Works has discussed the project with representatives of the U.S. Army Corps of Engineers (Corps), and the Corps has identified the need to comply with Section 106 of the National Historic Preservation Act (NHPA).
- Based on discussions with the Corps, the Area of Potential Effect (APE) for the proposed undertaking will consist of a 100 square foot area centered on each of the 16 water conveyance locations.
- An archaeological inventory will be conducted within each APE block. The probability of finding prehistoric archaeological resources is considered to be low. Some historic period archaeological resources may occur that require documentation on Nevada Intermountain Antiquities Computer System (IMACS) forms.
- Concurrent to the archaeological inventory, an architectural inventory will also be conducted within each APE block. The 16 water conveyances are elements of Centerville Lane. The architectural inventory will document those water conveyances that are more than 50 years in age. The front page of a Nevada District Architectural Resource Assessment (ARA) form will be prepared for Centerville Lane and all recorded water conveyances will be documented as structures associated with the roadway. Centerville Lane will be documented in a manner described in Tasks 2 and 3 below.
 - It is acknowledged that the water conveyance features are elements of irrigation systems. These systems will be referenced in the individual structure ARA forms, but the irrigations systems will not be recorded, nor will any existing recordation forms regarding the systems be updated.
 - Overview pictures of Centerville Lane will be taken from each of the 16 water conveyance features.
- All work shall be conducted in accordance with guidelines issued by the Corps with regards to Section 106 compliance with the NHPA and current state and professional standards. Attention will also be paid to the programmatic agreement between NDOT, FHWA, and the SHPO, as well as the NDOT Cultural Resources Handbook (2014).

Lake Tahoe, NV

PO Box 1760
Zephyr Cove, NV 89448
(775) 588-2505



TASK 1: AGENCY COORDINATION & ARCHIVAL RESEARCH

Compliance with Section 106 of the NHPA is necessary. A primary step in this compliance process is the identification of a project-specific APE. Based on a consideration of both potential direct and indirect impacts of the proposed project, NCE cultural resource specialists will prepare a map that depicts the proposed APE specific to each of the 16 water conveyance locations. It is assumed for this project that coincident direct and indirect APE boundaries will be acceptable by the Corps. The draft map will be provided to Douglas County and the Corps via email for review and approval. It is assumed only one round of revision will be necessary to finalize the APE map. Once agreement is reached with all parties involved in APE delineation, final APE maps will be submitted to Douglas County and the Corps via email.

Prior to conducting field inventory activities, NCE will conduct sufficient archival research to both inform expectations in the field and to develop historic contexts necessary for subsequent resource evaluations (i.e., archaeological and architectural). Archival research will include NVCRIS, NDOT, and BLM agency files. BLM field office land-use records and various historic maps (e.g., GLO plat maps, county and state maps) will be reviewed. Developing information regarding the water conveyance features may require research at the Nevada Division of Water Resources in Carson City and/or the Truckee-Carson Irrigation District in Fallon. Digital records maintained by the University of Nevada Special Collections Library, the Nevada Historical Society, the Nevada State Library and Archives, and the appropriate County assessors/recorders offices will also be examined. Various online repositories, as well as newspapers will also be reviewed as appropriate. NDOT will be contacted to determine if they have as-built plan sets for Centerville Lane.

Deliverables:

- APE map and archival research results included in report deliverables

TASK 2: FIELD SURVEY

NCE will conduct an intensive (Class III) archaeological inventory of the 16 water conveyance locations in a manner consistent with Corps, NDOT, and SHPO standards. Given preliminary archival research and topographic setting, there is a low potential to encounter prehistoric sites, especially ones that are highly complex (e.g., multi-component, long-term habitation, etc.). For budgetary purposes, NCE anticipates the need to document no prehistoric sites.

NCE will conduct an architectural survey of the 16 water conveyance locations in a manner consistent with Corps, NDOT, and SHPO standards. This will require preparation of the first page of a District ARA form for Centerville Lane, and individual structure ARA forms for any water conveyances more than 50 years in age. For budgetary purposes, NCE anticipates that all 16 water conveyances are more than 50 years in age and will require documentation.

Upon completion of fieldwork, the results will be drafted in a brief email to Douglas County. Any issues identified will be conveyed with suggested resolutions.

Deliverables:

- Brief email summary of fieldwork results to Douglas County
- Results of fieldwork included in report deliverables

TASK 3: ARCHAEOLOGICAL REPORT PREPARATION

Since the Corps has been identified as the lead agency, results of the archaeological inventory will be documented in a technical report conforming to Corps standards. Maps and figures will be included consistent with identified standards. The report will contain a recommended



National Register eligibility determination for each archaeological resource present within an APE. The susceptibility of recorded resources to undertaking-related impacts will also be addressed. As noted above, NCE does not anticipate the need to document archaeological resources as a part of the proposed inventory. If inventory results are indeed negative, NCE will consult with the Corps to determine if a letter report of negative findings will be sufficient. If inventory results are positive (i.e., archaeological resources are identified), it is assumed a full Corps Cultural Resources Inventory Report (CRIR) will be required for an additional scope and fee.

The draft archaeological report will be provided to Douglas County for review in electronic format (PDF). It is assumed Douglas County will take 10 business days to review the draft report and provide comments. Within 10 business days upon receipt of comments from Douglas County, a revised draft report will be submitted to the Corps (in electronic or paper format, as specified by the Corps). It is assumed the Corps will take 30 calendar days to review the draft report and provide comments. Within 10 business days upon receipt of comments from the Corps, a final report will be submitted to Douglas County (in electronic or paper format, as specified by the Douglas County and the Corps). The final report will be attached to the subsequent Corps permit package submitted by Douglas County for the project.

Before the permit package is approved, the Corps will require State Historic Preservation Office (SHPO) concurrence with the findings of the archaeological report. SHPO review takes 30 calendar days, but it is assumed this will not interfere with the acceptance of the Corps Pre-Construction Notification (PCN) letter.

Deliverables:

- Draft report delivered to Douglas County
- Revised report delivered to the Corps
- Final report delivered to Douglas County

TASK 4: ARCHITECTURAL REPORT PREPARATION

Results of the architectural inventory will be documented in a single architectural technical report that conforms to Corps standards. To the extent practical, material from the archaeological survey report will be used as a means of ensuring consistency and reducing project costs. Maps and figures will be included consistent with identified standards. The report will contain a recommended National Register eligibility determination for each architectural resource present within an APE. The susceptibility of recorded resources to undertaking-related impacts will also be addressed.

Architectural resources will be documented on ARA forms that conform to current state standards. Assuming one has not been developed previously, Centerville Lane will require preparation of an ARA District form (cover page minimum). Water conveyance features will be documented as associated structures on separate structure forms. Each form will contain all requisite maps and photographs.

Concurrent with the draft archaeological report, the draft architectural report will be provided to Douglas County for review in electronic format (PDF). It is assumed Douglas County will take 10 business days to review the draft report and provide comments. Within 10 business days upon receipt of comments from Douglas County, a revised draft report will be submitted to the Corps (in electronic or paper format, as specified by the Corps). It is assumed the Corps will take 30 calendar days to review the draft report and provide comments. Within 10 business days upon receipt of comments from the Corps, a final report will be submitted to Douglas County (electronic or paper format, as specified by Douglas County and the Corps).



Before the permit package is approved, the Corps will require SHPO concurrence with the findings of the architectural report. SHPO review takes 30 calendar days, but it is assumed this will not interfere with the acceptance of the Corps Pre-Construction Notification (PCN) letter.

Deliverables:

- Draft report delivered to Douglas County
- Revised report delivered to the Corps
- Final report delivered to Douglas County

ASSUMPTIONS:

- Coincident direct and indirect APE boundaries will be acceptable by the Corps
- No or very minor archaeological resources will be identified requiring a minimum amount of documentation (i.e., letter report) – assume no CRIR
- All 16 culverts and Centerville Lane will need to be documented on ARA forms
- The Corps will not require recordation/evaluation of the irrigation ditches adjacent to the APE
- Douglas County will provide comments to the draft reports within 10 business days
- The Corps will provide comments to the revised draft reports within 30 calendar days
- SHPO concurrence will not be required in order for the Corps to approve the Douglas County PCN letter
- Assumed Section 106 clearance can be achieved by early March 2020 pending agency review timeliness

FEE ESTIMATE AND SCHEDULE

NCE is pleased to offer cultural resources professional services for time and materials, not to exceed the amount of **\$27,438.50**. The table below provides the cost estimate broken down by task. Attached to this scope of work is NCE's schedule of charges.

Task	Cost Estimate
Task 1. Agency Coordination & Archival Research	\$5,760.00
Task 2. Field Survey	\$3,048.00
Task 3. Archaeological Report Preparation	\$4,324.00
Task 4: Architectural Report Preparation	\$14,306.50
Total	\$27,438.50

It is understood the project is slated for construction during the fall of 2020. It is assumed that Section 106 compliance can be completed by early March 2020, thereby providing a sufficient buffer between these project components.

Following a notice to proceed no later than 9/6/2019, NCE offers the following estimated schedule:

- Agency coordination, APE delineation, and archival research to begin 9/9/2019
- APE approval by 9/13/2019
- Assuming APE approval by 9/13, fieldwork scheduled for the week of 9/16 or 9/23/2019
- Draft reports to Douglas County by 10/25/2019
- NCE to receive Douglas County draft comments by 11/8/2019
- Revised draft to Corps by 11/22/2019
- NCE to receive Corps revised draft comments by 12/23/2019
- Final report to Douglas County by 1/10/2020 for Corps permit package submittal



- SHPO review will take 30 calendar days to review the Section 106 reports once received from the Corps- anticipate concurrence by early March 2020 pending the Corps sends the reports to SHPO by late January/early February 2020

Please let Jeremy Hall, the NCE Project Manager, know if you have any comments or questions regarding this scope of work.

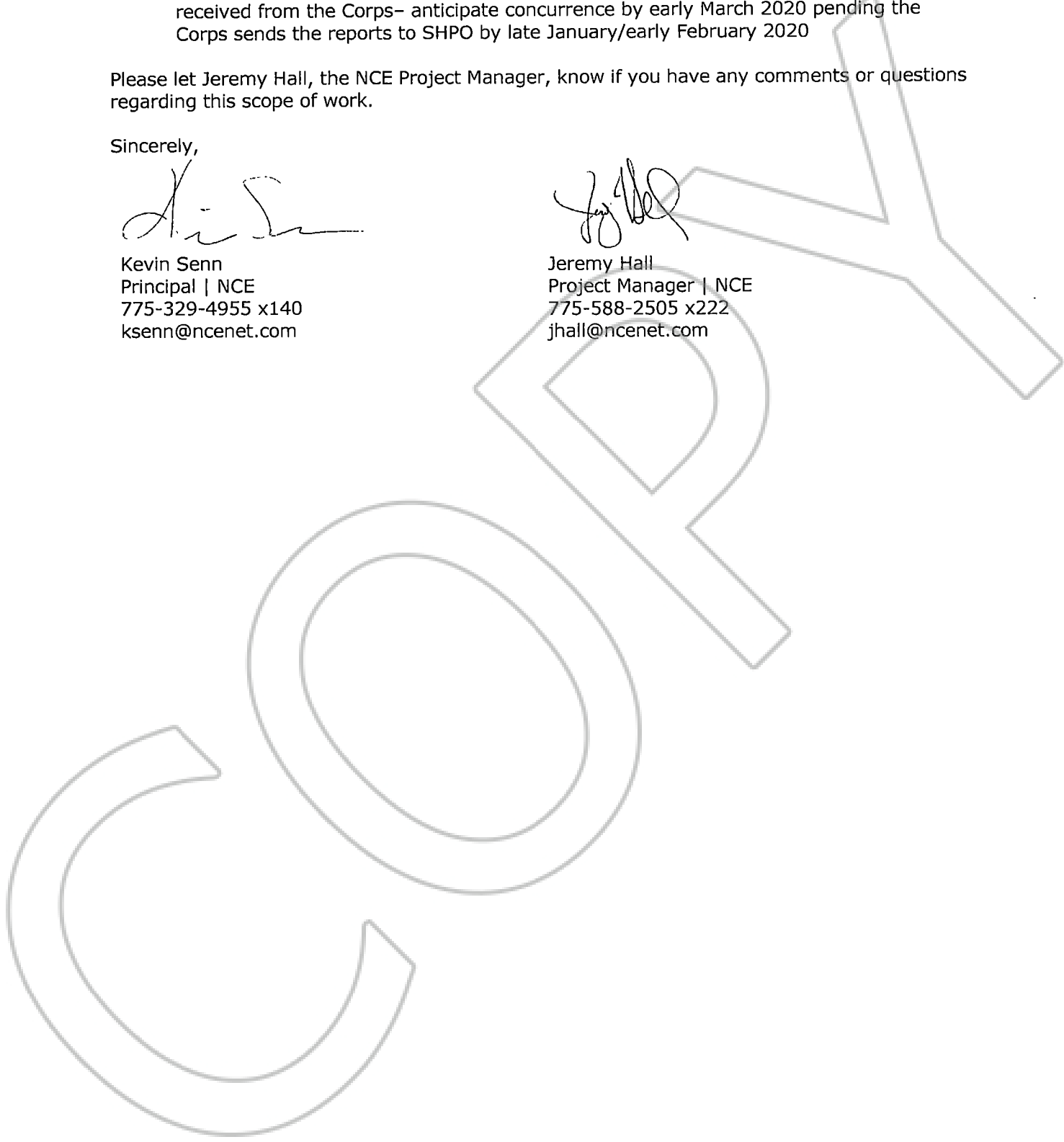
Sincerely,

A handwritten signature in black ink, appearing to read "K. Senn".

Kevin Senn
Principal | NCE
775-329-4955 x140
ksenn@ncenet.com

A handwritten signature in black ink, appearing to read "J. Hall".

Jeremy Hall
Project Manager | NCE
775-588-2505 x222
jhall@ncenet.com





SCHEDULE OF CHARGES 2019

PROFESSIONAL SERVICES

Principal.....	\$260/hour
Associate	\$210/hour
Senior	\$180/hour
Project.....	\$155/hour
Staff.....	\$135/hour

TECHNICAL SERVICES

Senior Construction Manager*.....	\$135/(\$160-PW)/hour
Senior Designer	\$145/hour
CADD Designer	\$125/hour
Senior Technician*	\$120/(\$145-PW)/hour
Construction Inspector*	\$120/(\$145-PW)/hour
CAD Technician.....	\$110/hour
Senior Field Scientist	\$115/hour
Field Scientist.....	\$95/hour
Project Administrator	\$100/hour
Field/Engineering Technician*	\$95/(\$120-PW)hour
Technical Editor	\$90/hour
Clerical	\$80/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	\$300/hour
Court Appearances & Depositions	\$500/hour

EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck	\$100/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$3,500/Day
Coring	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.cost + 15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

18th day of April, 2019
By [Signature] Deputy