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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY
AND
Carson Pump

BARBARA REED
CLERK
BY *[Signature]* DEPUTY

NAME AND TITLE OF INDEPENDENT CONTRACTOR

1401 N. Roop Street, Carson City, NV 89701

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 follow: Provide all labor, material, and equipment to test pump Well No. 1 for the Uppaway and Boucher/Young Estates Water System in accordance with Exhibit A – Scope of Work.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed \$11,410.00 in accordance with the provisions of Exhibit B. In addition the County DOES NOT AGREE to reimburse Contractor for travel expenses and per diem allowances. 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: within 30 days of approval by the County of the submitted invoice forms and progress reports.

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

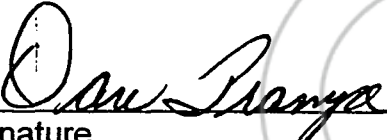
14. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials 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 7-14-99
(Date)



BOARD OF COUNTY COMMISSIONERS 7-8-99
(Date)

Approved as to form by:



Deputy District Attorney

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Exhibit A
Scope of Work
Uppaway and Boucher/Young Estates Water System Improvements
Test Pumping Well No. 1
July 2, 1999

1. Provide and install drop pipe, pump, generator, discharge pipe, and all equipment, materials, and labor to test pump Well No. 1
2. Install the pump in Well No. 1 at a depth of approximately 210 to 230 feet below ground surface within the blank casing section. Refer to the attached Plate No. 3.
3. Provide and install temporary pipeline on the surface of the ground and extended to the west end of the pier. Refer to the enclosed drawings. Pipe segments shall exhibit no leakage on the ground or surface of the pier. Secure the pipeline in position on the ground surface and pier. Methods of anchoring shall be approved by the County. Nails, screws or other fasteners are not allowed on the pier deck. Extend the discharge end of the pipeline so that the end of the pipeline is at least one foot below the water surface. Control discharge to prevent erosion of the lake bed or the creation of turbidity.
4. Conduct step-drawdown pumping test of Well No. 1. Step-drawdown will consist of three steps of two-hour duration each. Confirm step discharge rates with Gilmore Engineering. Record drawdown in Well No. 1 and Well No. 2 for each step test at one-minute intervals.
5. Conduct a 48-hour constant rate pumping test of Well No. 1 at a rate approved by Gilmore Engineering. Measure pump discharge with a pipe orifice device approved by the County. Maintain pump discharge at all times by means of a gate valve. Measure and record the depth to water in Well No. 1 and Well No. 2 during the pumping test as follows:
 - From $t=1$ to $t=10$, measure depth every minute
 - From $t=10$ to $t=20$, measure depth every two minutes
 - From $t=20$ to $t=60$, measure depth every 5 minutes
 - From $t=60$ to $t=120$, measure depth every 10 minutes
 - From $t=120$ to $t=300$. Measure depth every 30 minutes
 - From $t=300$ to $t=2,880$, measure depth every 100 minutes

Measure and record recovery depths at the above time intervals, starting at time of pump shut down. The pump is to remain idle in the well throughout recovery readings.

Should any problems or failure of equipment occur, or if for any reason the contractor discontinues or interrupts the pump test, allow the water table to fully recover and repeat the test, at no change in price.

6. At the completion of test pumping, remove all sand and debris from the bottom of the well.
7. Upon completion of work, remove all temporary pipeline and restore ground surfaces to original condition.
8. Provide letter report of work completed, and drawdown and recovery readings.

Exhibit B
Compensation Schedule
Uppaway and Boucher/Young Estates Water System Improvements
Test Pumping Well No. 1
July 2, 1999

1. Mobilization and Demobilization	\$ 1,000
2. Install and remove 220' of 3" drop pipe, 25hp submersible Pump and sounder tube	\$ 1,500
3. Install and remove discharge line	\$ 1,500
4. Conduct 6hr. step drawdown test @ \$115/hour	\$ 690
5. Conduct 48 hr. constant drawdown test @ \$115/hour	\$ 5,520
6. Conduct 48 hr. recovery @ \$25/hour	<u>\$ 1,200</u>
Total:	\$11,410

Work will be billed at the above rates. Total compensation is not to exceed a total amount of \$11,410.

REQUESTED BY
Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'99 JUL 29 P2:31

LINDA SLATER
RECORDER

PAID *LP* DEPUTY

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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: July 29 1999

B. R. [Signature] Clerk of the [Signature] Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature]

Deputy

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