

NF
Comm Dev
Lyndy Teglia

FILED
NO. 2001.193

01 AUG 27 A9:03

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

ECO:LOGIC

WHEREAS, Douglas County from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor 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 the contract;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. This contract becomes effective upon execution, unless sooner revoked by either party in accordance with ¶ 6.

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 284.173, 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 Douglas County;
- (2) Industrial insurance coverage provided by the Douglas County;
- (3) Participation in group insurance plans which may be available to employees of the Douglas County;
- (4) Participation or contributions by either the independent contractor or the Douglas County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by Douglas 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 Douglas County to make any payment under this contract, to provide the Douglas County with a work certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) 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 SIIS:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to Nev.Rev.Stat. § 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:

Director

0521454

BK0801PG7116

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 Douglas 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 SIRS 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 Douglas 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: As described on Attachment A (June 8, 2001 Proposal).

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a total cost not to exceed \$2,468.10. Douglas County agrees to pay Contractor within a reasonable time after submission of billings by Contractor.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party prior to the date set forth in paragraph 1, provided that a revocation shall not be effective until 90 days after a party has served written notice upon the other party.

7. FISCAL FUNDING OUT. All payments under this contract are contingent upon the availability to the Douglas County of the necessary funds. In the event that sufficient funds, as determined by the Douglas County, are not available for any reason, the Douglas County shall not be obligated to make any payments to Contractor under this contract. This provision shall be construed as a condition precedent to the obligation of the Douglas County to make any payments under the contract. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. If any payments which are otherwise due to Contractor under this contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to Contractor if sufficient funds later become available.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

9. 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.

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

11. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the Douglas 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.

12. 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 Douglas

County Commissioners.

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

John P. Labe 8/16/01
EGO:LOGIC (Date)

David L. Fuller 8-17-01
Douglas County Manager (Date)

Approved as to form by:

N/A
Deputy District Attorney

COOPY

June 8, 2001

Carl Ruschmeyer, PE
Utility Engineering Manager
Douglas County
P.O. Box 218
Minden, NV 89423

RECEIVED
JUN 11 2001
DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

Principals
David R. Bennett
Charles G. Bunker
John P. Enloe
Frederic J. Fahlen
Jeffrey R. Hauser
Richard E. Stowell

11311

RE: Testing of the Old Irrigation Well at the Douglas County Airport

Dear Carl:

As a follow-on to our conversation at the site on June 5, 2001, ECO:LOGIC has prepared the following proposal to test pump the irrigation well at the Douglas County Airport. The objective of this test is to document the performance of the well and assist you with the selection of a pump to supply the irrigation system at the airport. The plan is to equip both the old well (the one to be test pumped) and the nearby municipal well at the Airport (known as the Airport Well) with water-level data recorders. Specific work tasks include:

- **Install data loggers.**

At least one day prior to the test, we will install an In-Situ, Inc. pressure transducer / Mini Troll™ data logger in the well to be test pumped and the Airport Well. We examined the well equipment on June 5th and it appears as if the monitoring equipment can be installed. However, some temporary changes to the irrigation well will be needed to admit and protect the data logger. These are discussed in a later paragraph of this letter.

- **Perform Step Test.**

A step test comprising four steps of one (1) hour each will be performed for a total of four (4) hours. The water will be discharged to the sanitary sewer or a roadside ditch. The discharge rate will be controlled by valve in the discharge (see below). Upon completion of the pumping test, the recovery of water levels in the well will be monitored for up to two (2) hours.

- **Analyze Data and Prepare Memorandum Report.**

The data from the test will be analyzed. A brief memorandum report will be prepared. The report will document the test data and the results of the data analysis. It will provide a recommended pumping rate and design pumping level for a new pump to be installed in the Airport irrigation well.

The breakdown of our proposed fee is provided in the attached opinion of probable cost. For budget purposes use \$2,500.

We will need approximately two-week's notice to schedule personnel and our data loggers. The report will be submitted to you within approximately one week of completion of the test.

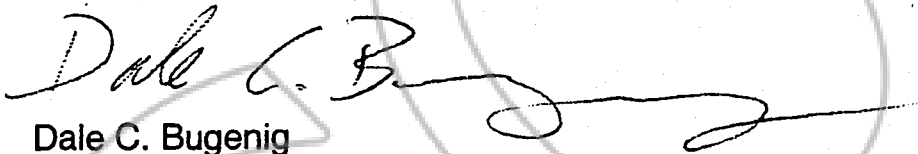
Work to be undertaken by Others

Before we can test the well, it must be determined whether the existing pumping equipment is operational and can be used for the test. If it is not, the County must rent one from a pump contractor. Even if it is operational, the contractor will need to raise the discharge pipe and well cap so that we can install the data logger. A 1-inch diameter stilling well should be installed in the well to prevent damage or loss to our equipment. In addition, the well must be equipped with a flow meter to measure the discharge and valve to regulate the pumping rate. Dan Trampe of Carson Pump can provide all the necessary ancillary equipment and support services to prepare the well for testing. ECO:LOGIC can make these arrangements on your behalf, or if you prefer, County personnel can arrange for this work to be done.

The discharge from the well is to be conveyed either to the sanitary sewer or other disposal off-site so that it does not create a nuisance. Because the pumping rate will be less than 250 gpm and the duration less than 48 hours, no temporary NPDES permit is required even if the discharge is routed to a roadside ditch.

Thank you for the opportunity to assist you in this project. If you have any questions, please do not hesitate to contact me.

Sincerely,



Dale C. Bugenig
ECO:LOGIC

attachment

**Douglas County
Old Airport Irrigation Well
Pumping Test**

Install data loggers & collect background data

Senior Hydrogeologist

4 hours @ \$ 94.00 per hour = \$ 376.00
 Mileage
 85 miles @ \$ 0.33 per mile = \$ 28.05

\$ 404.05

Perform Step Test

Senior Hydrogeologist

9 hours @ \$ 94.00 per hour = \$ 846.00
 Mileage
 85 miles @ \$ 0.33 per mile = \$ 28.05
 Pressure transducer & data logger (2 loggers @ \$110/day = \$220/day)
 1 day @ \$ 220.00 per day = \$ 220.00
 Laptop computer
 1 day @ \$ 20.00 per day = \$ 20.00
 Water level sounder
 1 day @ \$ 10.00 per day = \$ 10.00

\$ 1,124.05

Analyze Data and Prepare Memorandum Report

Senior Hydrogeologist

10 hours @ \$ 94.00 per hour = \$ 940.00

\$ 940.00

PROJECT TOTAL	\$ 2,468.10
USE	\$ 2,500.00

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: August 27, 2001
 B. Reed Clerk of the Judicial District Court
 of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

REQUESTED BY
DOUGLAS COUNTY
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

2001 AUG 27 AM 11: 33

LINDA SLATER
 RECORDER

\$ 0 PAID KJ DEPUTY

0521454
BK0801PG7121

ECO:LOGIC
 prepared 6/6/01