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CommDev
Lynda Teplia

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NO 2001.280

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

ECO:LOGIC, LLC

DOUGLAS COUNTY
[Signature]
DEPUTY

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

0526088
BK1001PG7869

Douglas County Communications Center
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 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 SIIS 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.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph (4) at a total cost not to exceed \$ \$5,005.10. 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 10/15/01
ECO:LOGIC, LLC (Date)

Daniel L. Holt 10-16-01
Douglas County Manager (Date)

Approved as to form by:

N/A
Deputy District Attorney

COPY

EXHIBIT "A"

Walley's Well Testing

SCOPE OF SERVICES and COMPENSATION SCHEDULE

ECO:LOGIC shall provide personnel and equipment to test the performance of the water-supply well at Walley's Hot Springs located south of Genoa in Douglas County, Nevada. ECO:LOGIC will also provide a comprehensive analysis of the test data and written documentation of the work completed in accordance with the following scope of services. In addition, ECO:LOGIC will subcontract the work required to prepare the well for testing and provide the necessary ancillary equipment to test pump the well.

The well to be evaluated is the 8-inch diameter, 282 feet deep well located within the gravel pit west of Foothill Road and north of the resort. This well is the current water supply source to the resort.

Testing

ECO:LOGIC will employ the existing submersible pump for testing. Work under this task will include the following:

- *Contract with Carson Pump to equip the wells for testing.* Carson Pump will:
 - modify the pumping equipment to facilitate testing;
 - provide a valve to regulate the discharge, a meter to measure the discharge, and hose to convey the discharge away from the well;
 - provide a Rossum and tester,
 - install a stilling well, if needed, and
 - restore the pump and well to its original state at the conclusion of testing.
- *Perform a step test of the well.* The test will be conducted using the existing pumping equipment. It will comprise up to four steps of one hour each.
- *Provide data loggers* to record changes in water level in the pumped well (the well in the gravel pit) and the observation well (the shallow well east of Foothill Road). The data loggers will be installed at least one day prior to testing to document any background trends in the water levels.
- *Analyze the test data.*
- *Prepare a technical report.* A draft report of the testing program and results of the data analysis will be provided for review. Comments will be addressed in a Final Report.

Deliverables

Deliverables will include:

- ◆ *A written technical memorandum* documenting the work, the results of the test, and recommendations regarding long-term performance of the well and production pumping equipment. Three bound copies of the final report will be provided.

Work to be Accomplished by Carson Pump under Subcontract to ECO:LOGIC

Modification of the pumping equipment necessary to facilitate the well will be accomplished by Carson Pump as a subcontractor to ECO:LOGIC. This includes, as a minimum, disconnecting the pump from the pitless adapter; raising the pump to allow installation of a gate valve to regulate the discharge and measure the discharge, providing discharge hose, test pumps and generators, if required.

ECO:LOGIC will not incur any charge for electrical power consumed during testing.

Responsibilities of Douglas County

Douglas County will secure access to the wells for ECO:LOGIC and Carson Pump. The County will help coordinate the testing program to help minimize any disruption of the water supply to the resort.

Schedule

ECO:LOGIC will initiate work within one week of receipt of a fully executed contract. The precise schedule for the start of work will depend on the availability of the Carson Pump who will set up the wells for testing and coordination of the testing with the resort.

The deliverables will be provided to the County within 10 days of completion of the test program.

Opinion of the Probable Cost

The fee for work to be undertaken by ECO:LOGIC will be based on time and expenses not to exceed \$5,005.10. This amount will not be exceeded without prior authorization. The Probable Cost is summarized in the table below. A breakdown of our Opinion of the Probable Cost is provided as an attachment.

SUMMARY OF OPINION OF PROBABLE COST			
Task	ECO:LOGIC	Carson Pump	Project Total
Testing of Walley's Hot Springs Well	\$3,740.10	\$1,265.00	\$5,005.10

**Douglas County
Walley's Resort Wells
Pumping Test**

ECO:LOGIC

**CARSON
PUMP**

Task 1. Testing of the Well in the Gravel Pit

Assemble pertinent background information

ECO:LOGIC

Senior Hydrogeologist

6 hours @ \$ 94.00 per hour = \$ 564.00

Install data loggers & collect background data

ECO:LOGIC

Senior Hydrogeologist

6 hours @ \$ 94.00 per hour = \$ 564.00

Mileage

85 miles @ \$ 0.33 per mile = \$ 28.05

\$ 592.05

Perform Step Test

ECO:LOGIC

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)

2 days @ \$ 220.00 per day = \$ 440.00

Laptop computer

2 days @ \$ 20.00 per day = \$ 40.00

Water level sounder

2 days @ \$ 10.00 per day = \$ 20.00

\$ 1,374.05

CARSON PUMP

Mobilization/demobilization

1 lump sum @ \$ 275.00 each = \$ 275.00

Modify well for testing, provide 300 ft of 4" discharge hose, valve, flow meter, Rossum sand tester, and stilling well

1 lump sum @ \$ 550.00 each = \$ 550.00

Standby for crew during testing

5 hours @ \$ 88.00 per hour = \$ 440.00

\$ 1,265.00

Analyze Test Data & Prepare Memorandum Report

ECO:LOGIC

Senior Hydrogeologist

12.5 hours @ \$ 94.00 per hour = \$ 1,175.00

Sub-totals, Task 1

Total, Task 1

\$ 3,740.10	\$ 1,265.00
\$5,005.10	

0526088

BK 1001 PG 7874

**ECO:LOGIC
Revised 10/12/01**

COPIES

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: October 22 2001
B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Mallock Deputy

REQUESTED BY

DOUGLAS COUNTY

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

2001 OCT 23 AM 11:50

LINDA SLATER
RECORDER

PAID Ko DEPUTY

0526088

BK 1001 PG 7875

SEAL