

NE

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

2003 DEC 24 AM 8:19

WERNER CHRISTEN  
RECORDER

\$  PAID  DEPUTY

Assessor's Parcel Number: N/A

Date: DECEMBER 23, 2003

Recording Requested By:

✓ Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

\_\_\_\_\_

CONTRACT #2003.261  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)  
*This cover page must be typed or legibly hand printed.*

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FILED

NO. 2003-261

03 DEC 23 A9:17

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

BARBARA REED  
CLERK  
*[Signature]*  
DEPUTY

EDWARD L. BASHAM

5777 FULTON COURT, CARSON CITY, NEVADA 89706

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.

**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 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, to complete and to provide the following written request to a qualified insurer:

Edward L. Basham has entered into a contract with Douglas County to perform work from 11/18/03 to 11/18/04 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 he 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 as follows: Scope of work is attached.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (4) at a cost not to exceed a total cost of \$ 11,675.00. Contractor agrees to submit billings to the County, which will be paid within a reasonable time.

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

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

**8. 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.

**9. ASSIGNMENT.** Contractor shall neither assign, transfer nor 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 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.

**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 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, unless the County has requested remittance and delivery by Contractor of the items. 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.

**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, 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.

**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 this contract by Contractor or Contractor's agents or employees.

**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.

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

Kelly O. Kite 12/4/2003  
Douglas County (Date)

Edward J. Basham 12/17/03  
Contractor (Date)

Approved as to form by:

N/A  
Deputy District Attorney

5777 FULTON COURT  
CARSON CITY, NEVADA 89706  
(775) 883-0241  
(775) 721-7162

October 13, 2003

Cathe Pool  
Douglas County Community Development  
1594 Esmeralda Avenue  
Minden Nevada, 89423

Dear Ms. Pool:

SUBJECT: COST ESTIMATE, DOUGLAS COUNTY LANDFILL SAMPLING  
PROGRAM

Enclosed please find the cost estimate for quarterly ground water sampling at the Minden Landfill and annual sampling of three residential wells that you requested. Costs for required rental equipment and analytical work will be charged at a cost + 15% basis and may be slightly more or less than the quoted estimate. This is particularly true of the 3 phase generator as the rental period is typically per 8-hour shift.

The estimate assumes that the County will provide a dedicated well sounder for ground water depth measurements, field pH, conductivity, and temperature meter(s) for use during well purging, and any equipment peculiar to individual well electrical needs (pump controllers, pigtails, etc.) and flow diverters facilitating sample collection. I will provide the County with a table summarizing the above field measurements. All data analysis and reporting will be the responsibility of the County.

In addition to the costs outlined in the attached quote, it is probable that a one-time expense associated with retaining the services of a professional electrician may be necessary in order to ensure the safe connection of the 3 phase power source (i.e. generator) to those pumps/pump controllers requiring such. An additional rental period for the generator would likely be required. All such one time setup costs would be charged at cost + %15.

Please feel free to contact me at 883-0241 if you have any questions or concerns associated with the quote or the project in general.

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Sincerely,

Edward L. Basham

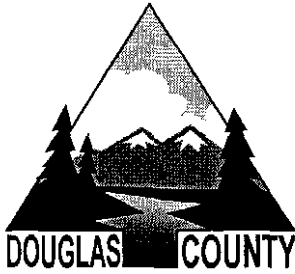
Enclosure (1)

<b>Minden Landfill Ground Water Monitoring Project</b>	
<b>Cost Estimate</b>	
<b>Project Item</b>	<b>Cost/Period<sup>1</sup></b>
Equipment Rental: 25 KVA 3-phase generator, tow-behind:	\$400.00/event
Equipment Rental : 5-6 KW portable generator:	\$100/day 1-day/event
Vehicle and miscellaneous equipment:	\$75.00/day 1-day/event
Sample delivery to laboratory:	\$50.00/event
Labor – flat rate	\$1000.00/event
<b>Contractor Subtotal (4 sampling events/year):</b>	<b>\$6500.00/year</b>
<b>Laboratory Analytical (NEL)</b>	
Quarterly analysis of samples (EPA 8010 list of analytes):	\$989.00/event
Annual analysis of samples (TDS, COD, Alkalinity, chloride, sulfate, As, Ba, Si):	\$1219.00/annual event
<b>Laboratory Analytical Subtotal:</b>	<b>\$5175.00/year</b>
<b>Project Total:</b>	<b>\$11,675.00/year</b>

1. Includes %15 markup where applicable.

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## COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

Bob Nunes  
DIRECTOR

775-782-9005  
775-782-9010  
FAX: 775-782-9007

Planning Division  
Engineering Division  
Building Division  
Regional Transportation  
Water/Sewer Utility  
Road Maintenance  
Code Enforcement

**Date:** November 18, 2003  
**To:** Ed Basham, Sierra Environmental Systems  
**From:** Cathe Pool, P.E.   
**RE:** Douglas County Landfill Sampling Program

- Action required  
 For Your Information

Douglas County has been asked to take over the sampling at the landfill and we are looking for quotes. There is a quarterly sampling and an annual sampling for the following parameters

Quarterly

8010- parameters attached.

Annual

8010

TDS

COD

Alkalinity

Chloride

Sulfate

Dissolved metals As, Ba, Silica, filter and preserve upon receipt

Volatiles by 8010

Quarterly there are 7 wells and one trip blank. (VOC's only)

Annually there are 10 wells and one trip blank (VOC's only)

Douglas County Landfill, Minden NV

Well	Well Casing Diameter	Well Depth	Historical Water Depth to	Pump Type	HP	Voltage	Phase	Generator	Pad Elevation	Measuring Point Elevation
MW-1*	2"	312'	258	Flint-Walling	2.00	220.00	3.00	4000 watts	5090.00	5093.30
MW-2	2"	360'	218	Flint-Walling	2.00	220.00	3.00	4000 watts	5110.00	5112.59
MW-3	5"	320'	245	Hayes	0.50	115.00	1.00	4000 watts	5112.65	5115.65
MW-4	5"	312'	266	Hayes	0.50	115.00	1.00	4000 watts	5112.65	5115.65
MW-5	5"	360'	269	Hayes	0.50	115.00	1.00	4000 watts	5093.94	5096.94
MW-6*	5"	320'	250	Hayes	0.50	115.00	1.00	4000 watts	5035.97	5038.97
E-1	5"	320'	195	Hayes	0.50	230.00 ?	4000	watts	5035.97	5038.97

\*Wells historically have had VOC's, ensure no cross contamination, sample last, clean sounders between wells.

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**GENERAL AFFIDAVIT  
BEFORE NOTARY**

STATE OF NEVADA

COUNTY OF CARSON CITY

Before the undersigned, an officer duly commissioned by the laws of the State of Nevada, on this 9<sup>th</sup> day of December, 2003, personally appeared the Declarant Edward L. Basham who having been first duly sworn or having duly affirmed to tell the truth depose and says:

I, Edward L. Basham, am a sole proprietor and in accordance with the provisions of NRS 616B.659 have elected to not be included within the terms, conditions, and provisions of chapters 616A to 616D, inclusive, of NRS and am otherwise in compliance with those terms, conditions, and provisions.

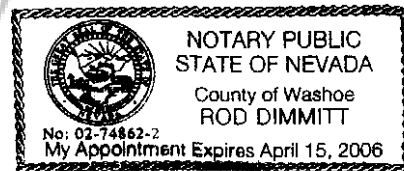
That Declarant is competent under the law to give this affidavit and unless stated has personal knowledge of the facts stated herein.

Edward L. Basham  
Signature of Declarant

12/9/03  
DATE

Sworn and subscribed before me this 9<sup>th</sup> day of December 2003 (year and month).

My commission expires: 4-15-06



Rod Dimmitt  
Notary Public

[SEAL]

**SEAL**

**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: December 23 2003  
B. Kapp Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By Carol M. Mullock Deputy

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