

DOC # 0731380
10/14/2008 09:07 AM Deputy: GB

OFFICIAL RECORD

Requested By:
DC/PUBLIC WORKS

Assessor's Parcel Number: N/A

Date: OCTOBER 10, 2008

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 10 Fee: 0.00
BK-1008 PG- 1904 RPTT: 0.00



Name: CARL R, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2008.224
(Title of Document)

FILED

NO. 2008.224


CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2008 OCT 16 AM 9:38

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

TED THIRAN
CLERK



LUMOS AND ASSOCIATES

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 personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that she is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

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

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners or Purchasing and Contracts Administrator, whichever is required.

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 Nev.Rev.Stat. (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; and
- (6) Unemployment compensation coverage provided by the County if the requirements of Nev.Rev.Stat. (NRS) 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with Paragraph (¶) B below, 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 Nev.Rev.Stat. (NRS) § 616B.627. 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 an authorized insurer provide to Douglas County; 1) a certificate of coverage issued pursuant to Nev.Rev.Stat. (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
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 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.

B. 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 Nev.Rev.Stat (NRS) 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of Nev.Rev.Stat. (NRS); and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the personal services to be performed are as follows: See attached scope of work.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in Paragraph (¶) 4 with the total cost not to exceed \$ 25,000.00. In addition the County agrees to reimburse Contractor for travel expenses and per diem allowances at approved County rates not to exceed a total cost of \$ 2,500.00. 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:

6. TERMINATION OF CONTRACT. Either party may revoke this contract without cause after the first year, provided that a revocation shall not be effective until 30 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 Nev.Rev.Stat. (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 monies.

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. 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 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. 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.

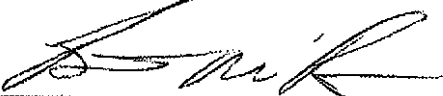
13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to Paragraph (¶) 16), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. (NRS) ch. 239 and shall be available

for inspection and copying by any person, as defined in Nev.Rev.Stat. (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 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. 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.

15. 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.

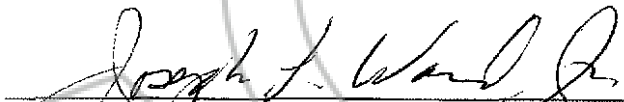


Signature (Date) 9/22/08



Douglas County (Date) 10/2/08

Approved as to form by:



Deputy District Attorney



September 15, 2008

Cathe Poole, Senior Civil Engineer
Public Works
P.O. Box 218
Minden, NV 89423

Re: Proposal for Disposal-Site Database maintenance

Dear Cathe Poole,

Thank you very much for the opportunity to present this proposal for consulting services for the above referenced project. As you mentioned in our prior phone conversations, the project would consist of two phases: returning the database to a functioning state and entering the last four years of monitoring data.

SCOPE OF SERVICES:

Task 1: Database Maintenance

We propose to resuscitate the existing Paradox™ disposal-site database. We anticipate this will include: (a) acquiring the current non-functional database and associated hardware including all backups of the database; (b) applying patches to the Windows Vista™ and to the Paradox™ database as necessary to enable interoperability; (c) reconstruct database from backups if underlying file structures are corrupted; (d) backing up the resulting functional system; and (e) providing detailed instructions for use of the Paradox™ disposal-site database on other computers.

It is our understanding that the Paradox™ disposal-site database quit working when the office upgraded to Windows Vista™. Workarounds exist which allow the use of Paradox™ databases under Windows Vista™. However, even after patching the database the database operator must perform additional steps when shutting down the database with Paradox versions 10 and 11. We will train county employees on the necessary steps or write a software solution to automate this (not to exceed 2 hrs).

The scope of work necessary to resuscitate the disposal-site database is unclear. If we assume the database is not corrupted and we only need to apply patches to the operating system and database, then we may be able to produce a functional database in as little as two days. However, if the database is corrupted and we are forced to reconstruct it from backups this task could take significantly longer.



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All database maintenance work will be performed by Tim Perry, a senior engineering technician, or by Tony Mitts, Director of Information Technology. Tim Perry has a Bachelors degree in Computer Science from Cal Poly San Luis Obispo and has 8 years of experience working with databases. Tony Mitts directs all data projects for Lumos and Associates Inc. and has five years experience configuring and maintaining Paradox™ database applications.

Task 2: Monitoring Data Entry

This task covers entry of monitoring data. We propose conducting data entry at the South Lake Tahoe office of Lumos and Associates Inc. This will enable us to utilize lower-cost Engineering Technician/Cad Operator or Support Technician support staff depending on the complexity of the data entry project. It would also be possible for us to provide data entry services on-site. However, this would require us to send a higher-cost Engineering Technician II.

FEES:

Both tasks will be overseen by Brian McRae PE, South Lake Tahoe Location Principal. Oversight will include review of documentation and creation of data quality assurance guidelines. Oversight activities will be limited to less than four hours.

The database maintenance activities outlined in Task 1 will be conducted on a time and materials basis not to exceed \$10,000. Data entry activities will be conducted on a time and materials. The total project cost will not exceed \$25,000.

Again we thank you for the opportunity to submit this proposal. If you have any questions, please don't hesitate to call. We can begin work the day following reception of notice to proceed.

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are "Due upon Receipt" and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1½ % per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Work outside the established SCOPE OF SERVICES can be performed on a time and materials basis in accordance with the attached fee schedule. The attached Standard Conditions of Agreement are a part of this proposal. This proposal is valid for 90 working days from this date.



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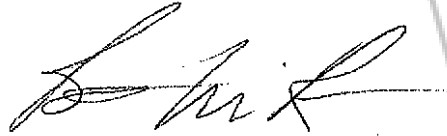
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We are prepared to begin work immediately upon receipt of this executed agreement. Please sign the attached contract, initialed Standard Provisions page and sign below to authorize this work.

Sincerely,



Tim Perry
Senior Engineering Tech
Lumos and Associates



Brian McRae PE
Location Principal
Lumos and Associates

Enclosures:

COOPER



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Engineering		Per Hour
President/CEO		\$200.00
Principal		175.00
Project Manager		150.00
Senior Engineer		125.00
Traffic Engineer		120.00
Project Engineer		115.00
Senior Project Designer		110.00
Project Designer		100.00
Senior Engineering Technician		90.00
Engineering Tech II		80.00
Engineering Technician/CAD Operator		70.00
Support Technician		50.00
Planning/Landscape Architecture/Environmental		Per Hour
Planning Manager		\$150.00
Senior Landscape Architect		150.00
Environmental Scientist		130.00
Senior Planner		115.00
Landscape Designer		90.00
Planner 2		90.00
Planner 1		75.00
Geotechnical/Testing/Inspection		Per Hour
Senior Hydrogeologist		\$135.00
Hydrogeologist		100.00
Geotechnical Engineer		135.00
Construction Services Manager		125.00
Construction Services Supervisor		100.00
Senior Inspector		95.00
Field Technician II & III		80.00
Field Technician I		75.00
Surveying		Per Hour
Survey Manager		\$120.00
Professional Land Surveyor		105.00
Senior Surveying Technician		100.00
Survey Technician I		85.00
GIS 2		95.00
GIS 1		80.00
2 Man Survey Crew		165.00
3 Man Survey Crew		215.00
GPS Equipment: 1 Man Survey Crew		115.00
2 Man Survey Crew		190.00
Prevailing Wage Rate Project		Price on Request
Administrative and Other Services		Per Hour
Administrator		\$ 60.00
Clerical		50.00
Mileage		.50-¢ per mile

Map filing, checking, consulting, and other fees paid by the office on behalf of the client shall be billed at cost plus fifteen percent (15%). Survey party rate includes cost of pickup and miscellaneous survey materials.

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from March 1, 2008 until further notice.

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COPY

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: Oct 10, 2008

[Signature] Clerk of the Dist Judicial District Court of the State of Nevada, In and for the County of Douglas.

By [Signature] Deputy



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