

DOC # 0734430
12/11/2008 11:18 AM Deputy: SG

OFFICIAL RECORD

Requested By:
DC/PUBLIC WORKS

Assessor's Parcel Number: N/A

Date: DECEMBER 10, 2008

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 0.00
BK-1208 PG- 2405 RPTT: 0.00



CONTRACT #2008.264
(Title of Document)

FILED

NO. 2008.264

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

2008 DEC 10 PM 2:33

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

EDWARD L. BASHAM
5777 FULTON COURT, CARSON CITY, NEVADA 89706

TED THRAN
CLERK

[Signature]
DEPUTY

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 he 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 and will expire on 2/1/2010.

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) 284.173, 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 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.

The parties agree that the Contractor, having previously provided 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 services to be performed are as follows: Quarterly sampling of the monitoring wells at the Douglas County Landfill, depth to water measurements, coordination with the laboratory to obtain sample containers and delivery of the samples to the laboratory. The County shall be responsible for providing clear access to the landfill facility wells and to any wells located outside the facility that are subject to this contract.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in Paragraph (¶) 4 at a cost not to exceed \$ 6,300.00. Contractor agrees to submit billings to the County after completion of work each quarter. Douglas County agrees to pay submitted invoices in a reasonable period of time.

6. TERMINATION OF CONTRACT. Either party may revoke this contract without cause 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.

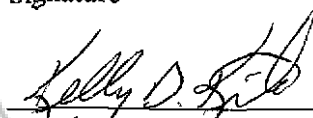
13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to Paragraph (¶) 12), unless designated as confidential by a specific statute of the State of Nevada, 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 _____ 12/1/08
(Date)


Douglas County _____ 12/4/08
(Date)

Approved as to form by:


Deputy District Attorney _____ 12/5/08

Minden Landfill Ground Water Monitoring Project

2009 Budget

Project Item	Cost/Period¹
6 KW portable generator:	\$100/day 1-day/event ²
Vehicle and Misc. Equipment:	\$100.00/event ²
Sample delivery to laboratory (local only):	\$50.00/event ²
Labor – flat rate	\$1250.00/event ²
Contingency (5% of total):	\$300.00
Project Not to Exceed Amount:	\$6,300.00/year

1. Includes 15% markup where applicable.
2. Four events per contract period.





COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

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 21, 2008
To: Ed Basham, Contractor
From: Cathe Pool, P.E.
RE: **Douglas County Landfill Sampling Program**

- Action required
 For Your Information

The following is the scope of work for the Douglas County landfill groundwater monitoring program. Bottles would be provided to you by Sierra Environmental lab and you will return the samples to the lab and the bill would be sent to Douglas County for payment. The program includes a quarterly sampling and an annual sampling for the following parameters

Quarterly

Onsite wells, MW-1, MW-2, MW-3, MW-4, MW-5 MW-6 and E-1.

8021B

Groundwater level and field conditions as per attached Field Data Sheet.

Annual

Onsite wells plus the Roberson, Geary and Johnson wells per attached map.

8021B

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)

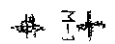
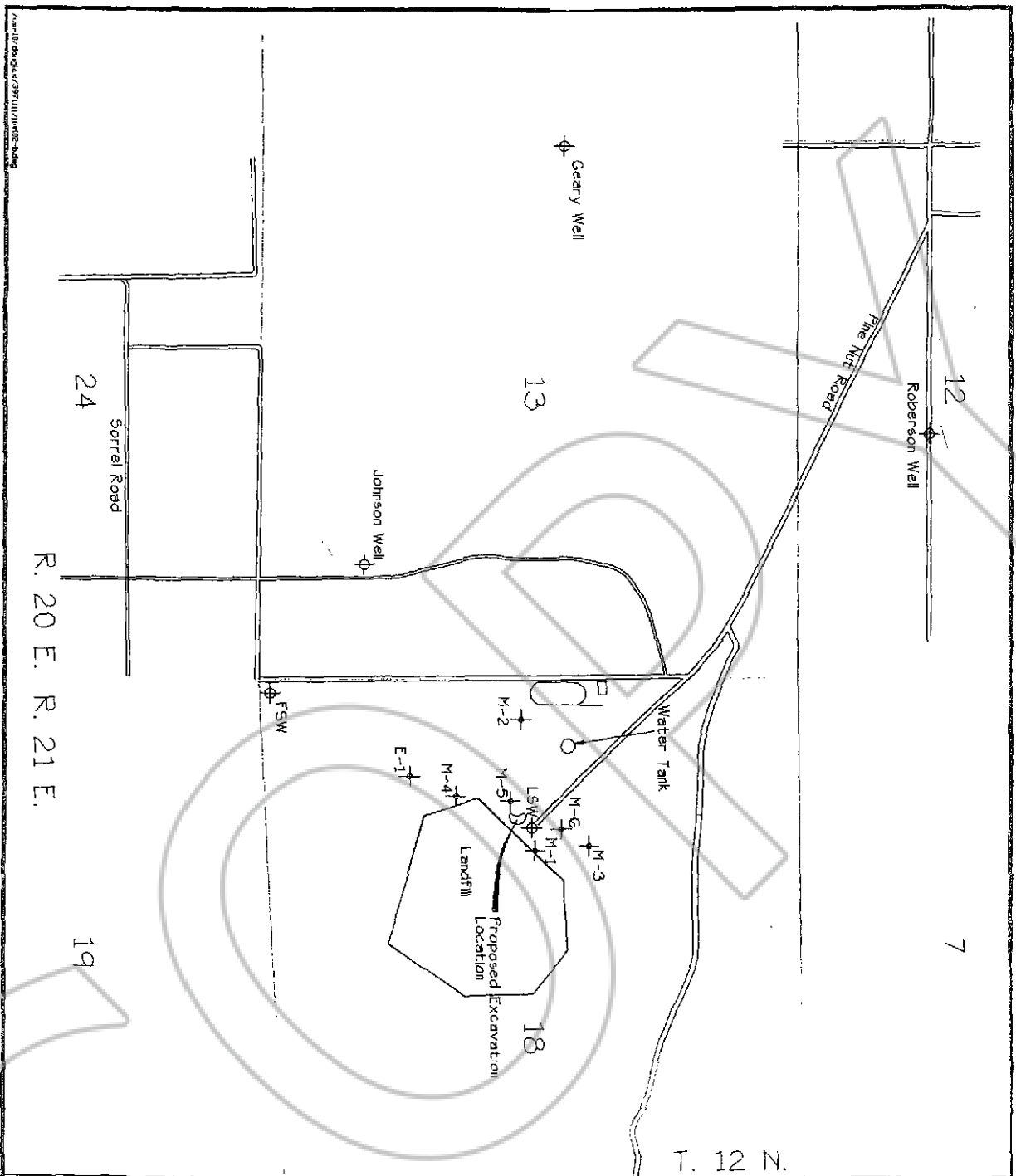
Annually there are 10 wells and one trip blank (VOC's only)

Minden Landfill Field Data Sheet

Well	Total Depth	Water Depth	Date	Time	pH	EC μ S	Temp. $^{\circ}$ C	Gallons Purged	Comments
MW-1	312	258.5	11/12/08	2:00	7.74	339	22.4	9	Start: 1:55
			8:7	2:05	7.75	335	22.5	18	Stop: 2:10
MW-2	360	280.2	209pm	2:10	7.77	335	22.9	27	Weather: Cloudy 65 $^{\circ}$
			11/12/08	9:30	9.08	330	23.0	22	Start: 9:25
			229gals	9:47	9.08	268	22.9	44	Stop: 10:00
			29pm	9:58	8.97	266	23.0	66	Weather: Clear 55 $^{\circ}$
MW-3	320	Historic 245	11/12/08	10:28	7.53	309	22.4	70	Start: 10:10
			70	10:45	6.88	306	22.4	140	Stop: 11:05
			49pm	11:05	7.02	302	20.5	210	Weather: Clear 60 $^{\circ}$
			11/12/08	11:31	8.62	261	21.8	47	Start: 11:15
MW-4	312	265.5	47	11:47	8.21	268	21.2	94	Stop: 12:05
			39pm	12:03	8.14	272	21.4	141	Weather: Cloudy 60 $^{\circ}$
			11/12/08	12:45	8.08	318	21.6	93	Start: 12:15
MW-5	360	268.5	93	1:15	7.96	316	21.2	186	Stop: 1:45
			39pm	1:45	7.97	315	21.3	279	Weather: Clear 60 $^{\circ}$
			11/12/08	2:50	8.35	279	21.8	71	Start: 2:30
			71	3:10	8.27	282	22.2	142	Stop: 3:30
MW-6	320	250.5	3:59pm	3:30	8.24	285	22.2	213	Weather: Clear 65 $^{\circ}$
			11/12/08	8:16	8.18	310	19.0	123	Start: 7:53
			123gals	8:43	7.86	2910	20.0	246	Stop: 9:05
E-1	320	199.4	59pm	9:05	8.43	295	20.7	369	Weather: Clear 50 $^{\circ}$

5-inch = 1.02 gallons/foot 2-inch = 0.163 gallons/foot





- ⊕ M-1
- ⊕ M-2
- ⊕ M-3
- ⊕ M-4
- ⊕ M-5
- ⊕ M-6
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- ⊕ M-100

Scale: 1" = 100'

Douglas County Landfill Gardinerville, Nevada Vicinity Map and Well Locations	
DATE: 02/23/95	REVISIONS:
DESIGNED BY:	APPROVED BY:
CHECKED BY:	DATE: 10/20/12
PROJECT NO.:	FIGURE 1

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: Dec 10, 2008

HARRIS Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Charles M. [Signature] Deputy