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FILED
NO. 92.001

'92 JAN 10 P12:29

AGREEMENT

BARBARA REED
CLERK

[Signature]

This agreement is made and entered into by and between the
Division of Environmental Protection of the Department of
Conservation and Natural Resources, hereinafter referred to as
AGENCY and DOUGLAS COUNTY, herein referred to as CONTRACTOR.

PREAMBLE

WHEREAS, Nevada Revised Statutes 207.180 authorizes the
AGENCY to contract with other public agencies having adequate
expertise for provision of services; and

WHEREAS, under the provisions of Chapter 445 of Nevada
Revised Statutes, the AGENCY is designated the water pollution
control agency of the State of Nevada; and

WHEREAS, under the provisions of Chapter 445 NRS, the
AGENCY is authorized to contract for studies, surveys, and
investigations in accomplishing the purposes of the Water
Pollution Control Program; and

WHEREAS, it is deemed that the services of the CONTRACTOR
herein specified are both necessary and desirable and in the
best interests of the State of Nevada; and

WHEREAS, CONTRACTOR has presented that they are qualified,
ready, willing, and able to render certain services in
connection with said program of the AGENCY:

NOW, THEREFORE, in consideration of the aforesaid premises,
the parties hereto mutually agree as follows:

1. This agreement shall be effective from October 1,
1991, to September 30, 1992, unless sooner revoked by either
party as set forth in paragraph (2).

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2 2. This agreement may be revoked without cause by either
3 party prior to the date set forth in paragraph (1) provided that
4 a revocation shall not be effective until ten days after a party
5 has served written notice of revocation upon the other party.
6 Upon revocation, any work done by the County or its
7 subcontractor pursuant to this agreement, will be entitled to a
8 contribution of the appropriate amount of funds with the
9 limitations noted in paragraph 6.

10 3. AGENCY hereby retains and engages CONTRACTOR for the
11 services hereinafter set forth.

12 4. CONTRACTOR or SUBCONTRACTOR agrees to perform the
13 services described in the attached work plan.

14 5. None of the work or services covered by this agreement
15 may be subcontracted without prior written approval of the
16 AGENCY. Approval to a proposed subcontractor shall not be
17 unreasonably withheld.

18 6. CONTRACTOR agrees to provide the services set forth in
19 the attached work plan but not exceed a total cost by the AGENCY
20 of ONE HUNDRED AND NINETY NINE THOUSAND DOLLARS (\$199,000.00).
21 These dollar amounts represent the contribution of the AGENCY of
22 not more than fifty (50) percent towards said services unless
23 increased in writing by the agency and do not represent the full
24 cost of performing said services. Such payments are contingent
25 upon the availability to the AGENCY of the necessary funds to be
26 provided by the U.S. Environmental Protection Agency and these
27 funds are contingent upon approval of the Interim Finance
28 Committee.

29 7. This agreement shall be construed and interpreted
30 according to the laws of the State of Nevada.
31
32

1 8. The books, records, documents and accounting
2 procedures and practices of the CONTRACTOR relevant to this
3 agreement shall be subject to inspection, examination and audit
4 by the AGENCY, the Attorney General of Nevada or the State
5 Legislative Auditor.

6 9. Any reports, studies, photographs, negatives or other
7 documents or drawings prepared by CONTRACTOR in the performance
8 of its obligations under this agreement shall be the exclusive
9 property of the AGENCY and all such materials shall be remitted
10 to the AGENCY by CONTRACTOR upon completion, termination, or
11 cancellation of this agreement. CONTRACTOR shall not use,
12 willingly allow, or cause to have such materials used for any
13 purpose other than the performance of CONTRACTOR'S obligations
14 under this agreement without the prior written consent of the
15 AGENCY.

16 10. Pursuant to EPA Order 1000.25, dated January 24, 1990,
17 the recipient agrees to use recycled paper for all reports which
18 are prepared as a part of this agreement and delivered to NDEP
19 and U.S. EPA. This requirement does not apply to Standard Forms.

20 11. If a recipient awards a contract under an assistance
21 agreement, the recipient agrees and is required to utilize the
22 following affirmative steps:

- 23 a. Placing Small Businesses in Rural Areas (SBRAs) on
24 solicitation lists;
- 25 b. Ensuring that SBRAs are solicited whenever they are
26 potential sources;
- 27 c. Dividing total requirements, when economically
28 feasible, into small tasks or quantities to permit
29 maximum participation by SBRAs;
- 30 d. Establishing delivery schedules, where the
31 requirements of work will permit, which would
32 encourage participation by SBRAs;

1 e. Using the services of the Small Business
2 Administration and the Minority Business Development
3 Agency of the U.S. Department of Commerce, as
4 appropriate; and

5 f. If a subcontract is awarded to a subcontractor, it is
6 also required to take the affirmative steps in
7 subparagraphs a. through e. listed above.

8 12. To the extent authorized by law, CONTRACTOR agrees to
9 indemnify and save and hold the AGENCY, its agents and employees
10 harmless from any and all claims, causes of action or liability
11 arising from the performance of this agreement by CONTRACTOR or
12 CONTRACTOR'S agents or employees.

13 13. To the extent authorized by law, AGENCY agrees to
14 indemnify and save and hold the CONTRACTOR, its agents and
15 employees harmless from any and all claims, causes of action or
16 liability arising from the performance related to this agreement
17 by AGENCY or AGENCY'S agents or employees.

18 14. This Agreement constitutes the entire agreement
19 between the parties and may only be modified by a written
20 amendment signed by the parties.

1
2 IN WITNESS WHEREOF, the parties hereto have caused this
3 agreement to be signed and intend to be legally bound thereby.
4

5 APPROVED AS TO FORM ONLY

6 this 12th day of December, 1991.

7 FRANKIE SUE DEL PAPPA
8 ATTORNEY GENERAL

9 By Brian Chally
10 Brian Chally
11 Deputy Attorney General

12 DOUGLAS COUNTY
13 BOARD OF COMMISSIONERS

DIVISION OF ENVIRONMENTAL
PROTECTION

14 Michael Fischer
15 Michael Fischer,
16 Chairman

17 L.H. Dodgion
18 L.H. Dodgion,
19 Administrator

ATTACHMENT A - WORKPLAN

The proposed project is a comprehensive erosion control project encompassing ten subdivisions within the Lake Tahoe portion of Douglas County near the basin ridgeline. Both Burke Creek and Edgewood Creek begin in this area.

COOPER

268755

BOOK 192 PAGE 1176

File: 100X-EOC.WK1

Project No.: 8935

Date: 8-23-91

By: CMT/PLH

ENGINEER'S OPINION OF PROBABLE COST

Kingsbury Village

Erosion Control Project

100% Plan Submittal

Item	Unit	Quantity	Est.Price	Total Est. Price
1 Mobilization	L.S.	0	\$72,085.36	\$72,085.36 (8%)
2 Filter Fence or Straw Bale Barrier	L.F.	634	\$8.00	\$5,072.00
3 Tree Protection Fencing	L.F.	20	\$12.00	\$240.00
4 Wood Post Barrier	Ea.	7	\$200.00	\$1,400.00
5 Roadway Delineator	Ea.	8	\$65.00	\$520.00
6 Remove Pavement	S.Y.	150	\$35.00	\$5,250.00
7 Exploration Trench	L.F.	30	\$60.00	\$1,800.00
8 Clearing & Grubbing	L.S.	1	\$30,000.00	\$30,000.00
9 Remove CMP	L.F.	37	\$25.00	\$925.00
10 Plug And Abandon CMP	Ea.	1	\$350.00	\$350.00
11 Adjust 8" Water Main	Ea.	1	\$3,000.00	\$3,000.00
12 Type 2 Curb	L.F.	11511	\$25.00	\$287,775.00
13 Type 5 Curb	L.F.	1235	\$25.00	\$30,875.00
14 Flared Curb Transition, 10' x 4'	Ea.	5	\$350.00	\$1,750.00
15 Flared Curb Transition, 20' x 5'	Ea.	1	\$600.00	\$600.00
16 6' Concrete Valley Gutter	L.F.	155	\$55.00	\$8,525.00
17 3 Ft. Timber Retaining Wall	L.F.	693	\$75.00	\$51,975.00
18 4 Ft. Timber Retaining Wall	L.F.	1005	\$90.00	\$90,450.00
19 Fire Hydrant Retaining Structure	Ea.	1	\$2,500.00	\$2,500.00
20 18" CMP	L.F.	496	\$46.00	\$22,816.00
21 18" Slotted CMP	L.F.	60	\$75.00	\$4,500.00
22 18" CMP W/Anchors	L.F.	275	\$75.00	\$20,625.00
23 24" CMP Riser	Ea.	1	\$1,000.00	\$1,000.00
24 18" CMP Flared End Section	Ea.	7	\$225.00	\$1,575.00
25 24" CMP Flared End Section	Ea.	4	\$320.00	\$1,280.00
26 18" RCP	L.F.	60	\$75.00	\$4,500.00
27 18" RCP Flared End Section	Ea.	1	\$600.00	\$600.00
28 Concrete Encasement	Ea.	1	\$550.00	\$550.00
29 3 Ft. x 3 Ft. Drop Inlet	Ea.	7	\$1,750.00	\$12,250.00
30 Curb Inlet	Ea.	1	\$3,500.00	\$3,500.00
31 Reinforced Concrete Pad	S.Y.	2.5	\$150.00	\$375.00
32 Concrete Sediment Basin	Ea.	1	\$5,000.00	\$5,000.00
33 Junction Box	Ea.	3	\$2,000.00	\$6,000.00
34 Manhole	Ea.	1	\$2,500.00	\$2,500.00
35 AC Berm	L.F.	26	\$20.00	\$520.00
36 Aggregate Driveway Pvt. R&R	S.Y.	102	\$25.00	\$2,550.00
37 Plantmix Bit. Driveway Pvt. R&R	S.Y.	481	\$36.00	\$17,316.00
38 Compacted Type 2 Base, 6"	S.Y.	38	\$16.00	\$608.00
39 Infiltration Trench, 24" x 24"	L.F.	25	\$10.00	\$250.00
40 Infiltration Trench, 11' x 4.5'	L.F.	20	\$150.00	\$3,000.00
41 Infiltration Well	Ea.	1	\$250.00	\$250.00
42 Infiltration/Sedimentation Basin	L.S.	1	\$8,000.00	\$8,000.00
43 Infiltration Basin	L.S.	1	\$7,000.00	\$7,000.00
44 Rock Rip Rap Spillway	L.S.	1	\$3,000.00	\$3,000.00
45 Rock Lined Ditch, D=1.2', Light	L.F.	20	\$40.00	\$800.00

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Item	Unit	Quantity	Est. Price	Total Est. Price
46 Rock Lined Ditch, D=1.5' Medium	L.F.	174	\$45.00	\$7,830.00
47 Rock Lined Ditch, D=3.0' Medium	L.F.	95	\$60.00	\$5,700.00
48 Rock Lined Ditch, D=2.5', B=3.0'	L.F.	358	\$80.00	\$28,640.00
49 Rock Ditch W/Shoulder, D=1.5'	L.F.	253	\$50.00	\$12,650.00
50 Rock Discharge Apron, 5' x 5'	Ea.	1	\$525.00	\$525.00
51 Rock Discharge Apron, 10' x 10'	Ea.	8	\$750.00	\$6,000.00
52 Rock Discharge Apron, 24' x 22'	Ea.	1	\$1,500.00	\$1,500.00
53 Rock Rip-Rap, Light	S.Y.	101	\$45.00	\$4,545.00
54 Rock Rip-Rap, Medium	S.Y.	79	\$50.00	\$3,950.00
55 Rock Slope Protection, Medium	S.Y.	34	\$100.00	\$3,400.00
56 Type B Revegetation	Ac.	1.91	\$5,500.00	\$10,505.00
57 Type C1 Revegetation	Ac.	0.05	\$35,000.00	\$1,750.00
58 Type D Revegetation	Ac.	0.4	\$70,000.00	\$28,000.00
59 Type E Revegetation	Ac.	1.18	\$75,000.00	\$88,500.00
60 Type F Revegetation	Ac.	0.31	\$100,000.00	\$31,000.00
61 Type G Revegetation	Ac.	0.12	\$100,000.00	\$12,000.00
62 Mulch	Ac.	0.08	\$15,000.00	\$1,200.00
Total of Unit Prices				\$973,152.36
Contingencies @ 10%				\$97,315.24
Total Est. Const. Cost				\$1,070,467.60

Engineer's Opinion of Probable Cost: \$900,000 - \$1,100,000

The Engineer's Opinion of Probable Cost provided herein was prepared by the Engineer through exercise of experience and judgement in applying presently available cost data. It is recognized that the Engineer has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Thus Engineer cannot warrant that the actual project construction costs will not vary from the Engineer's Opinion of Probable Cost

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.

SEAL

DATE: January 10, 1992
 By [Signature] Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

REQUESTED BY
DOUGLAS COUNTY / clerk
 IN OFFICIAL RECORDS OF
 DOUGLAS COUNTY, NEVADA

'92 JAN 13 A9:14

SUZANNE BEAUDREAU
 RECORDER

268755

\$ 0 PAID [Signature] DEPUTY
 BOOK 192 PAGE 1178