

K. SARRATEA
PUBLIC WORKS

FILED

93.055

'93 JUN 21 10:15

AGREEMENT BETWEEN
DOUGLAS COUNTY
AND
VASEY ENGINEERING CO., INC.

BARBARA FIELD
CLERK
BY *[Signature]* DEPUTY

This AGREEMENT made and entered into this 10th day of June, 1993, by and between Douglas County (hereinafter referred to as the OWNER), and Vasey Engineering Co., Inc. (hereinafter referred to as the CONSULTANT).

WITNESSETH:

WHEREAS, OWNER and CONSULTANT wish to enter into an agreement (hereinafter referred to as Agreement) for the furnishing of Professional Services in connection with the Carson Valley Comprehensive Water Plan for Douglas County, Nevada, based on the tasks as provided in the attached Scope of Services, Exhibit A; and

WHEREAS, CONSULTANT is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - PROFESSIONAL SERVICES

1.1 CONSULTANT shall provide professional services in all phases of the Project to which this Agreement applies. The services furnished by the CONSULTANT are defined by Exhibit A, Scope of Services, which sets forth the CONSULTANT'S Services, Budget, Time of Performance, and Payment.

SECTION 2 - PAYMENT TO CONSULTANT

2.1 As consideration for providing the services referred to in Section 1, the OWNER shall pay CONSULTANT in accordance with Exhibit A, Scope of Services.

2.2 The CONSULTANT is not responsible for damage or delay in performance caused by events beyond the control of CONSULTANT. In the event CONSULTANT'S services are suspended, delayed, or interrupted for the convenience of the OWNER or delays occur beyond the control of CONSULTANT, an equitable adjustment in CONSULTANT'S time of performance and cost of CONSULTANT'S personnel and subcontractors, and CONSULTANT'S compensation shall be made.

310328
BK0693PG4390

- 2.3 The CONSULTANT shall bill the OWNER monthly indicating the services performed and the cost of such services, in accordance with the Schedule of Fees, Exhibit B.

OWNER agrees to pay invoices within 30 days of their date. Payments not received by CONSULTANT within 30 days shall be considered delinquent and subject to a finance charge of 1 1/2 percent per month for each month unpaid after the date of invoice. CONSULTANT may suspend services should an invoice remain delinquent for 60 days from date of invoice.

- 2.4 All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by mail shall be addressed to the designated responsible person or office:

TO OWNER:
Karen Sarratea
Douglas County Public Works
P.O. Box 218
Minden, NV 89423

TO CONSULTANT:
B.J. Vasey
Vasey Engineering Co., Inc.
P.O. Box 247
Minden, NV 89423

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, invoices and payments shall be deemed given at the time of actual delivery.

Changes may be made in the names and addresses of the responsible person or office to whom notices, invoices, and payments are to be sent, provided reasonable notice is given.

SECTION 3 - MISCELLANEOUS

- 3.1 The OWNER shall furnish the CONSULTANT available studies, reports, and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT'S services under this AGREEMENT.

310328

BK0693PG4391

- 3.2 The OWNER shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.
- 3.3 Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by OWNER or others for this Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT; and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- 3.4 The CONSULTANT maintains, at its own expense, Worker's Compensation and Employers Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to OWNER.

SECTION 4 - LEGAL RELATIONS

- 4.1 The CONSULTANT shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- 4.2 The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or omissions on the site. Any cost estimates provided by CONSULTANT will be made on the basis of his experience and judgment. CONSULTANT cannot and does not guarantee that proposals, bids, or actual Project construction costs will not vary from cost estimates prepared by him.
- 4.3 If the project involves construction of any kind, the parties agree that OWNER and CONSULTANT shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense include attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of OWNER or CONSULTANT. Both OWNER and CONSULTANT shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.
- 4.4 CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

310328

BK 0693PG4392

SECTION 5 - TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; providing that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 5.2 If this Agreement is terminated in whole or in part by the OWNER for reasons of default by the CONSULTANT a negotiated adjustment in the price provided for in this Agreement shall be made, however, no amount shall be allowed for anticipated profit or unperformed services. If termination for default is effected by the CONSULTANT, the negotiated adjustment shall include a reasonable profit. The equitable adjustment for any termination shall provide payment to the CONSULTANT for services rendered and expenses incurred by the CONSULTANT relating to obligations and commitments as a result of entering into this Agreement.

SECTION 6 - ENTIRE AGREEMENT

- 6.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the OWNER and CONSULTANT.

SECTION 7 - GOVERNING LAW

- 7.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

310328

BK0693PG4393

SECTION 8 - ATTORNEY'S FEES

8.1 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

Douglas County

Vasey Engineering Co., Inc.

By 

By 

Date 6-10-93

Date 6-1-93

COPY

310328

BK0693PG4394

**Exhibit A
Carson Valley
Comprehensive Water Plan
Scope of Services**

I. Document Status of Facilities in Carson Valley

A. Facilities to Review:

1. Douglas County

- a. Mountain View**
- b. Douglas County Airport**
- c. Fairgrounds**
- d. Genoa Lakes - Genoa**
- e. Ridgeview**

2. Public Systems

- a. Town of Minden**
- b. Gardnerville Town Water Company**
- c. Gardnerville Ranchos General Improvement District**
- d. Indian Hills General Improvement District**
- e. Sierra View Estates General Improvement District**

3. Private Systems

- a. Bently Science Park**
- b. Sheridan**
- c. Eastridge Subdivision (future - dedication to County)**
- d. Pinenut Village (future)**
- e. Aervoe-Pacific**
- f. Buckeye Creek (future)**
- g. Walleys**
- h. Saratoga Estates (future)**
- i. Sierra Country Estates (future - dedication to County)**

B. Information to Compile:

- 1. Present supply/distribution system description (summarize)**
- 2. Present water rights; actual production**
- 3. Plans for expansion; costs of improvements**

II. Review and Development of Planning Assumptions

- A. Population projections and future land uses for each service area will be based on the information developed for the Carson Valley Wastewater Master Plan.**
- B. Develop water demands for each service area - Twenty-year and Forty-year (ultimate) Planning Period**
 - 1. Commercial/Industrial Flows: Average day, peak day, peak hour**
 - 2. Residential population flows: Average day, peak day, peak hour**
 - 3. Irrigation Demands**
- C. Identify potential water supply alternatives which will be limited to new production wells in Carson Valley including the locations of well fields. Acquisition of existing water rights will also be examined. The development of surface supplies is being evaluated by the Carson River Subconservancy District, which results will be reviewed and summarized as appropriate. Evaluation of surface supplies and therefore, treatment, is beyond the scope of this work.**
- D. Identify Potential Water Storage Site/Options**
 - 1. Utilize existing facilities**
 - 2. Expand existing facilities**
 - 3. New facilities/sites**

III. Development and Analysis of Supply-Storage-Distribution Regional Alternatives

- A. The following regional alternatives will be developed by combining individual service areas:**
- 1. Northeast Valley service area comprised of Eastridge, Mountain View, Airport, Saratoga Estates Systems**
 - 2. Northwest Valley service area comprised of Ridgeview, Sierra View Estates, Indian Hills GID Systems**
 - 3. Southeast Valley service area comprised of Buckeye Creek, Bently Science Park, Pinenut Village, Wildflower, Aervoe-Pacific, County Fairgrounds, and Ruhenstroth**
 - 4. Minden-Gardnerville-Ranchos service area consisting of Town of Minden, Gardnerville Town Water Company, and Gardnerville Ranchos GID**
 - 5. Foothill service area comprised of Little Mondeaux, Genoa Lakes, Genoa, Walleys, Sheridan**
 - 6. Southeast Valley (3) and Minden-Gardnerville-Ranchos (4)**
 - 7. West Valley comprised of Northwest Valley (2) and Foothill service areas**
 - 8. Minden-Gardnerville-Ranchos (4) and Southeast Valley (3) and Northeast Valley**
 - 9. All service areas combined**
- B. Develop water supply storage and distribution requirements for each alternative. Distribution system analysis will be limited to main conveyance facilities between service areas and firm storage/pumping facilities to service areas.**
- C. Prepare Cost Estimates for each supply, storage, and distribution alternative**
- 1. Capital cost of improvements**
 - 2. Operations/Maintenance**

D. Economic Analysis

- 1. Present value analysis of alternatives**
- 2. Discussion of most cost-effective alternative(s)**

E Recommendation of Preferred Alternative

- 1. Economic review relative to other alternatives**
- 2. Discussion of non-economic factors**
 - a. Institutional constraints**
 - b. Permitting issues**
 - c. Water quality considerations**
 - d. Legal/Political Issues and Constraints**
- 3. Recommended alternatives**

IV. Implementation of Preferred Alternative

A. Staging of Facilities

- 1. Interim use of existing facilities**
- 2. Development of capital improvements for the 20-year period**

B. Evaluate Project Financing Options

- 1. Identify available financial assistance programs**
- 2. Discuss assessment district alternatives**
- 3. Discuss Developer constructed/financed improvements**
- 4. Analyze surcharges on existing facilities charges**
- 5. Develop connection fees/monthly rates for users for the viable financing methods developed above**

C. Develop Well Head Protection Program Recommendations

V. Documentation

- A. Technical Memorandum for each Task**
- B. Draft Report Documenting the Project Incorporating Comments of the Technical Memoranda**
- C. Final Report Incorporating Comments on the Draft Report**

VI. Meetings

- A. County Commissioners (Each Memo & Draft Report)**
- B. Initial Meetings with Districts**
- C. Affected Districts Identified as Part of the Recommended Plan**
- D. Division of Health to Review Comments as Draft Plan**

Estimated Costs

Labor and expense costs for the Scope of Work are estimated to be \$73,000.

Project Schedule

The following schedule for completion of tasks and the draft report is proposed:

Task I - One month after authorization to proceed

Task II - Two months after authorization to proceed

Task III - Four months after authorization to proceed

Task IV - Five months after authorization to proceed

Task V (Draft) - Six months after authorization to proceed
(Final) - One month after receiving comments on
the draft comprehensive water plan

SCHEDULE OF FEES

PROFESSIONAL SERVICES	Principal Engineers & Planners	\$95.00-\$110.00/hour
	Senior Engineers & Scientists	\$65.00-\$85.00/hour
	Staff Engineers & Scientists	\$50.00-\$60.00/hour
	Professional Land Surveyors	\$50.00-\$60.00/hour

TECHNICAL SERVICES	Senior Technicians	\$50.00/hour
	Technicians	\$40.00/hour
	Computer Aided Drafting	\$60.00/hour
	Drafting	\$45.00/hour
	Clerical	\$30.00/hour

EQUIPMENT	Automobile	\$.40/mile
------------------	------------	-------------

OUTSIDE SERVICES	Subcontractors	Cost + 10%
	Rental of equipment not ordinarily furnished by Vasey Engineering and all other costs such as special printing, photographic work, travel by common carrier, subsistence, etc.	Cost + 10%

COMMUNICATIONS	Costs for long-distance telephone, telex, and telecopier	Project labor x 1½
-----------------------	--	--------------------

REPRODUCTIONS IN-HOUSE	Copying	\$.25/page
	Blueprint Reproductions	\$1.50-3.50/page
	Mylar Reproductions	\$5.00/page

EXPERT WITNESS Double the hourly rate for depositions and testimony with a 4-hour minimum.

Effective January 1, 1993

310328
BK0693PG4401

COPY

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

93 JUN 21 12:50

310328 856013
SUZANNE BEAUDREAU
ASSOCIATE RECORDER
PAID 27 DEPUTY

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: June 21 1993
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol M. Mullock Deputy