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OFFICIAL RECORD

Requested By:
D C/COMMUNITY DEVELOPMENT

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 11 Fee: 0.00
BK-0505 PG-04285 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: MAY 10, 2005

Recording Requested By:

Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2005.087

(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.

FILED
2005.087

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN DOUGLAS COUNTY

2005 MAY 10 AM 9:48

AND

HDR ENGINEERING INC.
2365 Iron Point Road, Suite 300
Folsom, CA 95630

BARBARA REED
CLERK
[Signature]

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 it 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:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) 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 twelve month period this contract is in effect, contractor agrees, prior to the expiration of the twelve 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: (list services or attach scope of services)

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 \$ 24,500.00. 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 to the extent arising from the negligent 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 D. Kib 5/5/05
Douglas County (Date)

[Signature] 4/27/05
Contractor (Date)

Approved as to form by:

Robert J. Manis
Deputy District Attorney

April 26, 2005

Ms. Cathy Pool
Douglas County Community Development Department
1594 Esmeralda Avenue
Minden, NV 89423

RE: HDR's Proposal to Develop Local Limits for the County's Industrial Pretreatment Program

Dear Ms. Pool:

It is our understanding that the Douglas County Community Development Department (County) is seeking the services of a qualified consultant to assist with the development of local industrial limits for specific constituents. Our related project experience and references, project team, scope of work, and budget for assisting the County with developing industrial limits are provided below.

RELATED PROJECT EXPERIENCE AND REFERENCES

HDR is well qualified to assist wastewater agencies with the development of industrial pretreatment programs. As described in our statement of qualifications (see Attachment 1), we have assisted the cities of Atwater, Oxnard, Banning, and American Canyon, as well as the Encina Wastewater Authority, Inland Empire Utilities Agency, and Ventura County Sanitation Districts with the development of their pretreatment programs and local limits. We are also currently working with the City of Stockton to develop pollution prevention plans for several specific constituents, and Eastern Municipal Water District to implement the local limits sampling plan for development for their local limits.

We encourage you to contact the references listed in Attachment 1 to verify HDR's capabilities and experience on similar projects.

County Experience

In addition to our broad industrial pretreatment program experience, HDR has extensive experience providing engineering services for the County, which includes the North Valley



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Wastewater Treatment Plant expansion project as well as the current effluent alternatives study.

We know your facilities and systems, and how to work effectively with your staff. The benefits to the County are enhanced communication and the elimination of the learning curve.

PROJECT TEAM

Our proposed project team includes staff specializing in the development of industrial pretreatment programs, as well as engineers with extensive experience working with the County and its wastewater facilities. The qualifications and experience of key project team members proposed for your project are provided below:

Kevin Kennedy, P.E. - Project Manager

Kevin is the Management and Planning Section Manager in HDR's Folsom office, and has more than 13 years of wastewater engineering experience. He provided process engineering services for the North Valley Wastewater Treatment Plant expansion project, and is currently managing a project with the City of Stockton that involves development of pollution prevention plans for a number of specific constituents.

As project manager for your project, Kevin will supervise planning and performance of all work. In this role, he will also be your main point of contact, and assist in all areas of your project.

Richard von Langen, P.E. - Technical Advisor and Quality Assurance/Quality Control (QA/QC)

Rich is HDR's Industrial Waste Section Manager, and has more than 30 years of experience, which includes developing and implementing municipal pretreatment programs; industrial pretreatment systems; and developing waste minimization and pollution prevention plans and design of those facilities. He previously served as the Source Control Manager for the Orange County Sanitation District, and developed their local limits. His recent experience includes oversight and direct involvement in development of pretreatment programs and technically based local limits for six agencies. Work also included development of enforcement response plans, industry inspection procedures, development of legal authorities, and permitting of industrial users. He is currently the project manager for sampling needed to develop local limits for the Eastern Municipal Water District.



April Gu, Ph.D., - Project Engineer

Dr. Gu has more than two years of wastewater engineering experience, and is currently assisting the City of Stockton with development of pollution prevention plans for a number of specific constituents.

SCOPE OF WORK

Our proposed scope of work was developed based on telephone conversations with your staff and our experience on development of local limits for similar pretreatment programs. Tasks 1 through 4 will be performed for the following County-identified pollutants of concern (POC) and will serve as the basis for the developing maximum allowable industrial headworks loadings (MAIHL) and local limits which may be narrative, calculated, or based on previous studies and professional judgment:

- Arsenic
- Barium
- Boron
- Cadmium
- Total Chromium
- Copper
- Cyanide
- Formaldehyde
- Iron
- Lead
- Manganese
- Mercury
- Nickel
- Selenium
- Silver
- Sulfides
- Zinc
- Oil and Grease
- Temperature
- Phenolic compounds
- Chemical Oxygen Demand (COD)
- Five-day Biochemical Oxygen Demand (BOD₅)
- Total Suspended Solids (TSS)
- Non-biodegradable oil, petroleum oil, or refined petroleum productions
- Total dissolved solids (TDS)

Task 1 - Kick-off Meeting

HDR will attend a kick-off meeting with County staff at HDR's Folsom, California office to discuss project goals and objectives, introduce the project team, receive background information, and define the overall project tasks and deliverables. HDR will provide the County with a list of the required information two weeks prior to the kick-off meeting.



Deliverables: Meeting agenda and meeting minutes.

Task 2 - Data Review

HDR will review the following background information collected by the County and provided to HDR during the kick-off meeting, which may include:

- The past five years of quarterly self-monitoring data for the North Valley Wastewater Treatment Plant in electronic (Microsoft Excel) format.
- Sludge data over the last five years in electronic (Microsoft Excel) format.
- Domestic, commercial (if any), and industrial wastewater characteristics data collected over the last five years in electronic (Microsoft Excel) format.
- The past five years of water supply monitoring data for the potential pollutants of concern (POCs) in electronic (Microsoft Excel) format.
- Copy of the current NPDES permit.
- U.S. Environmental Protection Agency (USEPA) and Nevada Department of Environmental Protection data collected for the treatment plant or industrial users in or contributory to the service area in electronic (Microsoft Excel) format.
- Existing local limits (if any) and the documentation used to develop them.
- Current sewer use ordinance for industrial waste discharges.
- Current collection system sampling plan.
- Current master plans or other documents that project domestic and non-domestic wastewater flows and characteristics to the wastewater treatment plants.

POCs are those identified on page 3 of our proposal and include the pollutants that have the potential to pass through the plant, causing an effluent violation, causing interference with plant processes, or inhibiting sludge disposal or potential reuse in the future. MAIHL and local limits will be based on discharge to the Incline Village General Improvement District wetlands, groundwater via direct land application, or surface water discharge to the Carson River. HDR will determine whether there is sufficient POC data from available sampling data and analyses, reports, or other published information to determine the POC MAIHL and local limit. If insufficient data exists, HDR will prepare a sampling plan for County implementation.



Based on review and analyses of the above data and the POC analysis results, HDR will prepare a Technical Memorandum (TM) summarizing:

- Data deficiencies.
- Sampling plan (if data is insufficient) describing the number and type of sampling locations, sample type, preservation, and recommended POC detection limits.
- Potential impacts to project budget and schedule.
- Description of the methodology being used to develop the MAIHL and local limit

The draft TM will be submitted to the County for review and comment. HDR will prepare the final TM after addressing and incorporating County comments. Our proposal assumes that data from additional samples collected and analyzed by the County will be made available to HDR in electronic format using an HDR-provided spreadsheet.

Deliverables: Five copies of the draft and final TMs.

Task 3 - Local Limits Development

HDR will utilize an in-house spreadsheet to compile and analyze the information and calculate the maximum allowable headworks loads. The headworks loading model will be the key to developing accurate local limits. Analysis will include:

- Determining applicable environmental criteria from which MAIHL and local limits will be derived including:
 - Water quality standards.
 - NPDES permit requirements.
 - Residual disposal requirements.
 - Local water basin pollutant limits.
 - Interference with treatment processes
- Performing a mass balance within the collection system and around the treatment plant
- Calculating allowable headworks loadings and concentrations from environmental criteria and POC removal by the treatment plant.
- Selecting the lowest (most restrictive) allowable headworks loadings and concentrations.



- Determining allowable industrial concentrations from critical headworks loads by accounting for contributions from commercial/domestic sources and the application of a safety factor for data variability and a growth factor for industrial expansion.
- Selecting appropriate limits based on treatment plant removal and environmental protection. We have assumed that we will develop uniform concentration limits based on industrial contributory flow for those pollutants currently being discharged by industrial users. MAIHLs will be developed for POCs that the existing industrial users are not discharging.

HDR will prepare a draft Local Limits Report for review and comment by County staff that will include:

- Executive summary.
- Project overview.
- General information and standards.
- Flow and sampling data.
- Local limits calculations.
- Recommendations.
- Appendices.

After meeting with County staff to go over comments on the draft report, HDR will finalize the report.

Deliverables: Five copies of the Local Limits Report for review and comment by County staff, review meeting minutes, and five copies of the final Local Limits Report.

Task 4 - Project Management and Coordination

This task includes the management activities required to ensure the project is completed on time and within budget. HDR will prepare invoices and progress reports on a monthly basis. The monthly progress reports will summarize budget and schedule status in measurable terms. Other activities include coordination with County staff, scheduling of staff, and coordinating the quality assurance effort.

Deliverables: Monthly progress reports and invoices.



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COMPENSATION

We propose to perform the scope of work described above on a time and material basis, for a total not-to-exceed fee of \$24,500 (see Table 1). To indicate your acceptance of our proposal, and as written authorization to proceed, please issue a purchase order or contract.

Please contact Kevin Kennedy at (916) 817-4886 if you have any questions or require additional information regarding our proposal. Thank you for this opportunity to continue providing engineering services for the County. We look forward to working with you on this project.

Sincerely,

Mark J. Hammer, Jr., P.E.
Vice President

Kevin A. Kennedy, P.E.
Project Manager

KAK:pk/05050

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: May 10, 2005

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

By Carol Mullock Deputy

