

DOC # 0731381
10/14/2008 09:12 AM Deputy: GB

OFFICIAL RECORD
Requested By:
DC/PUBLIC WORKS

Assessor's Parcel Number: N/A

Date: OCTOBER 10, 2008

Recording Requested By:

Name: MONA MCCOY, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 27 Fee: 0.00
BK-1008 PG- 1914 RPTT: # 0



CONTRACT #2008.225

(Title of Document)

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Conservation and Natural Resources, Division of Environmental Protection
901 S. Stewart Street, Carson City, NV 89701-5429
Phone: 775-687-4670 Fax: 775-687-5856

DOUGLAS COUNTY

And

SEP 29 2008

Douglas County
Hereinafter the "Public Agency"
PO Box 218
Minden, NV 89423
1594 Esmeralda Ave., Rm. 201
Minden, NV 89423
Phone: 775-782-6210 FAX: 775-782-9007

PUBLIC WORKS

FILED

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TEO THIRAN
CLERK

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and
WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of [the State of Nevada];
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 2. DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- 3. CONTRACT TERM.** This Contract shall be effective from BOE Approval to 12/05/2009, unless sooner terminated by either party as set forth in this Contract.
- 4. TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
- 5. NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
- 6. INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK (Consisting of 16 Pages)
ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS (Consisting of 3 pages)

7. CONSIDERATION. Public Agency agrees to provide the services set forth in paragraph (6) at a cost of N/A per N/A with the total Contract or installments payable: Monthly not exceeding \$ 98,000.00. In addition, the State does not agree to reimburse contractor for expenses unless otherwise specified in the incorporated documents. Any intervening end to an annual or biennial appropriation period shall be

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deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.


19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

DIVISION

By: Leo Drozdoff
Signature

Name: Leo Drozdoff

Title: Administrator Date: 8/7/07

PUBLIC AGENCY

By: Carl Roschmeyer
Signature

Name: Carl Roschmeyer

Title: Public Works Director Date: 8/7/08

DIVISION FISCAL APPROVAL

By: Tanya Mead
Signature

Name: Tanya Mead

Title: Budget Analyst Date: 8/7/08

APPROVED AS TO FORM ONLY:

Janet Nes
Deputy Attorney General for Attorney General

Date: Aug 5, 2008

APPROVED BY BOARD OF EXAMINERS

[Signature]
Signature --- Board of Examiners

Date: 9-8-08

Contract Control Number:
Grant Number: WP-97941201-5
Division Number: 3197-15
Grant Expiration Date: Dec. 31, 2009

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ATTACHMENT A

Scope of Work



ATTACHMENT "A"

FINANCIAL ASSISTANCE FOR TAHOE BASIN WATER SYSTEM EVALUATIONS

PROPOSAL COVER PAGE

Date: July 29, 2008

Agency or Organization: Douglas County

Contact Person: Cathe Pool, PE

Phone Number: (775) 782-6274

Fax Number: (775) 782-6266

Mailing Address: Douglas County
P.O. Box 218
Minden, NV 89423

Project Title: Douglas County Tahoe Basin Water System Infrastructure and Intertie Evaluation

Total Cost: \$97,979.00

SCOPE OF SERVICES

DOUGLAS COUNTY, NEVADA WATER SYSTEM INFRASTRUCTURE AND INTERTIE EVALUATION

The 2007 Angora Fire in South Lake Tahoe, California consumed more than 3,100 acres and destroyed 250 homes. Shortly after the fire, the Governors of California and Nevada established the California-Nevada Tahoe Basin Fire Commission to perform a comprehensive review of the laws, policies and practices that affect the vulnerability of the Tahoe Basin to wildfires. The Commission included representatives from state agencies, fire officials, and public members from the Lake Tahoe community. In May 2008, the Commission finalized a report titled, "*The Emergency California-Nevada Tahoe Basin Fire Commission Report*." The Report contains 48 findings and 90 recommendations that together constitute a plan for reducing the Tahoe Basin's vulnerability to catastrophic wildfire and the impacts that fire would have on the Lake's fragile environment.

With regard to water distribution systems, Finding No. 18 of the Report states,

- **Much of the Tahoe Basin public and private water distribution infrastructure is inadequate to provide the fire flows necessary to meet current fire codes and fire agency needs.**

The Report provides the following background and supporting evidence for Finding No. 18:

- **The vast majority of water distribution infrastructure within the Lake Tahoe Basin was intended to provide only domestic potable water, and was never designed to provide fire flows necessary to meet current fire codes. For the most part, these public water systems represent an amalgam of previously small independently-owned water systems that have been interconnected into an aging and very complicated water distribution network. Since acquisition of these systems, and especially since the early 1990's, public agencies have made a significant investment in water infrastructure improvements in an attempt to close the gap between existing capability and that desired by fire agencies. Even with these significant improvements, the overall challenge is in excess of \$100 million and, at current funding levels, will likely take 20 years or more to complete. Additionally, there are a significant number of small private water companies with similar infrastructure and funding challenges. Collectively, these constraints substantially limit the fire agencies ability to prevent structure fires from extending into the wildland urban interface (WUI) as evidenced by the Washoe Fire. It also hinders the suppression of large-scale wildland fires in the WUI as seen in the Angora Fire.**


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The Report sets forth the following recommendations pertaining to Finding No. 18:

- **Recommendation No. 49: A consistent Basin-wide deficiency study and needs assessment based on existing conditions and current fire codes should be completed to make recommendations in determining the cost associated with replacing and updating undersized water distribution infrastructure. This study and assessment should be completed by the utility district and private water purveyors throughout the Lake Tahoe Basin. Based on the study annexation of private water systems into public utility districts must be evaluated and considered. Based on the assessment the utility district should pursue loans, grants and rate increases as necessary and appropriate.**

The implementation schedule set forth in the Commission's Report calls for the implementation of Recommendation #49 (i.e. initiate Basin-wide Water Infrastructure Study) by October 2008 and completion by June 2009.

Pursuant to Finding No. 18 and Recommendation No. 49 of the Commission's Report, the Douglas County Public Works Department (Douglas County PWD) intends to evaluate several existing water systems located in the Douglas County portion of Lake Tahoe, on the east shore of Lake Tahoe, extending from Stateline, Nevada north to Glenbrook, Nevada. The water systems will be evaluated with respect to current fire codes and the ability of the existing infrastructure to meet fire supply requirements. The evaluation will provide a comprehensive list of facility upgrades necessary to be compliant with fire suppression needs on a system by system basis. This work will be the basis for an investigation into the feasibility of connecting water systems along the east shore of Lake Tahoe, by means of an intertie, with the primary objectives of reducing wildfire vulnerability, the resultant threat to the physical components of public water systems, increasing fire suppression resources throughout the interconnected system and enhancing water system security for a collective population of over 13,000 customers. Specific objectives include:

- boost available water system pressure and flow for fire suppression throughout the interconnected system;
- increase the duration for which fire suppression flows can be provided throughout the interconnected system; and,
- increase coordination, redundancy and security for each of the interconnected water supply systems to provide assurance of a dependable and safe water supply in the event of natural disasters, emergency events or man-caused security incidents.

Initial planning and design stages for the intertie will be pursued through the development of a Preliminary Engineering Report (PER). The PER will include a summary of design criteria, preliminary engineering analyses and recommendations, mapping and schematics of alternatives, and preliminary construction cost analyses. The PER will then be utilized as a communication

tool to reach out to community partners and to pursue future funds from other entities for final design and construction.

TASK I: Kickoff Meeting

Task I – A. Notification Letter to Stakeholders and Team Members

JWA Consulting Engineers, Inc. (JWA) will prepare a Notification Letter to inform the stakeholders and team members listed in Table 1.1 of Douglas County PWD’s intent to evaluate the feasibility of linking, via an intertie, the various water systems in the project area. The Notification Letter will provide stakeholders and team members with the project background, a project area map, citation of pertinent sections of the California-Nevada Tahoe Basin Fire Commission’s Report, note of other water system security-related background items, and a summary of project objectives. The letter will inform the stakeholders that they will be contacted directly for purposes of scheduling a Kickoff meeting. Douglas County PWD will have the opportunity to review and comment on the Draft Notification Letter prior to its distribution to stakeholders and team members.

Table 1

Stakeholder, Purveyor or Agency	Contact Person
Douglas County PWD (Zephyr Water Utilities, Cave Rock/Skyland/Uppaway)	Cathe Pool
Glenbrook	Pending Confirmation
Logan Creek	Pending Confirmation
Elk Point Homeowners Association	Pending Confirmation
Round Hill General Improvement District	Greg Reed
Kingsbury General Improvement District	Cameron McKay
Edgewood Water Company	Pending Confirmation
South Tahoe Public Utility District	Dennis Cocking and Paul Sciuto
Tahoe Douglas Fire Protection District	Mark Novak
United States Forest Service	Bob Rodman
North Lake Tahoe Fire Protection District	Tom Smith and Pete Mulvihill
South Lake Tahoe Fire Department	Lorenzo Gigliotti
Tahoe Regional Planning Agency	Pending Confirmation
Nevada Division of Environmental Protection	Jennifer Carr
California Land Management	Pending Confirmation
Aramark	Pending Confirmation
Nevada Fire Safe Council	Jason Arnold
Nevada Division of Forestry	Pete Anderson

DELIVERABLES

- Draft Notification Letter for Douglas County PWD edits or comments (electronic copy in Word format).
- Douglas County PWD will provide the NDEP with an electronic copy of the County's version of the Draft Notification Letter for concurrence.
- Final Notification Letter to project stakeholders and team members. Douglas County PWD to receive copies of all Notification Letters electronically in PDF format.

Task I – B. Contact Stakeholders and Schedule Project Kickoff Meeting

As a follow-up to the Notification Letter, JWA will contact the stakeholders and team members listed in Table 1.1 and schedule a Kickoff meeting to discuss the project goals and objectives, and establish points of contact and lines of communication, levels of interest of the stakeholders and their future roles and/or responsibilities in the project. JWA will prepare an agenda for the Kickoff meeting. Douglas County PWD will have the opportunity to review and comment on the draft agenda for the Kickoff meeting prior to its distribution to stakeholders and team members.


DELIVERABLES

- Draft Kickoff meeting agenda for Douglas County PWD edits or comments (electronic copy in Word format).
- Douglas County PWD will provide the NDEP with an electronic copy of the County version of the Draft Agenda for concurrence.
- Final Kickoff meeting agenda to project stakeholders and team members (hard copy).
- Follow-up email to stakeholders and team members notifying them of the Kickoff meeting date, time, location, and including the Final Kickoff meeting agenda in PDF format. Douglas County PWD is to be copied on follow-up emails.

Task I – C. Kickoff Meeting

JWA will conduct a Kickoff meeting with the stakeholders and team members. The meeting will follow the Final Kickoff meeting agenda. JWA will take notes during the meeting for preparation of meeting minutes. Key information that will be identified during the Kickoff meeting will be the target flow rates, pressures, volumes, and durations that will be acceptable to the fire protection agencies. These parameters will provide the basis for system modeling.

DELIVERABLES

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- Draft meeting minutes for edits or comments to stakeholders and team members (electronic copy in PDF format).
- Final minutes to stakeholders and team members (electronic copy in PDF format).

TASK II: Data Gathering

JWA to prepare Request for Information (RFI) letters to be sent to project stakeholders and team members. Douglas County PWD will have the opportunity to review and comment on the Draft RFI letters prior to distribution to stakeholders and team members. The RFI letters shall request existing data for water systems in the project area, to include the following:

- **All Water Purveyors in the Project Area:**
Narrative description of the water system identifying major system components including water source, treatment, transmission, distribution facilities, standard operating procedures, typical maintenance requirements, and significant issues. System maps (electronic preferred) delineating major system components including water source, treatment, transmission, storage, and distribution system (including key hydrant locations, tank elevations, booster and pressure reducing valve locations and data) information, near-term capital improvement plan, ISO/other hydrant flow information, and the results of water system modeling.
- **Tahoe Douglas Fire Protection District:**
Supplemental ISO data, applicable fire flow requirements, results of hydrant testing, and in-place strategies for fire fighting in the wildland urban interface in the project area.
- **From United States Forest Service (USFS) obtain Maps identifying relevant source, treatment, transmission and distribution system (including key hydrant locations, tank elevations, booster and pressure reducing valve locations and data) information, near-term capital improvement plan, ISO/other hydrant flow information, and water models and fire protection needs for USFS properties, including camps near Glenbrook, Zephyr Cove Resort, Nevada Beach, subdivision lots, old Bourne Estate, Round Hill Pines, and Nevada Beach. Includes coordination with California Land Management and Aramark for information on Nevada Beach and Zephyr Cover Resort, respectively.**
- **Tahoe Regional Planning Agency:**
Regulatory constraints and incentives for the proposed intertie for consideration in the PER.
- **Nevada Division of Environmental Protection:**

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System requirements for proposed improvements and pertinent water quality information for systems in the project area.

- Nevada Division of Forestry and Nevada Fire Safe Council:
Understand fire protection protocols as related to a proposed intertie system.

JWA will compile the submitted information and prepare a Technical Memorandum that summarizes the information provided by stakeholders and team members. The Technical Memorandum will also identify data gaps. Douglas County PWD will have the opportunity to review and comment on the Draft Technical Memorandum prior to its release to stakeholders and team members.

DELIVERABLES:

- Draft Request for Information letters for Douglas County PWD edits or comments (electronic copy in Word format).
- Final Request for Information letters to all stakeholders and team members. Douglas County PWD to receive copies of all Request for Information letters (electronic copy in PDF format).
- Draft Technical Memorandum that summarizes the information submitted in response to the Request for Information letters and remaining data gaps for Douglas County PWD edits or comments (electronic copy in Word format).
- Final Technical Memorandum that summarizes the information submitted in response to the Request for Information letters and remaining data gaps to all project stakeholders and team members (electronic copy in PDF format).

TASK III: Project Maps (Color)

JWA will incorporate the information obtained under Task II into an *Overall Intertie Study Map* for the project area. Based on the information obtained under Task II, the *Overall Intertie Study Map* will schematically delineate the main distribution lines for each water system, similar to the Douglas County PWD Engineering Lake Tahoe Water Systems map. The *Overall Intertie Study Map* will also function as an index sheet to smaller scale, more detailed *System Maps* for each water system. The smaller scale *System Maps* will provide additional detail on water system components, including: water source, intake structure, treatment, transmission, storage, and distribution system information (e.g. elevations, size, etc.) for the water systems in the project area, excluding service connections, using contours from USGS quadrangle maps.

DELIVERABLES

- Draft *Overall Intertie Study Map* and *System Maps* for Douglas County PWD edits or comments (one hard copy and one electronic copy in PDF format).

- Final-Draft *Overall Intertie Study Map* and *System Maps* for stakeholder and team member edits or comments (one hard copy and one electronic copy in PDF format).
- Final *Overall Intertie Study Map* and *System Maps* to each stakeholder and team member (one hard copy and one electronic copy in PDF format).
- Updates to the *Overall Intertie Study Map* and *System Maps* as needed.

TASK IV: Existing Systems Analyses and Alternative Intertie Layouts and Modeling

For systems that have not been modeled, JWA will prepare a skeletonized WaterCAD model based on the information obtained under Task II and model the systems with respect to current fire codes and the ability of the existing infrastructure to meet fire supply requirements. A maximum of three scenarios per system will be modeled under this scope. Based on the WaterCAD analyses, JWA will provide a list of recommended facility upgrades necessary to be compliant with fire suppression needs on a system by system basis.

JWA will utilize this information to consider feasible alignments and locations of interties between individual water systems and ancillary facilities, as necessary, to meet target demands and create system redundancy for emergency and security purposes. These alternatives will be displayed on the *Overall Intertie Study Map* and *System Maps*.

JWA will then prepare schematic WaterCAD models of the identified intertie alternatives and run the model to evaluate performance of the interconnected systems. For some systems, JWA may have to rely on system modeling provided by other consultants. Modeling scenarios will be selected based on the information obtained under Tasks I and II (e.g. required fire flow and residual pressure). For this scope of services and Opinion of Engineering Costs, JWA has assumed that a maximum of four scenarios for the interconnected system will be evaluated. If evaluation of additional scenarios are requested, JWA may request to conduct this work on a time and material basis or may present a revised scope and Opinion of Engineering Costs to amend the engineering agreement.

Intertie system activation for fire and emergencies will require monitoring to maintain flows. JWA will work with all stakeholders, and team members to identify means to monitor status of the water system facilities and stakeholder operators to oversee and activate the interties when needed.

JWA will prepare a Technical Memorandum to present the results of WaterCAD evaluations, recommended facility upgrades, intertie alternatives, and delineation of the intertie alternatives on the *Overall Intertie Study Map* and *System Maps*. Douglas County PWD will have the opportunity to review and comment on the Draft Technical Memorandum prior to its release to stakeholders and team members. Following review by Douglas County PWD, JWA will



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distribute a Final Draft of the Technical Memorandum to the project stakeholders and team members for their edits or comments.

DELIVERABLES

- Draft Technical Memorandum to present the results of WaterCAD evaluations, recommended facility upgrades, intertie alternatives, and delineation of the intertie alternatives on the *Overall Intertie Study Map* and *System Maps* for Douglas County PWD edits or comments (one hard copy and one electronic copy in PDF format).
- Final Draft Technical Memorandum to present the results of WaterCAD evaluations, recommended facility upgrades, intertie alternatives, and delineation of the intertie alternatives on the *Overall Intertie Study Map* and *System Maps* for stakeholder and team member edits or comments (one hard copy and one electronic copy in PDF format for each stakeholder and team member).
- Final Technical Memorandum to present the results of WaterCAD evaluations, recommended facility upgrades, intertie alternatives, and delineation of the intertie alternatives on the *Overall Intertie Study Map* and *System Maps* (one hard copy and one electronic copy in PDF format to each stakeholder and team member).
- WaterCAD water model of individual water systems and intertie alternatives (in a version acceptable to Douglas County PWD).

TASK V: Preliminary Engineering Report (PER)

JWA will prepare a PER that will include a summary of the preliminary engineering analyses and recommendations, project and design criteria, mapping and schematics of alternatives, and preliminary evaluation of design and construction costs for alternatives. JWA will also address existing system deficiencies and known land rights and environmental issues in the PER.

Douglas County PWD and the NDEP will have the opportunity to review and comment on the Draft PER prior to its release to stakeholders and team members. Following review by Douglas County PWD and the NDEP, JWA will distribute a Final Draft PER to the project stakeholders and team members for their edits or comments. JWA will also conduct a meeting to discuss the Final Draft PER with stakeholders and team members. JWA will prepare and distribute minutes of the meeting.

After review of the Final Draft PER, JWA will incorporate stakeholder comments into the Final PER, in a red-lined electronic version for Douglas County PWD and NDEP concurrence. JWA submit the Final PER to all stakeholders and team members. Douglas County PWD and the NDEP will be consulted in the event of conflicting stakeholder comments or issues with the Final PER that need resolution. JWA will assist Douglas County PWD staff in presenting the

Final PER to the Douglas County Board of County Commissioners in a PowerPoint presentation to summarize the project findings.

DELIVERABLES

- Draft PER for Douglas County PWD and the NDEP edits or comments (one hard copy and one electronic copy in Word format).
- Preliminary Final Draft PER for stakeholder and team member edits or comments (one hard copy and one electronic copy in PDF format for each stakeholder and team member).
- Final Draft PER (redline e-version) for Douglas County PWD and NDEP concurrence.
- Final PER to all project stakeholders and team members (one hard copy and one electronic copy in PDF format to each stakeholder and team member).
- Presentation to Board of County Commissioners.

EXCLUSIONS

- Boundary and topographic survey.

TASK VI: Project Administration

Douglas County will provide project management for this project including contact for the consultant JWA Engineers. Douglas County will bill the state and provide grant administration. Douglas County will attend all meetings and will review and approve all work products.

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SCHEDULE

DOUGLAS COUNTY, NEVADA WATER SYSTEM INFRASTRUCTURE AND INTERTIE EVALUATION

Table C.1 Project Schedule Water System Infrastructure and Intertie Evaluation Douglas County Public Works Department	
Task No. and Description	Completion Date
TASK I: Kickoff Meeting	
Task I – A. <u>Notification Letter to Stakeholders and Team Members</u>	
<ul style="list-style-type: none"> • Draft Notification Letter for Douglas Community PWD edits or comments. 	September 2008
<ul style="list-style-type: none"> • Final Notification Letter to project stakeholders and team members. Douglas County PWD to receive copies of all Notification Letters. 	September 2008
Task I – B. <u>Contact Stakeholders and Schedule Project Kickoff Meeting</u>	
<ul style="list-style-type: none"> • Draft Kickoff meeting agenda for Douglas County PWD edits or comments. 	September 2008
<ul style="list-style-type: none"> • Final Kickoff meeting agenda to project stakeholders and team members. 	September 2008
<ul style="list-style-type: none"> • Follow-up email to stakeholders and team members notifying them of the Kickoff meeting date, time, location, and including the Final Kickoff meeting agenda. Douglas County PWD is to be copied on follow-up emails. 	September 2008
Task I – C. <u>Kickoff Meeting</u>	
<ul style="list-style-type: none"> • Draft meeting minutes for edits or comments to stakeholders and team members. 	October 2008
<ul style="list-style-type: none"> • Final minutes to stakeholders and team members. 	October 2008
TASK II: Data Gathering	
<ul style="list-style-type: none"> • Draft Request for Information letters for Douglas County PWD edits or comments. 	October 2008
<ul style="list-style-type: none"> • Final Request for Information letters to all stakeholders and team members. Douglas County PWD to receive copies of all Request for Information letters. 	October 2008
<ul style="list-style-type: none"> • Draft Technical Memorandum that summarizes the information submitted in response to the Request for Information letters and remaining data gaps for Douglas County PWD edits or comments. 	November 2008
<ul style="list-style-type: none"> • Final Technical Memorandum that summarizes the information submitted in response to the Request for Information letters and remaining data gaps to all project stakeholders and team members. 	November 2008

Table C.1 Project Schedule, cont.
 Water System Infrastructure and Intertie Evaluation
 Douglas County Public Works Department

TASK III: Project Maps (Color)

- Draft *Overall Intertie Study Map* and *System Maps* for Douglas County PWD edits or comments. December 2008
- Final Draft *Overall Intertie Study Map* and *System Maps* for stakeholder and team member edits or comments. December 2008
- Final *Overall Intertie Study Map* and *System Maps* to each stakeholder and team member. December 2008
- Updates to the *Overall Intertie Study Map* and *System Maps* as needed. Continuous

TASK IV: Existing Systems Analyses and Alternative Intertie Layouts and Modeling

- Draft Technical Memorandum to present the results of WaterCAD evaluations, recommended facility upgrades, intertie alternatives, and delineation of the intertie alternatives on the *Overall Intertie Study Map* and *System Maps* for Douglas County PWD edits or comments. February 2009
- Final Draft Technical Memorandum to present the results of WaterCAD evaluations, recommended facility upgrades, intertie alternatives, and delineation of the intertie alternatives on the *Overall Intertie Study Map* and *System Maps* for stakeholder and team member edits or comments. February 2009
- Final Technical Memorandum to present the results of WaterCAD evaluations, recommended facility upgrades, intertie alternatives, and delineation of the intertie alternatives on the *Overall Intertie Study Map* and *System Maps*. February 2009
- WaterCAD water model of individual water systems and intertie alternatives (in a version acceptable to Douglas County PWD). February 2009

TASK V: Preliminary Engineering Report

- Draft PER for Douglas County PWD edits or comments. April 2009
- Final Draft PER for stakeholder and team member edits or comments. April 2009
- Final PER to all project stakeholders and team members). April 2009
- Presentation to Board of County Commissioners. April 2009
May 2009



COMPENSATION SCHEDULE

**DOUGLAS COUNTY, NEVADA
WATER SYSTEM INFRASTRUCTURE AND INTERTIE EVALUATION**

The fee for the work by Douglas County and JWA Consulting Engineers will be based on a time and expenses at the rates outlined in the attached rate schedule, not to exceed \$97,979. This amount will not be exceeded without prior written authorization.

A breakdown of the estimated costs for engineering services under each task is presented in the attached tables.

DRAFT

Table D-1. Cost Breakdown by Task

Task Description	Labor						Expenses	TOTAL	
	Senior Engineer		Senior Drafter		Clerical				Subtotal
	Hrs.	\$145	Hrs.	\$100	Hrs.	\$58			
I. Kick-off Meeting	20	\$ 2,900	2	\$ 200	6	\$ 348	\$ 3,448	\$ 350	\$ 3,798
II. Data Gathering	60	\$ 8,700	18	\$ 1,800	8	\$ 464	\$ 10,964	\$ 200	\$ 11,164
III. Project Maps (color)	66	\$ 9,570	106	\$ 10,600	8	\$ 464	\$ 20,634	\$ 1,100	\$ 21,734
IV. Alternative Intertie Layouts and Modeling	144	\$ 20,880	15	\$ 1,500	8	\$ 464	\$ 22,844	\$ 350	\$ 23,194
V. Preliminary Engineering Report	165	\$ 23,925	52	\$ 5,200	8	\$ 464	\$ 29,589	\$ 500	\$ 30,089
DOUGLAS COUNTY									
		Senior Engineer \$62.36		Utility Superintendent 52		Senior Accountant 47			
VI. Project Administration	70	\$ 4,365	40	\$ 2,080	30	\$ 1,410	\$ 7,855	\$ 145	\$ 8,000
TOTAL	525	\$ 70,340	233	\$ 21,380	68	\$ 3,614	\$ 95,334	\$ 2,645	\$ 97,979



BUDGET SUMMARY FOR DOUGLAS COUNTY

Task	Budget
Kick-off Meeting	\$ 3,798.00
Data Gathering	\$11,164.00
Project Maps	\$21,734.00
Alternative Intertie Layouts and Modeling	\$23,194.00
Preliminary Engineering Report	\$30,089.00
Project Administration	\$ 8,000.00
Total	\$97,979.00

BUDGET SUMMARY

Category	Cost
Salaries-Consultant	\$ 41,656.04
Fringe Benefits & Overhead (2.1 multiplier)	\$ 45,819.10
Expenses-JWA	\$ 2,500.00
Salaries-Douglas County	\$ 5,610.00
Benefits-Douglas County	\$ 2,249.00
Expenses-Douglas County	\$ 145.00
Total	\$ 97,979.00

Budget Detail

<i>Salaries Consultant-JWA</i>	Rate	Estimated Cost
Senior Engineer (Estimated 455 hours)	\$69.05	\$31,417.75
Senior Drafter (Estimated 193 hours)	\$47.61	\$9,188.73
Clerical (Estimated 38 hours)	\$27.62	\$1,049.56



**Fringe Benefits & Overhead
(2.1 multiplier)**

	Rate	Estimated Cost
Senior Engineer (1.1 times salary)	\$75.95/hr	\$34,557.25
Senior Drafter (1.1 times salary)	\$52.37/hr	\$10,107.41
Clerical (1.1 times salary)	\$30.38/hr	\$1,154.44

Salaries-Douglas County

	Rate	Estimated Cost
Senior Engineer (Estimated 70 hours)	\$44.54	\$ 3,117.8
Utility Superintendent (Estimated 40 hours)	\$37.15	\$ 1,486
Senior Accountant (Estimated 30 hours)	\$33.54	\$1,006.2

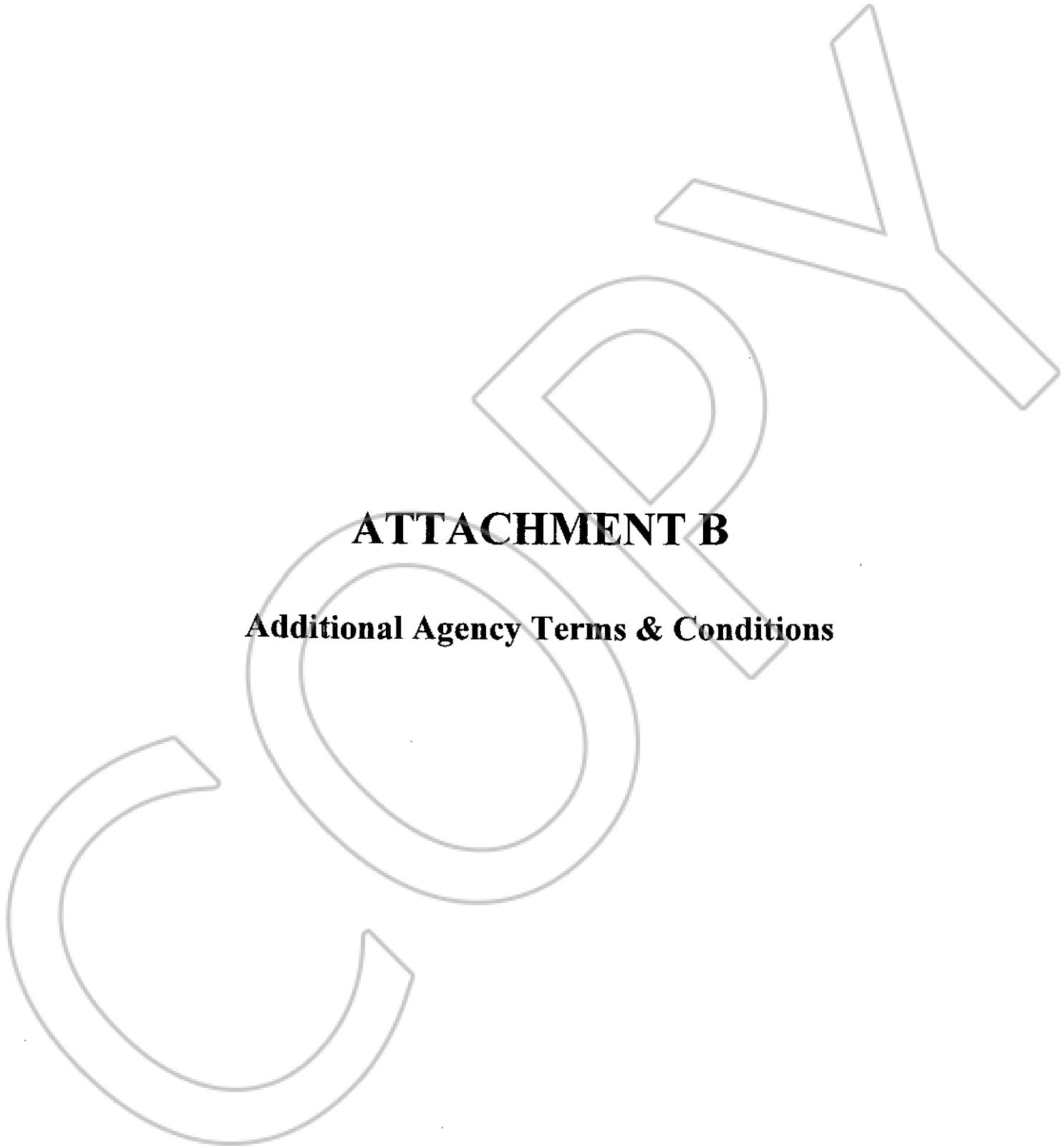
Fringe Benefits (1.4 multiplier)

	Rate	Estimated Cost
Senior Engineer (0.4 times salary)	\$17.82/hr	\$1,247.40
Utility Superintendent (0.4 times salary)	\$14.86/hr	\$ 594.40
Senior Accountant (0.4 times salary)	\$13.42/hr	\$ 403.00

Expenses

	Rate	Estimated Cost
Mileage, copies, blacklines_JWA	State approved rates	\$2,500.00
Douglas County	State approved rates	\$ 145.00





ATTACHMENT B

Additional Agency Terms & Conditions



**ATTACHMENT B:
ADDITIONAL AGENCY TERMS & CONDITIONS
TO CONTRACT FOR SERVICES OF PUBLIC AGENCY
CONTRACT CONTROL # DEP 09-010**

1. For contracts utilizing federal funds, the Nevada Division of Environmental Protection shall pay no more compensation than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Public Agency or by the Public Agency's contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$71.39 per hour.

2. **NDEP shall only reimburse the Public Agency for actual cash disbursed.** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the contract, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Public Agency to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Public Agency shall provide with each invoice a detailed fiscal summary that includes the approved contract budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Public Agency shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Contract amount.

3. The Public Agency shall, as part of its approved scope of work and budget under this Contract, provide third party match funds of not less than: \$N/A. If match funds are required, the Public Agency shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and Attachment N/A (Third Party Match Record-Keeping Requirements) which is attached hereto and by this reference is incorporated herein and made part of this Contract.

4. Unless otherwise provided in Attachment A (Scope of Work), the Public Agency shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. All payments under this Contract are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Contract, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Contract. If funds are not received from either source for the specific purposes of this Contract, NDEP is under no obligation to supply funding for this Contract. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Contract. Nothing in this Contract shall be construed to provide the Public Agency with a right of payment over any other entity. If any payments that are otherwise due to the Public Agency under this Contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Public Agency if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.

7. Any funds obligated by NDEP under this Contract that are not expended by the Public Agency shall automatically revert back to NDEP upon the completion, termination or cancellation of this Contract. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Public Agency. The Public Agency shall have no claim of any sort to such unexpended funds.

8. For contracts utilizing federal funds, the Public Agency shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	12%	10%
Services	07%	25%
Supplies	13%	28%
Equipment	11%	23%

The Public Agency agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Public Agency shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract.

10. The books, records, documents and accounting procedures and practices of the Public Agency or any subcontractor relevant to this Contract shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Public Agency in the performance of its obligations under this Contract shall be the joint property of both parties. Such items must be retained by the Public Agency for a minimum of three years from the date of final payment by NDEP to the Public Agency, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Public Agency, at the Public Agency's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Public Agency may disclose or use for purposes other than the performance of the Public Agency's obligations under this Contract. For any work outside the obligations of this Contract, the Public Agency must include a disclaimer that the information, report or products are the views and opinions of the Public Agency and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Public Agency shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Public Agency will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Contract is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to NDEP at the Public Agency's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Public Agency shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Public Agency, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Public Agency at the Public Agency's expense. To the extent authorized by law, the Public Agency shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Public Agency or the Public Agency's agents or employees or any subcontractor or their agents or employees.

14. The Public Agency shall use recycled paper for all reports that are prepared as part of this Contract and delivered to NDEP. This requirement does not apply to standard forms.

15. The Public Agency, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by the Public Agency or the Public Agency's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Public Agency, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by NDEP or NDEP's agents or employees.

16. The Public Agency and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Contract shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Public Agency and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Public Agency and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel And Motel Fire Safety Act of 1990.

18. The Public Agency shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of NDEP.

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

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

By [Signature] Deputy



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