

Assessor's Parcel Number: N/A

Date: APRIL 5, 2012

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 0.00
BK-0412 PG- 1507 RPTT: 0.00



Name: EILEEN CHURCH, PUBLIC WORKS
(RR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2012.053
(Title of Document)

2012.053

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

APR 5 AM 11:31

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

MANHARD CONSULTING, LTD

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that she is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners or Purchasing and Contracts Administrator, whichever is required.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. (NRS) 284.173, as necessarily adapted, to the parties, including that Contractor is not a County employee and that:

There shall be no;

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of Nev.Rev.Stat. (NRS) 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with Paragraph (¶) B below, 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 Nev.Rev.Stat. (NRS) § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Manhard Consulting LTD has entered into a contract with Douglas County to perform work from March 27, 2012 to June 30, 2012 and requests that the an authorized insurer provide to Douglas County; 1) a certificate of coverage issued pursuant to Nev.Rev.Stat. (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
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 six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to the 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.

B. 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 Nev.Rev.Stat (NRS) 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of Nev.Rev.Stat. (NRS); and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the personal services to be performed are as follows: Hydraulic modeling and analysis for the Montana and Genoa Lakes Water Systems as described in the attached March 28, 2012, letter.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in Paragraph (¶) 4 at a cost per hour shown in the attached rate schedule with the total cost not to exceed \$11,820. In addition the County agrees to reimburse Contractor for travel expenses and per diem allowances at approved County rates not to exceed a total cost of \$100.00. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. Either party may revoke this contract without cause after the first year, provided that a revocation shall not be effective until 10 days after a party has served written notice upon the other party.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with Nev.Rev.Stat. (NRS) § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to Paragraph (¶) 16), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. (NRS) ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. (NRS) § 0.039, or any

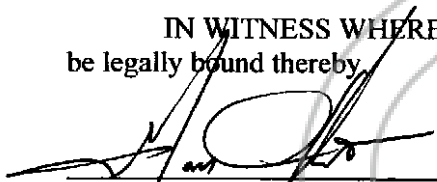
governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

16. SUSPENSION AND DEBARMENT REQUIREMENTS FOR FEDERAL CONTRACTS. For federally-funded public works, the bidder certifies, by submission of this bid or acceptance of this contract, that neither he nor any principal of his business entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor further agrees by submitting this bid that he will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder, contractor or any lower tier participant is unable to certify to this statement it must attach an explanation to the solicitation or proposal.

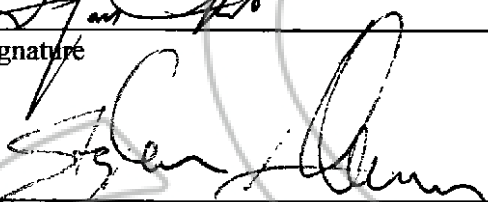
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.



Signature

3/28/12

(Date)



Douglas County

4-2-12

(Date)

Approved as to form by:



Deputy District Attorney

March 28, 2012

Ronald J. Roman, P.E.
Engineering Manager
1120 Airport Road
Building F-2
Minden, Nevada 89423

RE: West Valley Water Systems – Proposal for Engineering Services

Manhard Consulting Ltd. is pleased to submit this proposal for hydraulic modeling and analysis for the Montaña and Genoa Lakes Water Systems. This scope includes the review of previous modeling efforts and meetings with Douglas County personnel to establish the modeling scenarios.

The scope of the modeling will include evaluation of the inter-tied Montaña and Genoa Lakes water systems for the following scenarios:

1. Existing system infrastructure and demand with Montaña well #1 “off”, well #2 “on” and inter-tie valve ‘open’
 - a) Revise the Genoa (a.k.a. Sierra Shadows) tank level set points for Walley’s well and Genoa Lakes booster pump station. Evaluate all tank levels and well contributions.
 - b) Revise control scheme to have Genoa tank call Genoa Lakes booster pump station as primary source and Walley’s well as the secondary source. Evaluate all tank levels and well contributions.
 - c) Evaluate changing the operation speed of the Genoa Lakes Booster Pump Station to maximize contribution from the Genoa Lakes Well #2
 - d) Evaluate system operation with the James Canyon Tank 1 as the controlling tank for the Genoa Lakes booster pump station.
2. Existing system infrastructure with all wells in operation including the planned replacement of Montaña well #1.
 - a) Evaluate systems limitations with inter-tie valve “closed” based on future demands.
 - b) Evaluate system limitation with inter-tie valve “opened” based on future demands.



Based on the output of the modeling scenarios, Manhard Consulting Ltd. will draft a Technical Memorandum documenting the inter-tied water systems hydraulic capacity for submission to BSDW as a revision to the Corrective Action Plan. Manhard Consulting Ltd. will attend a meeting with the Bureau of Safe Drinking Water to discuss the findings of the Technical Memorandum on hydraulic capacity and coordinate comments/revisions from staff.

Manhard Consulting Ltd. will provide a water system analysis for the "West Valley Water System" a combined system between the Montaña Water System and the Genoa Lakes Water System. The analysis will include discussion of existing supply, demand and storage. A long-range planning section will examine the approved residential developments and identify how many connections the system will handle before another source is needed. The controls section will include model scenarios, model output and recommendations for system operations based on the modeling results.

Manhard Consulting Ltd. will attend one meeting with Douglas County personnel to discuss the modeling results and recommended operational settings.

Not included in this scope is coordination and permitting associated with combining the inter-tied systems as it applies to the BSDW. Manhard Consulting Ltd. can provide this as an additional service.

Estimated Time and Materials Budget

Task and Description

1-Engineering services related to data compilation, preliminary analysis, and initial meeting.	\$2,576
2-Modeling and Output	\$2,576
3-Technical Memorandum & Water System(s) Analysis	\$5,352
4-Meetings with Bureau of Safe Drinking Water and Douglas County	\$1,316
	Total \$11,820

Schedule

Item	Date
1) "West Valley" Water Model	4/6/12
2) Draft Hydraulic Capacity Technical Memorandum	4/13/12
3) Final Hydraulic Capacity Technical Memorandum	4/20/12
4) Draft West Valley Water System Analysis Report	4/30/12
5) Final West Valley Water System Analysis Report	5/14/12

Sincerely,

Mark A. Rotter, P.E.
Area Manager
Manhard Consulting, Ltd.



**DOUGLAS COUNTY WEST VALLEY WATER SYSTEM HYDRAULIC MODELING &
ANALYSIS
ESTIMATE OF HOURS**

Task	Description	Area Manager	Project Manager	Project Engineer	Admin. Assistant	Hours	Subtotal
1 (E)	Engineering Services	2	6	16		24	\$ 2,576.00
2 (MOD)	Modeling and Output	2	2	16	8	28	\$ 2,576.00
3 (RPT)	Technical Memo & Water System(s) Analysis	4	8	24	24	60	\$ 5,352.00
4 (MT)	Meetings	2	4	4	2	12	\$ 1,316.00
	Total Hours	10	20	60	34	124	
	Rate	\$ 168.00	\$ 120.00	\$ 95.00	\$ 60.00		
	Fee	\$ 1,680.00	\$ 2,400.00	\$ 5,700.00	\$ 2,040.00		

Total \$ 11,820.00



**SCHEDULE OF TIME
AND MATERIAL RATES FOR 2012**

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President/Executive Vice-President	\$175.00
Vice President	\$170.00 - \$195.00
Area Manager/Director	\$120.00 - \$175.00
Senior Project Manager	\$138.00 - \$168.00
Project Manager	\$100.00 - \$135.00
Project Engineer	\$82.00 - \$99.00
Staff Engineer	\$78.00 - \$85.00
Senior Planner	\$105.00 - \$140.00
Land Planner	\$75.00 - \$92.00
Landscape Designer/Architect	\$75.00 - \$85.00
Environmental Scientist	\$70.00 - \$95.00
Operations Manager	\$105.00
Operator	\$55.00 - \$72.00
Project Surveyor	\$105.00
Staff Surveyor	\$75.00 - \$89.00
Construction Manager/Coordinator	\$97.00 - \$120.00
Field Crew Chief	\$100.00
Instrument Person	\$63.00
Survey/Construction Technician	\$60.00 - \$75.00
Remediation Field Technician	\$70.00 - \$80.00
GPS Base Station w/Two Receivers	\$30.00
Geodimeter	\$20.00
Engineering CADD Technician	\$75.00 - \$90.00
CADD Work Station	\$42.00
2-Person Crew	\$163.00
3-Person Crew	\$216.00
Administrative Assistant	\$48.00 - \$62.00
Expert Testimony & Depositions	\$250.00
	<u>CURRENT SF RATE</u>
Printing – Paper	\$0.15
Printing – Vellum	\$1.75
Printing – Mylar, Film, Clear Acetate	\$2.50

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: April 5, 2012
[Signature] Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By [Signature] Deputy