

Assessor's Parcel Number: N/A

Date: JUNE 12, 2018

Recording Requested By:

Name: NICK CHARLES, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00074769201809154280250254

KAREN ELLISON, RECORDER

CONTRACT #2018.113
(Title of Document)

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

BOCC APPROVED
June 7th, 2018
ITEM: 7

DOUGLAS COUNTY, NEVADA

AND

KELLER ASSOCIATES, INC.

2018 JUN 12 AM 9:13
DOUGLAS COUNTY
CLERK

FILED
2018.113

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and Keller Associates, Inc. ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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 Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of essence for performance of the professional services described herein and all tasks must be completed by Wednesday, January 01, 2020.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County 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 Contractor or the County to the public employee's 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.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

3. INDUSTRIAL INSURANCE. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will 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 that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Keller Associates, Inc. has entered into a contract with Douglas County to perform work through Wednesday, January 01, 2020 and requests that an authorized 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
Public Works Department
Post Office Box 218
Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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 at the sole discretion of the County. 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, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform the following:

Work and services as outlined in the Scope of Work and Budget attached as Exhibit A.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed five hundred and sixty-three thousand, one hundred and seventy-three dollars (\$563,173) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. 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 maximum expected fee for the services and tasks set forth in Paragraph 4.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

7. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the 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 the Contract will 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 the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County 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 will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 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 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, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

18. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Public Works Director
1120 Airport Road, F2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6227

To Contractor: Keller Associates, Inc.
735 Sunrise Ave. Suite 216
Roseville, CA 95661
Telephone: (916) 749-3950

21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

Keller Associates, Inc.

By:  4/30/2018
Rod J. Linja, President – Keller Associates, Inc. (Date)

Douglas County, Nevada

By:  6/7/18
Steven J. Thaler, Chairman - Board of County Commissioners (Date)

Exhibit A

Scope of Work Services During Construction Douglas County North Valley WWTF Upgrades

GENERAL

The Douglas County North Valley WWTF Upgrades include new headworks, sequencing batch reactors, disinfection, effluent pumping, aerobic digestion and solids dewatering at an estimated construction cost of \$9 million. The project will be constructed under one general contract for the 18-month construction period starting in approximately July 2018.

The Consultant (Keller Associates) will provide Services during Construction (SDC) as defined in this document. These SDC are intended to assist the Owner (Douglas County) to administer the contract for construction, monitor the performance of the construction contractor, check that the contractor's work is in substantial compliance with the contract documents, and assist the Owner in responding to events that occur during the construction. These SDC are based upon the understanding that the Owner will contract directly with the contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction. These SDC are also based upon the Owner executing a contract for construction with the contractor that is consistent with Consultant's Agreement and with these SDC, and which provides the requisite authority for Consultant to fulfill its SDC responsibilities.

It is not the intent of the Consultant's services to change responsibilities associated with others related to the engineer of record, and the design concepts for a completed Project as a functioning whole remains with others. The primary goal of the Consultant during the construction phase is to determine in general if the Work is proceeding in accordance with the Contract Documents based on information obtained through the Owner, including day-to-day observation, site visits, and observations. The Project was designed by others, which included the Study Phase, Preliminary Design Phase, Final Design Phase, and Bidding and Negotiation Phase. The Contract Documents were prepared by CH2M.

Consultant's SDC are based upon the 18-month schedule or duration of construction anticipated at the time that these services are agreed. Deviations from the anticipated schedule or duration of construction will materially affect the scope of these SDC and Consultant's compensation for the SDC, and will require an adjustment to Consultant's compensation.

Consultant will not be responsible for the means, methods, techniques, sequences, safety measures, or procedures of the contractor, nor shall Consultant be responsible for the contractor's failure to perform in accordance with the contract documents.

Task 100 – Project Management

100.1 Construction Progress Reporting - Consultant will keep the Owner advised of the progress of the construction. Consultant will provide monthly progress reports to the Owner and hold monthly phone calls with the Owner.

100.2 Internal Engineering Team Coordination - Consultant will coordinate with the internal engineering team staff on a monthly basis to update the team on construction progress and to schedule upcoming work.

Task 200 – Construction Management

Consultant will provide services to respond to construction and technical submittals, and close-out the contract for construction. The Consultant will administer the contract for construction.

Subtask 200 – Resident Engineering Services

200.1 Record Documents Check - Consultant will monitor the continuous development of as-built drawings, specifications and other as-built or record documents by the Contractor. Consultant will confirm that the documents are checked and up-to-date. Consultant will prepare record drawings based on the Contractors submittal in accordance with Task 300.3.

200.2 Substantial and Final Completion - Consultant will participate with the Owner in a substantial and final completion project inspections and provide a written recommendation on whether the project has satisfied substantial and final completion requirements. Consultant will issue documents for substantial and final completion and acceptance of the work including punch lists, completion certificate(s), final payment, release of retention, and release of insurance and bonds. Consultant level of effort is based on two site visits of one half day each for two staff. The Consultant shall issue documents for final completion and acceptance of the work.

200.3 Warranties, Guarantees, Lien Releases - Consultant will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases, and other similar documents, as required by the contract for construction.

200.4 Pre-Construction Conference - Consultant will attend one pre-construction conference with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project. Consultant will take minutes or otherwise record the results of this conference.

200.5 Mobilize On-Site Team (By Owner) - Owner will provide on-site team.

200.6 Communications - Consultant will be the primary contact for the Contractor and shall maintain communication during construction. Owner and Consultant will follow mutually established protocols.

200.7 Project Site Meetings - Consultant will conduct periodic meetings with the Contractor and will prepare the minutes of these meetings. Level of effort by Consultant is estimated at seventy two onsite meetings for attendance by one Engineer over a projected 18-month construction period. In addition to the seventy two onsite meetings it is anticipated that the Consultant will have another Engineer participate in up to nine meetings by phone.

200.8 Field Instructions and Orders - Consultant will issue routine field instructions, orders, or similar documents during construction, as provided in the contract for construction. In the event that a field order will result in a technical modification to the project, Consultant will review the proposed change. Reviewing up to 15 field orders are budgeted for this task.

Subtask 210 – Field Observation and Inspection

210.1 Field Office (By Owner) - Owner will staff a field office on the project site for purposes of providing personnel to observe the work of the Contractor. Owner will provide work space for Consultant in the field office.

210.2 Independent Testing, Inspection and Survey Services - The Owner will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to checking the quality of the Contractor's work. Consultant will review the reports and other information prepared by the independent firms that are provided by the Owner. For those reports provided to the Consultant a written response to Owner regarding the satisfactory nature of the work being evaluated by the independent reports will be provided. For budgeting purposes up to ten issues are anticipated as requiring written response by the Consultant. Consultant shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection, and survey firms.

210.3 Review of Work (By Owner) - Owner will conduct daily onsite observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. No Consultant level of effort has been included. Any effort required by Consultant will be submitted as a Project Change Request.

210.4 Deficient and Non-Conforming Work - Should Owner discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, Owner will bring this to the attention of the Consultant. Consultant will recommend corrective action. Owner will monitor the Contractor's corrective actions. Level of effort anticipated is for Consultant to recommend corrective action for 3 incidents.

210.5 Engineering Team Visits - Consultant will coordinate eight (8) onsite visits over the projected 18-month construction period by the engineering team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review specific items of work that are brought to the attention of the engineering team members by the Contractor or the Owner. Owner shall provide geotechnical field observations. Visits will be coordinated with progress meetings.

210.6 Regulatory and Third-Party Testing and Inspections (By Owner) - Owner will monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the project. No Consultant level of effort has been included. Any effort required by Consultant will be submitted as a Project Change Request.

Subtask 220 – Schedule Monitoring

220.1 Contractor's Schedule Submittal - Consultant and Owner will review the Contractor's final draft of the initial construction schedule. Consultant shall review and require the Contractor to correct initial submittals.

220.2 Contractor's Schedule Updates - Consultant will review the Contractor's periodic schedule updates or other schedule submissions.

Subtask 230 – Pay Application Approval

230.1 Permits, Bonds, and Insurance (By Owner) - Owner will verify that the required permits, bonds, and insurance have been obtained and submitted by the Contractor. Work by Consultant shall be considered an Additional Service.

230.2 Payments to Contractor - Consultant will receive and review the Contractor's requests for payment. Owner will verify work and materials on site. Consultant shall compare the pay request to the project schedule of values and provide recommendation of payment or non-payment.

Subtask 240 – Document Control

240.1 Closeout File and Records - Consultant will coordinate project close-out documentation. See Task 200.2 for Consultants effort in reviewing closeout documentation provided by the Owner.

Subtask 250 – General Submittal Review

250.1 Technical Submittals - Consultant will review the Contractor's shop drawings, samples, and other submittals. Consultant's scope shall be based upon the scope of work in the contract for construction and shall include for a maximum of three submissions by the Contractor for each shop drawing, sample or submission. Should there be additional reviews required of Consultant and design team, Consultant shall be entitled to additional compensation.

Consultant review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Consultant's level of effort is based on up to one hundred fifty (150) technical submittals with one hundred (100) resubmittals.

250.2 Equipment Operation & Maintenance Manuals - Consultant will coordinate the reviews of the Contractor's O&M manuals. Consultant's level of effort is based on up to thirteen (13) O&M manuals with two reviews each.

250.3 Start-up Plan Review - Consultant's level of effort is based on up to six (6) start-up plans with two reviews per plan.

Subtask 260 – Change Management

260.1 Minor Variations in the Work - Consultant coordinate with the Owner's on-site representative and will authorize minor variations in the work that do not involve an adjustment in the Contractor's contract price, nor time for construction, and are not inconsistent with the intent of the contract documents. Any effort required by a claim will be submitted as a Project Change Request.

260.2 Requested Design/Engineering Services - Coordinate Issuance of Changes - Consultant will issue changes to the contract for construction. Design and engineering services to prepare drawings and specifications for the change shall be performed by Consultant as requested by Owner as part of a Project Change Request. Consultant will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. Consultant will prepare final change order documents for execution by the Owner and Contractor. Assumes up to twenty change requests. Consultant's role is to clarify the intent of the construction documents. Consultant is not the engineer of record.

260.3 Change Order Review - Consultant shall provide review and recommend approval or non-approval to Owner. Assume up to twenty change order reviews.

260.4 Claims and Disputes (Additional Services) - Consultant will receive and log letters and notices from the Contractor concerning claims or disputes pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction.

Consultant will not issue decisions on Contractor claims or disputes. Consultant will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes. No level of effort has been included for Consultant. Any effort required by a claim will be submitted as a Project Change Request.

260.5 Requests for Information - Consultant will provide written responses to the Contractor's request for interpretation or clarification of the contract documents. The Consultant shall manage the RFI process and formally respond to the Contractor. Consultant's level of effort assumes seventy (70) technical RFIs. Level of effort assumes a maximum of 30 drawings to clarify construction intent in response to RFIs.

260.6 Proposed Substitutions (Additional Services) - Consultant will assist the Owner in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Consultant will review such requests and will advise the Owner as to the acceptability of such substitutions. Substitution reviews shall be paid for by Contractor as per the Contract Documents. No level of effort has been included for Consultant. Any effort required will be considered additional services.

Subtask 270 – Special Inspections (By Owner)

To be provided by the Owner.

Subtask 280 – Third Party Materials Testing (By Owner)

To be provided by the Owner. Per task 210.2, Consultant will review material testing result to check that work and materials conform to the contract documents.

Subtask 290 – Third Party Construction Surveying (By Others)

To be provided by the others.

Task 300 – Startup Services

Subtask 300 – Testing and Commissioning

300.1 Vendor Operation and Maintenance Manuals - Consultant will coordinate the submission of required manuals provided by equipment suppliers for operation and maintenance and for training of the Owner's staff by the Contractor. Consultant will review operation and maintenance manuals per Task 250.2.

300.2 Start-Up Support - Consultant will furnish assistance to the Owner in plant startup and initial plant operation. This task includes coordination with OWNER'S System Integrator, and assistance during equipment testing, system testing, pre-commissioning testing and commissioning testing. It is understood that the Contractor will be responsible for preparing and submitting start-up plans. The Consultant will review the start-up plans per section 250.3.

Startup support includes the following major equipment startups:

- Headworks
- SBR
- Disinfection (Startup support by Owner)

- Effluent Pumping (Startup support by Owner)
- Aerobic Digestion
- Solids Dewatering

Consultant's level of effort includes six trips of up to one engineers per trip.

300.3 Record Drawings - The Consultant will coordinate with the Contractor to ensure that as-builts are being maintained throughout the project in accordance with the contract documents. Owner will provide record/as-built information to the Consultant. Owner will provide Consultant with electronic version of Contract Documents including CAD plans, along with permission and authorization for Consultant to update plans that were prepared by others as Record Drawings.

After Substantial Completion, Consultant will revise the original design drawings to reflect available record information provided by the Contractor and equipment suppliers. One reproducible .pdf set and the as-built AutoCAD file(s) will be submitted to the Owner. The plan set includes approximately 111 project drawings and 152 standard detail sheets. Consultant's level of effort is estimated at updating 75 drawings. Consultant's role is to clarify the intent of the construction documents. Consultant is not the engineer of record.

300.4 Warranty Period Services - Consultant will provide the following warranty performance review services during the one-year warranty period to assist the Owner in coordinating corrections of deficient equipment or construction:

Participate in an end-of-warranty period inspection one month prior to completion of the warranty period and provide a letter identifying any deficiencies found and recommended actions.

Subtask 310 – Training

310.1 Operation and Maintenance Manual - Consultant will develop one Operation and Maintenance (O&M) manual describing the operation of the project facilities and systems consistent with requirements of the Nevada Division of Environmental Protection. Owner shall provide SCADA system screen shots in a timely manner to Consultant for use in the manual to describe equipment operation. The manual will be produced in PDF format. The following deliverables will be prepared:

- Draft for Owner review
- Draft for NDEP review
- Final O&M Manual

310.2 Training (Additional Services) - No level of effort has been included for training. Consultant will perform operator training as requested by Owner as an Additional Service.

Task 400 – Additional Services

Subtask 401 – Miscellaneous

To cover the costs of project work items that are unforeseen by the County (additional services), a task budget of \$30,000 is incorporated into this contract. Labor effort will not be charged to this task unless authorized in writing by the County.

Subtask 402 – State Revolving Fund (SRF) Loan Administration Support

402.1 Preliminary Services

- a) Project initiation and setup.
- b) Consultant to prepare for and attendance at a pre-construction meetings held with the County, State SRF representative, and the contractors. Review SRF loan administration requirements at the pre-construction requirements.

402.2 Loan Administration Support

- a) Prepare SRF disbursement requests for the project.

402.3 Davis Bacon and Nevada Prevailing Wage Administration Services

- a) Complete employee interviews. For budgeting purposes, it was assumed that this would be limited to 96 hours total.
- b) Setup, update, and review prime and sub contractor's certification forms
- c) Complete weekly payroll review. For budgeting purposes, the overall project duration of 87 weeks was assumed.
- d) Participate in up to sixteen meetings (via conference call).

402.4 American Iron and Steel Administration Services

- a) Review, approve, and track AIS certification letters
- b) Provide AIS support to the City
- c) Provide up to four (4) on-site audits of Contractor's AIS documentation

402.5 Reports, Audits, and Closeout

- a) Complete MBE and WBE Reports.
- b) Assist in preparing project audit and closeout documents.

Consultant Provided Services

Except as noted above, the following services shall be provided by Consultant upon authorization of the Owner and agreement on additional compensation to Consultant.

- Services related to development of the Owner's project financing and/or budget.
- Services related to provision of Owner-furnished equipment, materials, and supplies.
- Services related to procurement or management of third party contractors other than testing, inspection, and survey firms.
- Performance of materials testing, specialty testing, and surveying services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake, or other acts of God.
- Services related to the Owner's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement, and inspection.

- Services for the investigation and analysis of contractor claims, preparation of reports on contractor claims, provision of professional claims analysis services, and participation in litigation or alternative dispute resolution of claims.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Services supporting the Owner in public relations activities.
- Development, coordination, or participation in partnering programs.
- Services for review and/or preparation of Owner or Contractor proposed changes to the project.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.
- Consultant shall perform miscellaneous and supplemental services related to the project as requested by the Owner.
- Any other services designated in this scope of services as additional services.
- Effort in the scope above that is required to address construction claims, unforeseen subsurface considerations or additional construction requested by the contractor or Owner would be additional costs.

Owner Provided Services

The following services shall be provided by the Owner.

- Owner will provide full-time observation.
- Owner will provide to Consultant data in Owner's possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Owner.
- Owner will make its facilities accessible to Consultant as required for Consultant's performance of its services and will provide labor and safety equipment as required by Consultant for such access. Owner will perform, at no cost to Consultant, such tests of equipment, machinery, pipelines, and other components of Owner's facilities as may be required in connection with Consultant's services.
- Owner will give prompt notice to Consultant whenever Owner observes or becomes aware of any development that affects the scope or timing Consultant's services, or of any defect in the work of Consultant or the Contractor.
- Owner will notify Consultant if the conditions at the site are not consistent with the construction contract and will impact the construction cost or construction schedule.
- The Owner shall examine information submitted by Consultant and render in writing, or otherwise provide decisions in a timely manner.
- The Owner shall furnish required information and approvals in a timely manner.
- The Owner shall cause all agreements with the Contractor to be consistent with the contract documents between the Owner and contractor. Any modification of the contract documents between the Owner and contractor will also be consistent with the Consultant's Agreement with the Owner.
- Owner will review monthly pay requests from the Contractor.

- Equipment delivery acceptance tests and inspections shall be provided by Owner.
- Owner shall provide materials testing, geotechnical, survey, or other third-party services not specifically listed above.
- Provide other SRF loan administrative services including: demonstrating compliance with SRF requirements for user charge system and sewer use ordinance.
- Coordinate with Consultant on completion of SRF activities.

COMPENSATION

Table 1 provides a summary of the level-of-effort estimates. Consultant has developed this level of effort estimate based on the work plan presented herein and assumptions stated previously. The fees will be billed as time and materials. The task budget subtotals identify the focus and level of effort for this work; however, the totals do not represent the itemized not-to-exceed budgets. The total work effort shall not exceed the total budget limit. Reimbursables are included in the itemized costs.

**Table 1 - Summary of Cost
Douglas County NVWTF Improvements
Services During Construction**

Task	Description	Cost
100	Project Management (18-Month Contract)	
100.1	Reporting	\$ 11,070
100.2	Internal Engineering Team Coordination	\$ 21,840
	Subtotal	\$ 32,910
200	Construction Management	
200.1	Resident Engineering Record Drawing Check	\$ 2,430
200.2	Final Completion	\$ 8,980
200.3	Warranties, Guarantees, Lien Releases	\$ 1,350
200.4	Pre-Construction Conference	\$ 4,430
200.6	Communications	\$ 13,320
200.7	Project Site Meetings	\$ 39,960
200.8	Field Orders	\$ 6,000
210	Field Inspections	\$ -
210.2	Review of testing results	\$ 11,050
210.4	Deficient and Non-Conforming Work	\$ 10,400
210.5	Engineering Team Visits	\$ 12,800
220	Schedule Monitoring	\$ -
220.1	Contractor's Schedule Submittal	\$ 2,950
220.2	Contractor's Schedule Updates	\$ 3,430
230	Pay Application Approval	
230.2	Payments to Contractor	\$ 7,560
250	General Submittal Review	\$ -
250.1	Technical Submittals (shop dwgs, samples, submittals)	\$ 106,675
250.2	Equipment O&M Manuals	\$ 20,355
250.3	Start-Up Plan Review	\$ 7,740
260	Change Management	\$ -
260.1	Minor Variations in the Work	\$ 10,095
260.2	Coordinate Issuance of Changes	\$ 21,375
260.3	Change Order Review	\$ 22,050
260.4	Claims and Disputes	\$ -
260.5	RFIs	\$ 40,750
	Subtotal	\$ 353,700
300	Startup Services	
300.1	Vendor O&M Manuals	\$ 3,230
300.2	Start-Up Support	\$ 24,000
300.3	Record Drawings	\$ 25,068
300.4	Warranty Walk-Through	\$ 2,920
310	Training	\$ -
310.1	O&M Manual	\$ 35,225
	Subtotal	\$ 90,443
400	Additional Services	
401	Miscellaneous	\$ 30,000
402	SRF Loan Administration	\$ 56,120
Total Construction Phase Services		\$ 563,173

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

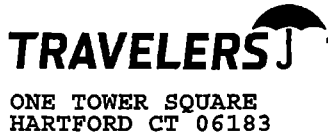
3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB-8J144072-17-47-E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12th day of June, 2018

By *[Signature]* Deputy