

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** RON ROMAN

**Department:** PUBLIC WORKS



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KAREN ELLISON, RECORDER

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**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

**FILED**

A CONTRACT BETWEEN

NO. 2270.054

**DOUGLAS COUNTY, NEVADA**

3-10-20  
DATE

**DOUGLAS COUNTY CLERK  
MINDEN, NV**

AND

**FARR WEST ENGINEERING**

BY [Signature] DEPUTY

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 **Farr West Engineering, a Nevada Corporation**, registered with the Nevada Secretary of State ("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 ("Effective Date"). Time is of the essence in this Contract. ***All work required in Paragraph 4 of this Contract shall be finally completed by no later than July 1, 2021.***

**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:

*Farr West Engineering has entered into a contract with Douglas County to perform services related to preparation of a water facilities master plan through July 1, 2021, 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 services related to preparation of a water facilities master plan for the Carson Valley area of the Douglas County Water Utility. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibits A through D hereto. Any additional work incorporated by contract amendment will be charged and billed at the rates set forth in Exhibit D.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total of One-Hundred Ninety Thousand, Three Hundred Dollars (\$190,300) (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 the other 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. The Contract Documents consist of this document, and Exhibits A, B, C and D. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A, then Exhibit B, then Exhibit C, and finally Exhibit D.

**9. DISPUTE RESOLUTION.** 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.

**10. 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.

**11. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**18. 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.

**19. 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.

**20. 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.

**21. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies 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 this Agreement after the intervening cause ceases.

**22. WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

**23. 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

**To Contractor:** Farr West Engineering  
Damon McAlister  
5510 Longley Lane  
Reno, NV 89511

**24. 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.

**25. CONSULTANT.** Throughout this Contract, the term "Contractor" shall refer to "Consultant". Except as to its own employees and agents, the Consultant shall have no responsibility for job site safety. Consultant shall not be responsible for means, methods, techniques, or sequence of construction.

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

**FARR WEST ENGINEERING**

By: *Brent Farr* 2-19-2020  
Brent Farr, P.E. (Date)  
President

**DOUGLAS COUNTY**

By: *Patrick Cates* \_\_\_\_\_ (Date)  
Patrick Cates  
County Manager

## **EXHIBIT A SCOPE OF WORK**

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### **Douglas County Carson Valley Water Facilities Master Plan**

#### **INTRODUCTION**

This Water Facilities Master Plan (Plan) will be prepared for the Douglas County Public Works Department (County) and will include a current system evaluation and operations analysis to assist the County with future operational and management decisions. The Plan will evaluate the Carson Valley area of the Douglas County Water Utility including East Valley, North County, Clear Creek, West Valley (including Montana, Genoa, and Walley's), Foothill (including Sheridan Acres, Job's Peak, and Sierra County Estates), and Fairgrounds. The Plan will include the development of a Capital Improvement Plan (CIP) with a phased schedule of improvements based on existing operational needs and future projected development demands. Operational improvements will be defined by existing system deficiencies. Development driven improvements will be defined in phases of development, up to an ultimate development or buildout level.

Ultimately the Plan will provide the County with the following:

- An overview of existing systems within the Plan Area including current system size, supply sources, distribution facilities, and storage components;
- A summary of surface and underground water rights that are either currently owned by the County or potentially available in the administrative basin which could support the County;
- A Capital Improvement Plan (CIP) defining key infrastructure necessary to provide services within the Plan Area and/or interconnect existing utilities; and
- A comprehensive planning document to guide future decisions related to managing a reliable and sustainable water system.

Specifically, this scope of work includes the following tasks:

- Task 1: Project Management
- Task 2: Data Collection and Organization
- Task 3: Historical, Current, and Future Water Demands
- Task 4: Water Rights and Resources
- Task 5: Existing System Overview and Operations Evaluation
- Task 6: Remaining Capacity Analysis and Future System Evaluation
- Task 7: Capital Improvement Plan
- Task 8: Water Facility Master Plan Preparation
- Task 9: Owner Directed Services



## **DESIGN SERVICES**

### **Task 1 – Project Management**

#### ***Objective***

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

#### ***Approach***

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with monthly project coordination meetings with the Client and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, subconsultant management, and routine communications.
- Conducting a project kick-off meeting with Farr West and Client staff.
- Monthly project coordination meetings.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with Client.

#### ***Deliverables***

The following deliverables will be submitted under this task:

- Project schedule.
- Monthly status reports.

#### ***Assumptions***

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.
- One (1), one and one-half (1.5) hour kickoff meeting between Farr West and County staff will be included as part of this scope of work. The meeting will be held at the Farr West office in Reno or via conference call/screen share.
- One (1) kickoff presentation at a Douglas County Board of County Commissioners meeting will be included as part of this scope of work.

### **Task 2 – Data Collection, Organization, and Review**

#### ***Objective***

To obtain and review data and previous studies relative to the Plan Area.

### ***Approach***

Studies completed to date which will be reviewed include, but are not limited to:

- North County – West Valley Capital Facility Plan (2007, Forsgren Associates, Inc.)
- North Douglas County Water System Analysis (2009, Manhard Consulting, Ltd)
- Carson River Comprehensive Regional Water System Plan (2013, RCI)
- Minden Town Water System Analysis (2017, Sunrise Engineering)

This task will include the organization of existing data such as water demand and production data, land use data, and future development planning.

### ***Deliverables***

There are no formal deliverables under this task.

### ***Assumptions***

The following assumptions apply:

- The County will provide all existing documents in a digital format (e.g., .doc, .xls, .pdf, etc.).
- Industry standard values (e.g. water demands) may be used in place of existing records if data is either not available or is determined to be inaccurate.
- One (1) one and one-half (1.5) hour workshop between Farr West and County staff will be required to complete this task. The meeting will be held at the Farr West office in Reno or via conference call/screen share.

## **Task 3 – Historical, Current, and Future Water Demands**

### ***Objective***

To summarize historical and current water demand patterns by land use classifications and estimate future water demands based on potential areas of development.

### ***Approach***

This task will include the following activities:

- Summary of historical and current metered demands, production, and unaccounted for water;
- Consumptive use characterization and development of water demand factors;
- Definition of land use and development potential;
- Forecasted growth in the area; and
- Future water demand projections in 10 years (2030) and at buildout (50+ years).

### ***Deliverables***

The following will be delivered under this task:

- Draft Technical Memorandum No. 1 (two hard copies and one digital copy)

- Final Technical Memorandum No. 1 (two hard copies and one digital copy)

### ***Assumptions***

The following assumptions apply:

- Projected water demands will be calculated by applying the land use-based water demand factors to the existing land use designation and parcel area.
- Land use data will be provided in a GIS format as part of the Douglas County Master Plan update. Update is expected to be available by May, 2020.
- A specific year for buildout will not be defined.
- The County will review the draft TM and issue all comments within three weeks of receiving the draft TM.
- Two revisions of the TM will be provided as part of this scope of work.
- Two (2) one and one-half (1.5) hour meetings between Farr West and County staff will be required to complete this task. The meetings will be held at the Farr West office in Reno or via conference call/screen share.

### **Task 4 – Water Rights and Resources**

#### ***Objective***

This task will summarize the County's current water rights and present water resource management strategies to enhance water supply reliability.

#### ***Approach***

This task will include the following activities:

- Summary of current water resources and associated water rights, including a discussion of the existing connection with Town of Minden water system;
- Compare water rights to buildout demands;
- Groundwater management planning strategies and recommendations; and
- Provide recommendations for future water resource planning activities and studies.

#### ***Deliverables***

The following deliverables will be submitted under this task:

- Draft Technical Memorandum No. 2 (two hard copies and one digital copy)
- Final Technical Memorandum No. 2 (two hard copies and one digital copy)

### ***Assumptions***

The following assumptions apply:

- The County will provide available information regarding its water rights and copies of agreements with neighboring entities (e.g., Town of Minden).

- This task is not intended to provide a complete water resource plan or groundwater management plan, which would require further studies and planning efforts.
- The County will review the draft TM and issue all comments within three weeks of receiving the draft TM.
- Two revisions of the TM will be provided as part of this scope of work.
- Two (2) one and one-half (1.5) hour meetings between Farr West and County staff will be required to complete this task. The meetings will be held at the Farr West office in Reno or via conference call/screen share.

## **Task 5 – Existing System Overview and Operations Evaluation**

### ***Objective***

To analyze the existing water system infrastructure, update the existing hydraulic model with current infrastructure and demands, perform modeling to assess existing system deficiencies, and estimate the benefits/impacts to the system as a result of key operational changes.

### ***Approach***

This task will include the following activities:

- A summary of compliance criteria and standards.
- An NAC 445A compliance analysis for the existing system including total system capacity, storage capacity, fire flow, and pressure and velocity requirements.
- The existing water system model will be used to consider:
  - Pumping from the Genoa Lakes well to the Genoa Lakes Tank versus the Sierra Shadows Tank.
  - Operational recommendations based on the completion of the Jacks Valley water line including how to serve the Clear Creek area.
  - Time of day pumping to maximize system efficiencies and reduce energy costs.
- Recommendations and best management practices for future facility condition assessments.

### ***Deliverables***

The following deliverables will be submitted under this task:

- Draft Technical Memorandum No. 3 (two hard copies and one digital copy)
- Final Technical Memorandum No. 3 (two hard copies and one digital copy)

### ***Assumptions***

The following assumptions apply:

- The County will review the draft TM and issue all comments within three weeks of receiving the draft TM.
- Two revisions of the TM will be provided as part of this scope of work.

- Two (2) one and one-half (1.5) hour meetings between Farr West and County staff will be required to complete this task. The meetings will be held at the Farr West office in Reno or via conference call/screen share.
- A facility condition assessment is not included as part of this task.

## **Task 6 – Remaining Capacity Analysis and Future System Evaluation**

### ***Objective***

To analyze the remaining capacity of the existing supply, storage, and distribution systems and evaluate the capacity of the system considering future demands.

### ***Approach***

This task will include the following activities:

- An analysis of the remaining capacity within components (i.e. storage tanks, transmission mains, wells, etc.) of the water system.
- An analysis of system facilities under future demand conditions.
- A description of alternative infrastructure projects required to maintain system regulatory compliance under future demand conditions.
- A discussion of system redundancy and emergency supplies including the potential for connection with Gardnerville Water Company.

### ***Deliverables***

The following deliverables will be submitted under this task:

- Draft Technical Memorandum No. 4 (two hard copies and one digital copy)
- Final Technical Memorandum No. 4 (two hard copies and one digital copy)

### ***Assumptions***

The following assumptions apply:

- The County will review the draft TM and issue all comments within three weeks of receiving the draft TM.
- Two revisions of the TM will be provided as part of this scope of work.
- Two (2) one and one-half (1.5) hour meetings between Farr West and County staff will be required to complete this task. The meetings will be held at the Farr West office in Reno or via conference call/screen share.

## **Task 7 – Capital Improvement Plan**

### ***Objective***

To prepare a ten (10) year CIP detailing the infrastructure required to meet future planning points.

### ***Approach***

This task will include the development of a 10-year CIP based on the infrastructure needs identified in Task 6. This will include water supply sources, storage tanks, booster pump stations, water distribution mains, and appurtenant facilities such as pressure regulating valves to establish pressure zone boundaries. This task includes the following components:

- Definition of cost estimating criteria.
- Cost opinions for alternatives.
- Determination of trigger points for water system improvements (e.g., based on future EDU counts).
- Determination of capacity replacement versus capacity added for each improvement project.
- Financial analysis and estimated fee impact to support the CIP projects.

### ***Deliverables***

The following deliverables will be submitted under this task:

- Draft Technical Memorandum No. 5 (two hard copies and one digital copy)
- Final Technical Memorandum No. 5 (two hard copies and one digital copy)

### ***Assumptions***

The following assumptions apply:

- The County will review the draft TM and issue all comments within three weeks of receiving the draft TM.
- Two revisions of the TM will be provided as part of this scope of work.
- All cost opinions will be level 5 cost estimates with an accuracy of -50% to +100%.
- This task will provide an estimated order of magnitude of the financial impact to user rates and/or connection fees based on CIP projects. It does not include a formal rate study or connection fee analysis.
- Two (2) one and one-half (1.5) hour meetings between Farr West and County staff will be required to complete this task. The meetings will be held at the Farr West office in Reno or via conference call/screen share.

## **Task 8 – Water Facility Master Plan Preparation**

### ***Objective***

To deliver a complete Water Facility Master Plan which will combine all of the technical memorandums into a single document.

### ***Approach***

The following approach applies:

- Draft an introduction including a brief description of the service area including a map and a description of need and the key priorities of the Plan.

- An abstract or executive summary detailing key findings of each chapter.
- A table of contents including list of figures and tables.
- Compilation of previously completed final memorandums into sections of the final document.
- Presentation of findings to County staff and Board of Commissioners.

### ***Deliverables***

The following deliverables will be submitted under this task:

- Draft Water Facilities Master Plan (two hard copies and one digital copy)
- Final Water Facilities Master Plan (five hard copies and one digital copy)

### ***Assumptions***

The following assumptions apply:

- Comments or red lines on the draft plan will only be for the executive summary and introduction. All individual chapters will be reviewed previously as technical memorandums.
- The County will review the draft document and issue all comments within three weeks of receiving the draft document.
- One (1) one-hour meeting with Farr West and County staff and one (1) presentation at a Douglas County Board of Commissioners meeting are included as part of this task.

## **Task 9 – Owner Directed Services**

### ***Objective***

To provide capability for the County to request additional services from Farr West.

### ***Approach***

This task will provide the Public Works Engineering Manager the ability to request additional services for minor modifications to the scope of work without having to agendaize an item with the County Board of Commissioners.

### ***Deliverables***

No additional deliverables will be submitted as part of this task.

### ***Assumptions***

The following assumptions apply:

- No work shall be performed under this task unless specifically requested by the Public Works Engineering Manager, or his designee, in writing.
- Item is budgeted at 10 percent of the total engineering contract cost.

**EXHIBIT B  
SCHEDULE**

<b>Notice to Proceed</b>	<b>March 2020</b>
<b>Document and Data Request</b>	<b>March 2020</b>
<b>TM 1: Historical, Current, and Future Water Demands</b>	<b>June 2020</b>
<b>TM 2: Water Rights and Resources</b>	<b>August 2020</b>
<b>TM 3: Existing System Overview &amp; Operations Evaluation</b>	<b>October 2020</b>
<b>TM 4: Remaining Capacity Analysis &amp; Future System Evaluation</b>	<b>December 2020</b>
<b>TM 5: Capital Improvement Plan</b>	<b>February 2021</b>
<b>Draft Water Resources Plan</b>	<b>April 2021</b>
<b>Final Water Resources Plan</b>	<b>May 2021</b>
<b>Presentation to BOCC</b>	<b>June 2021</b>



**EXHIBIT C  
BUDGET**

Task 1	Project Management	\$11,000
Task 2	Data Collection, Organization, and Review	\$14,000
Task 3	Historical, Current, and Future Water Demands	\$31,600
Task 4	Water Rights and Resources	\$33,500
Task 5	Existing System Overview and Operations Evaluation	\$23,000
Task 6	Remaining Capacity Analysis and Future System Evaluation	\$22,800
Task 7	Capital Improvement Plan	\$18,800
Task 8	Water Facility Master Plan Preparation	\$15,600
Task 9	Owner Directed Services	\$20,000
	<b>TOTAL:</b>	<b>\$190,300</b>

**EXHIBIT D  
ENGINEER'S 2020 RATE SCHEDULE**

<b>Title</b>	<b>Hourly Rate</b>	<b>Title</b>	<b>Hourly Rate</b>
Principal Engineer	\$168	Building Inspector II	\$70
Senior Engineer II	\$158	Building Inspector I	\$65
Senior Engineer	\$148	Designer III	\$118
Engineer IV	\$138	Designer II	\$108
Engineer III	\$128	Designer I	\$98
Engineer II	\$118	GIS Analyst II	\$135
Engineer I	\$108	GIS Analyst I	\$120
Engineer in Training II	\$98	GIS Specialist	\$98
Engineer in Training I	\$90	GIS Technician	\$85
Senior Hydrogeologist	\$155	Water Rights Specialist III	\$150
Hydrogeologist II	\$115	Water Rights Specialist II	\$125
Hydrogeologist I	\$95	Water Rights Specialist I	\$110
Electrical Engineer	\$150	Water Rights Technician III	\$98
Construction Inspector III	\$110	Water Rights Technician II	\$90
Construction Inspector II	\$103	Water Rights Technician I	\$75
Construction Inspector I	\$95	Regulatory & Env. Specialist	\$95
Project Assistant	\$90	Professional Surveyor	\$135
Admin IV	\$95	Survey Technician II	\$95
Admin III	\$85	Survey Technician I	\$78
Admin II	\$75	1 Man Survey Crew	\$135
Admin I	\$60	2 Man Survey Crew	\$180
Intern	\$45	3 Man Survey Crew	\$250
		Utility Operator	\$118

**Other Fees and Charges:**

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.
4. A rate increase, which will not exceed 5%, is anticipated in 2021. A new Engineer's Rate Schedule will be provided to the County at that time. The 2021 rates will not change the budget presented in Exhibit C.

COPY

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

10<sup>th</sup> day of March, 2020

By [Signature] Deputy

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