

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name** RICK ROBILLARD

**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 PRODUCTS AND SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**KELLER ASSOCIATES, INC. OF IDAHO**

FILED

NO.

2022. 239

10/19/22

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY

OP

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 (the "County"), and Keller Associates, Inc. of Idaho, an Idaho Corporation registered with the Nevada Secretary of State (NV20081517260) ("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"). Unless earlier terminated as set forth in paragraph 7, the terms of this Contract shall remain in effect until the Services set forth in Paragraph 4 have been completed. Time is of the essence in this Contract.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- 1) Withholding of income taxes by the County;
- 2) Industrial insurance coverage provided by the County;
- 3) Participation in group insurance plans which may be available to employees of the County;

- 4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- 5) Accumulation of vacation leave or sick leave;
- 6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

**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. of Idaho has entered into a contract with Douglas County to perform services through approximately December 31, 2022 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  
Douglas County Public Works  
ATTN: Nicholas Charles  
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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- A. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- B. Is otherwise in compliance with those terms, conditions and provisions

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

The Scope of Work includes the following tasks:

- Task 1 – Project Management (\$3,498.00)
- Task 2 – Basis of Design Report (\$39,419.00)
- Task 3 – County Directed Services (\$5,000.00)

Tasks 1 and 2 are further described and shall be completed in accordance with Exhibit A (the Keller Associates Mountain View Reservoir Replacement Scope of Work dated August 8, 2022), which is attached hereto and incorporated by reference. Task 3, County Directed Services, includes completion of work unforeseen by the County and the Contractor; any work under Task 3 must be approved by the County in writing prior to commencement. Tasks 1, 2, and 3 will be

paid on a time and materials basis, billed at rates attached hereto and incorporated by reference as Exhibit B.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total cost not to exceed forty-seven thousand nine-hundred seventeen dollars (\$47,917.00) (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 for cause 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. LICENSING.** Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

**8. GENERAL LIABILITY INSURANCE.** Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general and professional liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

**9. 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.

**10. 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, Exhibit A, and Exhibit B. 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 and finally Exhibit B.

**11. 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.

**12. 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.

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

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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:** Keller Associates, Inc.  
1325 Airmotive Way, Suite 375  
Reno, NV 89502

**26. 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:  \_\_\_\_\_ 10/11/2022  
James Bledsoe, Principal (Date)

**Douglas County**

By:  \_\_\_\_\_ 10/17/22  
Patrick Cates, County Manager (Date)



**Attachment A**  
**2022-08-25**  
**Douglas County**  
**Mountain View Reservoir Replacement**  
**SCOPE OF WORK**

**PROJECT DESCRIPTION**

Douglas County (“Owner”) has contracted with Keller Associates, Inc. (“Consultant”) to provide design services for the Mountain View Reservoir replacement. The Consultant’s scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

The Mountain View Reservoir is a bolted steel tank which serves the Douglas County East Valley Water System. The tank is located northeast of N Santa Barbara Drive, in Minden, NV, approximately 1 mile east of the North Valleys Wastewater Treatment Plant. The tank was originally constructed in 1988 and has a volume of 600,000 gallons.

A dive inspection and subsequent assessment was completed by the Consultant in January of 2022. Several options were evaluated in the assessment and ultimately it was recommended that the tank be replaced. It is anticipated that these improvements will be paid for using County funds, and will include a new tank, located on an existing easement. The new tank is anticipated to be constructed adjacent to the existing tank, or in the same location as the existing tank. Improvements are anticipated to include site/drainage improvements, and typical tank features including level monitoring and intrusion alarms. The existing overflow causes erosion issues and will need to be improved. No off-site improvements are anticipated except improvements to the overflow drainage. The construction delivery approach for this project will be design-bid-build.

Consultant’s services are limited to those services outlined in the following scope of work.

**SCOPE OF WORK**

**TASK 1: PROJECT MANAGEMENT**

*Consultant Responsibilities:*

- 1.1. General Project Management. Provide general project administration services including contract administration, project accounting, progress reports, scheduling, and internal project administration.
- 1.2. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and meeting notes. The purpose of this meeting will be to review/establish Owner design criteria, review the overall project schedule including major milestones and meetings, review project constraints and objectives, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 1.3. Request for Information. Prepare initial request for information for data to be used in the design process.

*Owner Responsibilities:*

- Provide meeting space for project meetings. Provide advertising as needed.

*Assumptions:*

- Project management budget assumes a project schedule of up to three months during the design phase of this project.
- Project is being funded by Douglas County.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.

*Deliverables:*

- Monthly invoices and project update summaries.
- Kickoff meeting agendas and meeting notes.
- Request for information.

**TASK 2: BASIS OF DESIGN REPORT (BDR)**

*Consultant Responsibilities:*

- 2.1. Study Phase Services. Consultant will perform a review of the available documentation and provide a recommendation of the sizing of the new water tank. It is anticipated the findings established in the draft water master plan (WMP) will be relied on for this service.

This is anticipated to include emergency storage, peaking storage, operating storage, freeboard/dead storage and fire storage. Consultant is anticipating utilizing a fire flow demand of 2,000 gpm for two hours, and will utilize the demand curve developed as part of the water master plan.

It is anticipated that the tank siting, tank material selection, and preferred tank geometry will be finalized as part of the BDR. It is anticipated that other design elements will be resolved in the future as part of the Future Final Design task.

- 2.2. Design Criteria. Document design criteria that will serve as basis for design.
- 2.3. Topographic Surveying. Provide topographic surveying for the area around the proposed tank site. Topographic survey will include existing visible structures, marked utilities, and observed features, such as existing fencing, sidewalks, and roadways. It is anticipated that the scope of this survey will be approximately 6.0 acres. Consultant will use survey information to prepare a base map for the site. Survey will use NADV 88 Vertical Datum and Nevada State Plane Coordinate System, West Zone, based on the North American Datum-1983/1994NAD 83/94. Establish benchmarks for future design reference.
- 2.4. Geotechnical Investigation.
- a. The sub-consultant will supervise 2 bores to be completed by the subconsultant's drilling company to depths of 10-30 feet below the existing ground surface or to practical refusal, whichever comes first. Note depth to rock or refusal (if encountered), the depth to groundwater, and classify soil in accordance with ASTM standards.
  - b. The sub-consultant will provide lateral earth pressures for existing types of soils, including seismic values and site classification, soil profiles, provide recommended back-filling procedures and recommendations for type(s) of foundations that would be suitable, re-use of onsite soils, structural fill specifications, over excavation recommendations, compaction specifications, allowable bearing capacities, estimated settling of tank (provide recommendations to minimize differential settlement of ¼" over 50 feet), groundwater depth, required frost protection depth, and infiltration testing.
- 2.5. Site Layout. Provide one plan view concept level drawing for up to two alternative site locations. Include general grading concepts and reflect considerations for tank dimensions, above grade, overflow piping location, overflow pond/channel, inlet piping, outlet piping, stormwater disposal.
- 2.6. Tank Alternatives. Evaluate up to two design alternatives with the Owner. Alternative evaluations will include an evaluation of prestressed concrete versus welded steel material construction.
- 2.7. Electrical and Controls. Coordinate with Owner and power utility to identify power constraints and Owner SCADA communication preferences. Prepare a narrative describing the communication strategy and objectives. It is anticipated that the existing solar system will be relocated to the new tank.
- 2.8. Opinion of Probable Cost. Provide an AAEC Class 5 opinion of probable cost for the project.

- 2.9. Workshop Meeting. Meet with Owner to review alternatives and select preferred alternative for design. It is anticipated that the workshop will occur after the delivery of the draft BDR.
- 2.10. Prepare BDR. Prepare draft BDR following the Nevada Department of Environmental Protection (NDEP) Guidelines. In addition to the minimum regulatory requirements, BDR to include concept drawings showing conceptual site layout and yard piping. Submit to Owner for review.
- 2.11. Final BDR. Incorporate Owner input and resubmit to Owner.

*Owner Responsibilities:*

- Provide summary of existing and future demands for the service area of the storage tank. Provide input on tank design criteria and preferred alternatives.
- Obtain or provide information for land parcel for the tank site, easement(s), and rights-of-way.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits / boring.
- Review and provide one set of consolidated comments on the Draft BDR.

*Assumptions:*

- Existing tank overflow elevation is anticipated to remain unchanged with the new tank. No computer modeling is anticipated in sizing the tank.
- Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- Surveying to be completed within existing right-of-way and easements; no boundary surveying to be completed. Owner to secure permission for access for surveying on private property (if applicable).
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Permitting will not be required for the tank overflow.
- Chlorine reinjection will not be a part of this project.
- No power is available to the site. The only existing power at the site is a minimal solar supply system.
- Three-dimensional fluid dynamic modeling for tank mixing is not included in scope of work.
- Pavement sections and curbing will not be needed for access and parking.
- Radio path survey, if required, will be provided by others or completed as an additional service.

*Deliverables:*

- Geotechnical Report.
- Agenda and meeting notes for Workshop Meeting.
- Draft and Final BDR (1 paper copy and 1 PDF copy)

**Task 3 – County Directed Services**

This task (as outlined in Title 4 in the agreement) includes completion of work unforeseen by the County and the Consultant. Any work under Task 3 must be approved by the County in writing prior to commencement.

**ADDITIONAL SERVICES (not included in scope of work)**

- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- Power utility rebate support
- Public outreach/meetings or stakeholder outreach support
- Field investigations, including subsurface investigations, to check available record drawings
- Construction phase surveying (quantities, staking, record)
- Funding administration support
- Project site tours
- Easements and right-of-way acquisition support; records of survey

**SCHEDULE**

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule	Comments
Task 1 – Project Management	90 days	Overall project schedule is anticipated to be 3 months.
Task 2 – Basis of Design Report	90 days	Basis of Design Report will be submitted to Owner and Agency within 90 days from receiving requested information from Owner.

**COMPENSATION**

While individual task budgets may be exceeded, as compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant’s standard title code billing rates.

Task	Type	Amount
Task 1 – Project Management	T&M	\$3,498
Task 2 – Basis of Design Report	T&M	\$39,419
Task 3 – County Directed Services	T&M	\$5,000
<b>TOTAL COST</b>		<b>\$47,917</b>

T&M = Time and Materials

**KELLER ASSOCIATES, Inc.  
2022 TITLE CODE BILLING RATES**

<u>Personnel Classification</u>	<u>2022 Hourly Rate</u>
Project Engineer - I	\$100 - \$120
Project Engineer - II	\$125 - \$160
Project Engineer - III	\$165 - \$215
Project Manager - I / II	\$130 - \$160
Project Manager - III	\$165 - \$215
Structural - I / II	\$100 - \$160
Structural - III	\$165 - \$210
Chief Engineer/Structural Engineer	\$250
CAD - I / II	\$80 - \$120
CAD - III	\$125 - \$140
CAD Manager	\$175
Electrical/Controls - I / II	\$105 - \$160
Electrical/Controls - III	\$165 - \$200
Principal	\$210 - \$250
Survey - I / II	\$100 - \$140
Professional Surveyor PLS	\$140 - \$175
Field Representative	\$105 - \$135
Engineering Student	\$70
Administration - I	\$65 - \$80
Administration - II	\$85 - \$100

**Other Billing Terms**

- Mileage: Billed at Federal Rate (currently \$0.585 per mile)
- Per Diem: \$60.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- After Hrs. & Weekend Field Work at Cost x 1.25
- Seepage Testing Equipment: \$800/month (1 month minimum charge)
- Flow Meter Equipment: \$900/month/meter (1 month minimum charge)
- 3D Survey Scanner Equipment: \$500/day
- Remote Bathymetric Survey Equipment: \$650/day
- UTV: \$90/day
- Specialty Software - Project specific
- The Title Code Billing Rates are effective January 1, 2022 and will be adjusted each January of subsequent years
- New employees may be added throughout the year

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

19th day of October, 2022

By Jacqueline Smith King Deputy