

Recorder's Office Cover Sheet

Recording Requested By:

Name: Nick Charles

Department: Public Works



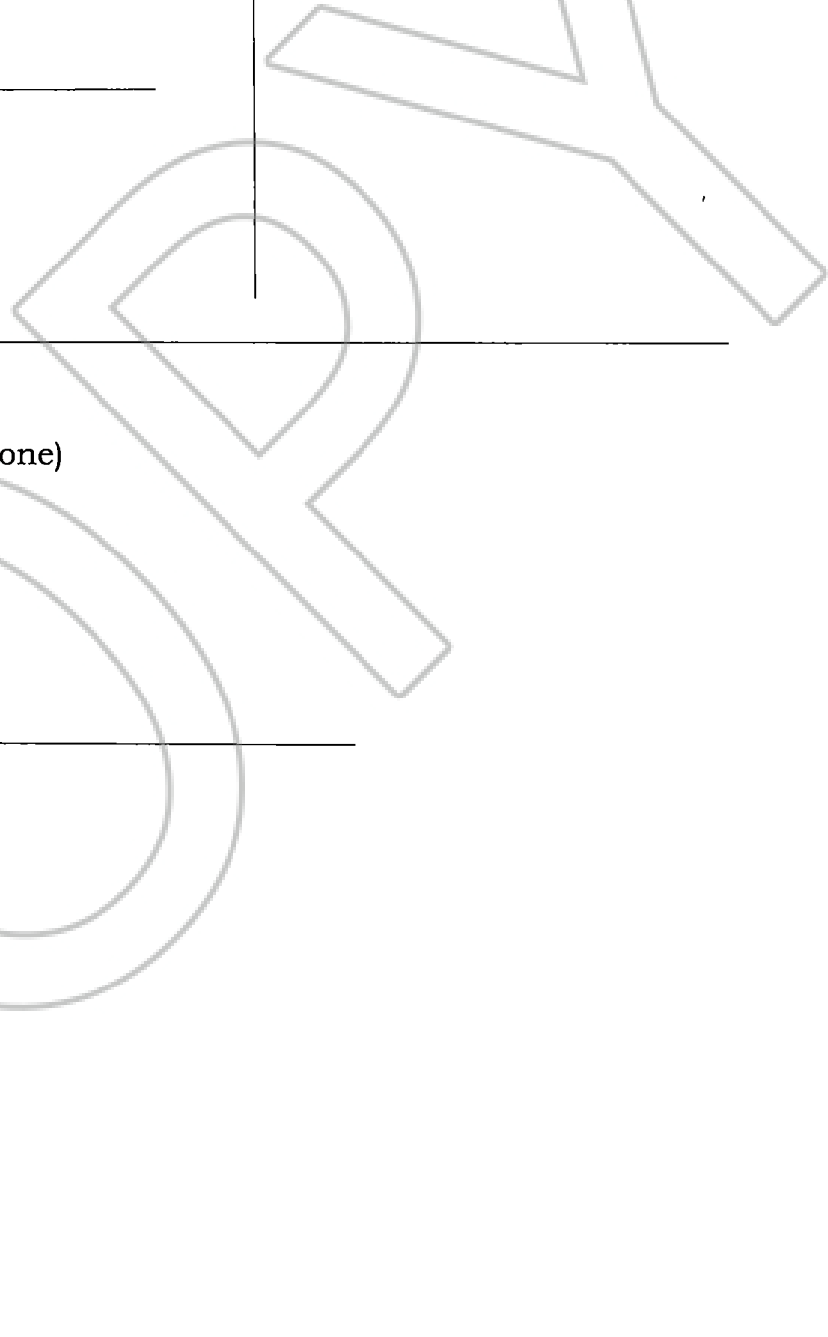
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SHAWNYNE GARREN, RECORDER

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

HDR ENGINEERING, INC.

FILED

NO. 2023. 211

8/23/23

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

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 (the "County"), and HDR Engineering, Inc., a Foreign Corporation (NV19851010291) ("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 for the duration of the Service Period, as more particularly set forth in Paragraph 4. Time is of the essence in this Contract, subject to unforeseeable events beyond Contractor's reasonable control, including, without limitation, acts of God, natural disasters, extended severe inclement weather, fire or wildfire, flood, earthquake, civil unrest or conflict, pandemic or epidemic, quarantine restrictions or the like, or extended utility or power outages or shortages to the extent not caused by Contractor. The extent of any delay attributable to the foregoing events shall be strictly limited to the time during which Contractor (or the work site) is directly and materially impacted such that work cannot reasonable progress during the pendency of such event. Contractor shall make all reasonable efforts to mitigate the impact and delay caused by the unforeseeable event.

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:

HDR Engineering, Inc. has entered into a contract with Douglas County to perform services through approximately July 31, 2024, 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 services related to: provide engineering services during design, permitting, bidding, and construction of an influent strainer at the Cave Rock Water Treatment Plant. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 for a total cost not to exceed one hundred and one thousand nine hundred thirty-nine Dollars (\$ 101,939.00) (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. Contractor shall be paid undisputed amounts within forty-five (45) days of invoice.

6. WARRANTY. Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services, installations, or work performed under this Contract shall be completed in accordance with this Contract. This term shall not be construed as a limitation on any other remedies that might be available to the County. The services will be provided in a professional manner and in conformity with the professional standards for comparable services in the industry and shall comply with the applicable specifications or other requirements set forth in this Agreement.

7. 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.

8. 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.

9. GENERAL & PROFESSIONAL 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.

10. 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.

11. 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 Exhibit A. 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 (Scope of Work) then Exhibit C (Fee Estimate) then Exhibit B (Schedule).

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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. Re-use of Contractor's deliverables for purposes not contemplated in this Agreement shall be at County's sole risk and without liability to Contractor.

18. 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 to the extent caused by and arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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
Post Office Box 218
Minden, Nevada 89423

To Contractor: HDR Engineering, Inc.
Attn: Joel Bellin
9805 Double R Blvd., #101
Reno, NV 89521

27. 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.

28. ALLOCATION OF RISK. County and Contractor have evaluated the risks and rewards associated with this project, including Contractor's fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of contractor (and its related corporations, subconsultants, and employees) to County and third parties granted reliance is limited to \$1,000,000 for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Contractor's services or this agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

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

HDR Engineering, Inc.

By: *Craig W. Smart*
Craig Smart, Associate Vice President

8/16/2023

(Date)

Douglas County

By: *Jennifer Davidson*
Jennifer Davidson, County Manager

08/22/2023

(Date)

EXHIBIT A-4 SCOPE OF SERVICES

Douglas County Public Works *Cave Rock Water System Improvements*

PROJECT UNDERSTANDING

During the fall of 2022 and spring of 2023 the Cave Rock Water Treatment Plant has experienced high levels of copepods entering the lake intake. The copepods have resulted in clogging of the recovery skid strainers, resulting in increased maintenance. Also, the raw water strainer needs to be 250 µm or less to protect the filter membranes per Dupont, and the existing strainer is 500 µm. Douglas County Public Works (DCPW) would like to replace the existing 500 µm basket strainer with a self-cleaning 250 µm strainer to reduce maintenance and protect the membranes. DCPW would like HDR to evaluate self-cleaning strainers; design and provide design drawings for strainer improvements; and provide permitting and bidding assistance for anticipated construction in the winter of 2023-24. It is anticipated that DCPW will pre-purchase the strainer.

SCOPE OF WORK

Task 14.1 – Project Management and Quality Control

Objectives

- Provide coordination and management of CONSULTANT services to meet project objectives.
- Provide for quality assurance/quality control (QA/QC) reviews of technical recommendations and project deliverables.

CONSULTANT Services

- Manage and coordinate CONSULTANT services described herein.
- Conduct and document QC reviews on deliverables.
- Prepare monthly project status and budget tracking reports and invoices.
- Assist with contract changes.
- Notify DCPW of budget or schedule issues, or out-of-scope requirements in the monthly status report.
- Conduct project kick-off meeting with DCPW. CONSULTANT project manager and project engineer to attend meeting. Meeting to be at the Lake or in Minden at Douglas DCPW Public Works office.
- Work collaboratively with the DCPW during the design process.

DCPW Responsibilities

- Review and pay monthly invoices.
- Work with the CONSULTANT project manager to review and negotiate scope changes.
- Participate in the review of the deliverables.
- Provide review comments and feedback as requested by the project design team. It is assumed that the DCPW will return review comments within 10 working days from submittal.

Assumptions

- The design is anticipated to occur from August 2023 through December 2023, as shown in the attached schedule.

Deliverables

- Monthly invoices and status reports over anticipated project duration of (6) months.

Task 14.2 – Screening Equipment Technical Memorandum (TM)

CONSULTANT will evaluate up to three (3) 250 μ m self-cleaning strainers for this application. The evaluation will include the following considerations:

- Ability to fit within the existing piping layout
- Headloss at design flow
- Ease of maintenance
- Waste flush volumes
- Cost

The TM will include the following items:

- Description of project
- Summary of design considerations for up to three strainers
- Preliminary piping plan
- Recommendations
- Manufacturer equipment information including cut sheets and specifications
- Class 4 Cost Opinion for the recommended option

14.2.1 – Draft Equipment TM

CONSULTANT will prepare one draft TM up to 10 pages in length.

Deliverables: PDF files of draft TM.

14.2.2 – Review Meeting

CONSULTANT will conduct a review meeting with the DCPW to discuss the Screening Equipment TM. It is assumed the meeting will be conducted using Microsoft Teams. Responses to the DCPW's comments will be incorporated into the final TM.

Deliverables: Meeting notes.

14.2.3 – Final Equipment TM

CONSULTANT will revise the draft TM based on the DCPW comments and discussion during the review meeting. This task assumes one round of revisions to the TM.

Deliverables: PDF file of final TM.

Task 14.3 – Final Design

14.3.1 – 90% Design Submittal

Submittal will include 90 percent design drawings, specifications, and engineer's opinion of probable cost (EOPC). The following drawings are anticipated for the project.

Table 1 – Preliminary List of Drawings		
No.	Sheet No.	Sheet Name
General		
1	G001	Cover Sheet & Sheet Index
2	G002	Locations Maps
3	G003	General Notes & Abbreviations
Demolition		
4	X100	Strainer Demolition Plan
5	X101	Details - 1
Civil		
6	C100	WTP & Lift Station Piping Plan
Process		
7	D100	Piping Plan - Upper
8	D101	Piping Plan - Lower
9	D200	Sections & Details
Electrical		
10	E001	Standard Symbols and Legend
11	E100	Plan & Details

Assumptions

- CONSULTANT shall be entitled to reasonably rely upon the information and data provided by DCPW or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of Services.
- Design will be done using Revit modeling software and the existing Cave Rock WTP model and lidar point cloud.
- Drawings will be prepared in AutoCAD 2022 format using HDR standards.
- Technical specifications will be prepared using Microsoft Word with HDR master specifications in CSI 6 digit format, and HDR standard formatting.
- Front ends will be provided by the DCPW based on the Engineer's Joint Contract Documents Committee (EJCDC) documents. DCPW will edit the EJCDC documents and prepare the front end documents including the bidder's checklist, advertisement for bids, instructions to bidders, bid form, bid schedule, bid bond, bidder's qualification statement, general conditions, supplementary conditions, and Nevada prevailing wage determination. CONSULTANT will coordinate Division 01 sections with DCPW, and provide sections related to the technical specifications.

Deliverables

- Pdf files of drawings, technical specifications, and EOPC.

14.3.2 –Review Meeting

CONSULTANT project manager, BIM designer and electrical engineer will attend a design review meeting with DCPW. It is assumed that the meeting will be conducted on MS Teams. Review comments from the DCPW will be incorporated into the 100% Design submittal. CONSULTANT will provide meeting notes to the group.

14.3.3 – 100% Design Submittal

Submittal will include 100 percent drawings, front end contract documents (provided by DCPW), technical specifications, and engineer's opinion of probable cost. 100% drawings and specifications will be submitted to NDEP for review.

Deliverables

- Pdf, cad, and word files of drawings, , technical specifications, and EOPC.

14.3.4 – Issued For Bids Submittal

The issued for bids submittal will incorporate DCPW comments from the 100% design review.

The submittal will include stamped drawings and technical specifications, and front end contract documents (provided by DCPW).

Task 14.4 – Permitting Assistance

CONSULTANT will assist the DCPW with obtaining project approval from the following agencies.

- NDEP Bureau of Safe Drinking Water
- Douglas DCPW Building Permit

For NDEP permitting assistance, CONSULTANT will:

- Provide plans and specifications for submission to NDEP Bureau of Safe Drinking Water at the final design level.
- Respond to NDEP comments and make changes to drawings and specifications as necessary. This task assumes one round of comments and responses.

For Douglas County Building Department, CONSULTANT will:

- Provide plans and specifications for submission to the Building Department at the final design level.
- Respond to Building Department comments and make changes to drawings and specifications as necessary. This task assumes one round of comments and responses.

Deliverables

- Two full size wet stamped drawings and specifications, and one electronic version (pdf file format) to NDEP BSDW.
- One electronic version (pdf file format) to Douglas County Building Department.

14.5 Miscellaneous Meetings

Up to eight (8) hours of project manager time and eight (8) hours of BIM designer time will be budgeted for meetings with DCPW, not covered under previous tasks.

14.6 Bid Assistance

Subtask 14.6.1 – Pre-Bid Meeting

CONSULTANT project manager will attend one pre-bid meeting for the project at the Minden Office or WTP.

Subtask 14.6.2 - Bid Period Services

CONSULTANT will respond to bidders questions, prepare contract addenda, and review bids. This scope assumes up to 2 project addenda.

Subtask 14.6.3 – Conformed for Construction Documents

CONSULTANT will prepare one set of Conformed for Construction contract documents, incorporating any addenda issued during the bid period.

Deliverables:

- Up to two (2) project addenda total.
- Conformed for Construction Documents (pdf/cad/word doc).

14.7 Construction Assistance

Construction Assistance is limited to the following specific tasks.

Subtask 14.7.1 – Startup Assistance

This task assumes up to ten (10) hours for the Project Manager and ten (10) hours for the WTP Operations Specialist.

Subtask 14.7.2 – Record Drawings

CONSULTANT will prepare Record Drawings based on the contractor's completed redlines.

Deliverables:

- Field/meeting notes.
- Record Drawing files (pdf/cad).

SCHEDULE

The anticipated schedule of the work is shown in Exhibit C, based on the assumed Notice to Proceed date.

COMPENSATION

HDR Engineering, Inc. will perform the Scope of Work described herein on a time and materials basis for a not to exceed amount of \$101,939.

HDR Engineering, Inc. will not exceed this fee without prior authorization from DCPW. A breakdown of the estimated fee is shown in Exhibit B, and billing will be made on a time and expense basis, not to exceed the authorized amounts, in accordance with the standard rate schedule. HDR Engineering, Inc. reserves the right to transfer funds between tasks as project developments require, as long as the total effort limit is not exceeded.

Table 3 - Estimated Work Effort and Cost

Douglas County Public Works
 Cave Rock Water System Improvements - Amendment No.4

7/6/2023

Task No.	Task Description	Project Principal	QC / Technical Specialist	Project Manager	Process Engineer	Senior Electrical Engineer	Civil EIT	Structural Engineer	Operations Specialist	BIM Designer	CAD Technician	Project Controller	Project Coordinator	Total HDR Labor Hours	Total HDR Labor (\$)	Expenses (\$)	Total Cost (\$)					
14.1.1	Project Management	0	2	8	0	0	0	0	0	0	0	8	4	22	\$4,244	\$106	\$4,350					
	Subtotal Task 14.1													22	\$4,244	\$106	\$4,350					
14.2.1	Screening Equipment TM		4	24		6	24	6		12			4	80	\$15,949	\$369	\$16,348					
14.2.2	Draft Equipment TM		4	4		2	4						2	6	\$1,649	\$41	\$1,691					
14.2.3	Review Meeting		4	6		2	8			4			2	22	\$4,062	\$102	\$4,164					
	Final Equipment TM		4	6		2	8			4			2	22	\$4,062	\$102	\$4,164					
	Subtotal Task 14.2	0	4	34	0	10	32	0	6	16	0	0	6	108	\$21,661	\$542	\$22,203					
14.3.1	Final Design		6	25		8	24	4		40	40		6	153	\$27,980	\$699	\$28,679					
14.3.2	90% Design Submittal		6	4		2	3			3			12	12	\$2,537	\$63	\$2,601					
14.3.3	Review Meeting		3	12		4	12			20	20		3	74	\$13,664	\$342	\$14,006					
14.3.4	100% Design Submittal		3	4		2	2			4	4		3	19	\$3,659	\$91	\$3,751					
	IFB Set		9	45	0	16	41	4	0	67	64	0	12	258	\$47,840	\$1,196	\$48,036					
	Subtotal Task 14.3	0	9	45	0	16	41	4	0	67	64	0	12	258	\$47,840	\$1,196	\$48,036					
14.4.1	Permitting Assistance			6		1	6				4		2	19	\$3,342	\$84	\$3,426					
14.4.2	NDEP			2		2							2	6	\$1,456	\$36	\$1,494					
	Douglas County Building Department			8		3	6				4		4	25	\$4,800	\$120	\$4,920					
	Subtotal Task 14.4	0	0	8	0	3	6	0	0	0	4	0	4	25	\$4,800	\$120	\$4,920					
14.5.1	Misc Meetings			8		0	0			8	0		0	16	\$3,513	\$88	\$3,601					
	Miscellaneous Meetings			8		0	0			8	0		0	16	\$3,513	\$88	\$3,601					
	Subtotal Task 14.5	0	0	8	0	0	0	0	0	8	0	0	0	16	\$3,513	\$88	\$3,601					
14.6.1	Bid Assistance			4		2	4			4	4		4	4	\$997	\$25	\$1,021					
14.6.2	Pre-Bid Meeting		2	8		2	4			4	4		4	24	\$4,998	\$125	\$5,123					
14.6.3	Bid Period Services		4	4		2	4			4	4		4	14	\$2,987	\$75	\$3,062					
	Conformed for Construction Documents		4	4		2	4			4	4		4	14	\$2,987	\$75	\$3,062					
	Subtotal Task 14.6	0	2	16	0	4	4	0	0	8	8	0	0	42	\$6,982	\$225	\$7,207					
14.7.1	Construction Assistance			10		0	0		10					20	\$4,816	\$120	\$4,936					
14.7.2	Startup Assistance			2		0	4			8	8			22	\$3,598	\$90	\$3,688					
	Record Drawings		0	12	0	0	4	0	10	8	8	0	0	42	\$8,414	\$210	\$8,624					
	Subtotal Task 14.7	0	0	12	0	0	4	0	10	8	8	0	0	42	\$8,414	\$210	\$8,624					
COLUMN TOTALS														17	131	87	84	26	513	\$95,453	\$2,486	\$101,939

EXHIBIT - C
Cave Rock WTP Strainer Schedule

Milestone	Duration (days)	Start Date	Finish Date
Notice to Proceed	1	8/17/2023	
Screening Equipment TM			
Draft TM	21	8/17/2023	9/7/2023
Review Period & Mtg	17	9/7/2023	9/24/2023
Final TM	14	9/24/2023	10/8/2023
90% Design			
90% Design Submittal	30	10/8/2023	11/7/2023
Review Period & Mtg	17	11/7/2023	11/24/2023
100% Design			
100% Design Deliverable	14	11/24/2023	12/8/2023
Review Period	7	12/8/2023	12/15/2023
IFB Design Deliverable	10	12/8/2023	12/18/2023
Permitting			
NDEP Permitting	45	11/7/2023	12/22/2023
Address NDEP Comments	14	12/22/2023	1/5/2024
County Building Dept	14	12/18/2023	1/1/2024
Bid Phase			
Advertise for Bids	30	1/1/2024	1/31/2024
Review Bids and Award Contract	45	1/31/2024	3/16/2024
Construction Phase			
Pre-Con Mtg	14	3/16/2024	3/30/2024
Approve Submittals	30	3/30/2024	4/29/2024
Equipment Procurement	60	4/29/2024	6/28/2024
Substantial Completion	45	6/28/2024	8/12/2024
Disinfection and Testing	7	8/12/2024	8/19/2024
Final Completion	14	8/19/2024	9/2/2024

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

23rd day of August, 2023

By Jacqueline W. [Signature] Deputy