

No Fee

Doc Number: **0832801**

10/30/2013 09:19 AM

OFFICIAL RECORDS

Requested By
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 7 Fee: \$ 0.00

Bk: 1013 Pg: 5791



Deputy ar

Assessor's Parcel Number: N/A

Date: OCTOBER 29, 2013

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS
(JF)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CHANGE ORDER NO. 1 (#2013.246)

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

FILED

CHANGE ORDER

No. 2023.274

No. 1

2013 OCT 29 PM 3:06

PROJECT: 2013 Road Seal and Overlay Project

TED THUAN
CLERK

DATE OF ISSUANCE: September 11, 2013 EFFECTIVE DATE: September 11, 2013

OWNER: Douglas County Public Works, Douglas County, NV

OWNER's Contract No. PWP-DO-2013-150

CONTRACTOR: SNC, Inc. ENGINEER: Jeff Foltz, PE.

You are directed to make the following changes in the Contract Documents.

Description: 1. To reconcile bid quantities to actual field quantities as shown on the attached tabulation.

2. Adjust utilities to grade; 7 water valves & 1 survey @ 625.00ea; \$5000.00.

3. Slurry Garnet Ct. per attached quote: \$4719.00

Reason for Change Order: To allow payment for actual constructed field quantities and to do work not in base bid..

Attachments: Tabulation of Actual Field Quantities, contractors quote.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price <u>\$424,007.00</u>	Original Contract Times Substantial Completion: <u>August 9, 2013</u> Ready for final payment: <u>August 23, 2013</u>
Net changes from previous Change Orders <u>\$0</u>	Net change from previous Change Orders <u>0</u> days
Contract Price prior to this Change Order <u>\$424,007.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>August 9, 2013</u> Ready for final payment: <u>August 23, 2013</u>
Net Increase of this Change Order <u>\$15,645.71</u>	Net Increase of this Change Order <u>51</u> days
Contract Price with all approved Change Orders <u>\$439,652.71</u>	Contract Times with all approved Change Orders Substantial Completion: <u>September 30, 2013</u> Ready for final payment: <u>October 14, 2013</u>

RECOMMENDED:

By: J. Foltz
Engineer (Authorized Signature)

Date: 10/22/13

APPROVED:

By: [Signature]
Owner (Authorized Signature)

Date: 10-28-13

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10-17-2013

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

2013 Road Seal and Overlay Project

Item	description	bid Q	unit	Unit \$	bid \$	Final Q	Final \$
1	Mob	1	LS	20,000.00	20,000.00	1	20,000.00
2	Traffic Control	1	LS	11,893.39	11,893.39	1	11,893.39
3	AC patching	3698	sf	4.75	17,565.50	3746	17,793.50
4	2" OL @ Borda	1500	sf	3.00	4,500.00	1400	4,200.00
5	Kimmerling Rd chip	353525	sf	0.19	67,169.75	369288	70,164.72
6	E Valley Rd so of fish Springs chip	178141	sf	0.20	35,628.20	176835	35,367.00
7	Fish Springs chip	51975	sf	0.21	10,914.75	51975	10,914.75
8	Windmill chip	28183	sf	0.21	5,918.43	27093	5,689.53
9	Drayton chip	46468	sf	0.22	10,222.96	55988	12,317.36
10	Heybourne chip	93969	sf	0.21	19,733.49	87368	18,347.28
11	Saw cut Drayton	1700	lf	1.35	2,295.00	958	1,293.30
12	Drayton double chip on fabric	3781	sy	6.00	22,686.00	3322	19,932.00
13	E Valley Rd no of Fish Springs double chip over "A" fabric	2984	sy	6.40	19,097.60	2984	19,097.60
14	E Valley no of Fish Springs double chip over "B" fabric	4000	sy	6.70	26,800.00	4000	26,800.00
15	E Valley no of Fish Springs double chip over "C" fabric	4000	sy	7.00	28,000.00	4000	28,000.00
16	2 1/2" OL on E Valley Rd	910	tn	100.00	91,000.00	989.78	98,978.00
17	Shouldering	4890	lf	1.30	6,357.00	4464	5,803.20
18	12" stop bars	7	ea	54.00	378.00	9	486.00
19	X-walk striping	1	ea	210.00	210.00	1	210.00
20	4' white fog line	52689	lf	0.22	11,591.58	52944	11,647.68
21	8" solid white	813	lf	0.80	650.40	367	293.60
22	Turn Arrows	23	ea	52.00	1,196.00	23	1,196.00
23	Single 4" centerline	2242	lf	0.15	336.30	1008	151.20
24	4" double yellow	28179	lf	0.35	9,862.65	26736	9,357.60
				\$	424,007.00		429,933.71
				\$	Total CCO work		9,719.00
				\$			439,652.71

CCO #1 Adjust utilities to grade 7 water valves and 1 survey @ 625.00 ea = \$5000.00
 Slurry Garnet Ct. per quote: \$4719.00

Total CCO work



PROPOSAL & CONSTRUCTION CONTRACT

SIERRA NEVADA CONSTRUCTION, INC.

July 1, 2013

Douglas County Community Development
Jeff Foltz, P.E.
1594 Esmeralda Ave
Minden, NV 89423

mail
po box 50760
sparks, nv 89435-0760

yard
2055 east greg street
sparks, nv 89431

775-355-0420 phone
775-355-0535 fax

nv lic. #25565 ca lic. #593393

Regarding: Type 2 Microsurfacing (Garnet Ct)

Jeff:

This proposal dated 7/1/2013, for work to be performed at Garnet Ct (Douglas County), herein designated the "Project" shall become a binding contract upon execution by SIERRA NEVADA CONSTRUCTION, INC, hereinafter designated "Contractor" and Douglas County, hereinafter designated "Owner". Owner represents that he/she is the Owner of the real property upon which the construction improvement is to be made.

WITNESSETH: That Contractor and Owner, for the consideration hereinafter set forth agree as follows:

Section 1. **Scope of Work:** Contractor acknowledges that it is familiar with the nature and location of the work and shall furnish all materials and perform all of the work. All work shall be performed by Contractor to industry standard and Contractor shall use its best skill and judgment in performance of all work under this agreement. Contractor shall perform the work as attached herein.

The following table shall serve as a breakdown of our proposal:

ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
Type 2 Microsurfacing: ➤ Apply a single coat of Type 2 Microsurfacing at an application rate of 15 lbs/sy on owner prepared grade.	12,100 SF	\$.39	\$4,719.00
TOTAL:			\$4,719.00

Section 2. **Special Conditions & Exclusions:**

1. This proposal is based on the above scope of work being performed in the phasing outlined above. If the project is completed on more than the quoted phasing, an additional \$3,500.00 will be charged per each mobilization.
2. This proposal is based on a 5 day/week, 8 hour/day work schedule.
3. This proposal is based on all work being awarded to SNC. We reserve the right to modify our prices if only selected portions of the quoted work are awarded to SNC.
4. This proposal is based on all work being performed before August 2013. If schedule dictates work being performed after that date, SNC reserves the right to raise our prices to account for labor, equipment, and/or material price escalation.
5. All work will be field measured and billed at the unit prices outlined above.
6. All work not specifically detailed in the scope of work is excluded.
7. All quoted work shall be constructed in accordance with the Standard Specifications for Public Works Construction.

PROPOSAL & CONSTRUCTION CONTRACT

8. This proposal is based on mutually agreeable contract terms being negotiated.

Section 3. Contract Amount and Payment: Owner shall pay contractor, as full compensation for furnishing all material, equipment and labor, the amount set forth in the schedule of values attached herein. Contractor shall invoice for progress estimates monthly in proportion to the amount of work completed. Progress estimates are due and payable from the Owner to Contractor within 30 days of Contractor's invoice date. Final payment shall be due upon completion of proposed work. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing at the place where the Project is located. In the event the Owner shall fail to make payment at all times and in the amounts provided for in this agreement, Contractor shall have the right to stop work. In such event, all amounts due Contractor, including retention if any, shall immediately become payable and Contractor shall have the right to recover all damages (including interest, applicable penalties and legal fees) sustained by Contractor as a result of such breach of contract by Owner.

Section 4. Commencement and Progress: Time is of the essence with this contract. Contractor shall commence the performance of this contract as soon as is practicable following notification by the owner to do so, and shall continue diligently to complete such work in conformity with this agreement in accordance with the plans and specifications (if applicable) or a mutually agreeable time schedule.

Section 5. Unavoidable Delays/Extension of Time: In the event Contractor shall be delayed in the performance of the work under this contract by causes beyond the control of the Contractor and without the fault or negligence of Contractor, including but not limited to change orders, acts of God, inclement weather, acts of any government agency, acts of terror, unsuitable ground conditions or delays caused by vendors or other contractors, Contractor shall have such period of time to complete the performance of this contract as shall be necessary as a result of such causes.

Section 6. Changes: Any changes to the scope of work specified in or any additional work shall be requested in writing by Owner. Contractor shall provide a reasonable and fair price for the changed or additional work. Additional or changed work will be performed upon the completion of an executed Change Order.

Section 7. Insurance: The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance, which shall be maintained until final payment has been made from Owner to Contractor. Contractor shall purchase and maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death or injury to property which may arise from and during the operation of this contract.

Section 8. Indemnity: Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries, and judgments arising from our out of any negligence of contractor, its agents, employees or subcontractors performing the work under this contract. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the negligence or misconduct of Owner or owner's agents.

Section 9. Interpretation: It is acknowledged by Contractor and Owner that this Contract has been prepared by Contractor, however, in the event of any dispute over the meaning, construction, interpretation or application of any provision, the same shall be interpreted fairly and reasonably and neither more strongly for or against either party by virtue of the fact that the Contract has been drawn by Contractor and no presumption shall arise by reason of that fact.

Section 10. Binding Agreement: This agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto. This contract may not be assigned by Contractor or Owner without prior written approval of both parties.

Section 11. Claims and Disputes: A claim (demand or assertion) by one party seeking adjustment or interpretation of Contract terms, payment of monies, extension of time or other relief with respect to the terms of the Contract, or any other dispute or matter in question between the Owner and Contractor arising out of or relating to the Contract must be initiated by written notice. Any claim unresolved by the parties shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The prevailing party shall be entitled to arbitration costs and reasonable attorneys' fees.

Section 12. Laws and Regulations: Contractor and Owner shall comply with all Federal, State and local laws, ordinances, rules and regulations, which govern or apply to the completion of the subject work. To the best knowledge and belief of

PROPOSAL & CONSTRUCTION CONTRACT

Owner and Contractor, this contract contains no provision that is contrary to Federal, State or local law or ruling or regulation of a Federal, State or local agency. Should, however, any provision of this contract at any time during its term be in conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted. In the event any provision of this contract is thus held inoperative, the remaining provisions of this Contract shall remain in full force and effect to the extent permitted by law.

Section 13. **Governing Law:** This contract shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. Jurisdiction for all purposes shall be Washoe County.

Section 14. **Entire Agreement:** This agreement represents the entire agreement between Owner and Contractor and supersedes any prior written or oral representations.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE THE COMPLAINTS AGAINST CONTRACTORS, AND ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR STATE LICENSE BOARD

IN WITNESS WHEREOF, the parties hereto have executed this Contract this 1st day of July 2013, at Sparks, Nevada.

Douglas County
Owner
1594 Esmeralda Ave
Minden, NV 89423
(775) 782-6233

SIERRA NEVADA CONSTRUCTION, INC.
P.O. Box 50760
2055 East Greg Street
Sparks, Nevada 89431
775-355-0420

By: _____
Jeff Foltz

By: _____
Alex Faust

Its: _____

NOTE: This document has important legal consequences. Consultation with an attorney prior to execution of this document is encouraged.

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

29th day of July, 2013

By: _____ Deputy