

Doc Number: **0848978**

09/03/2014 01:12 PM

OFFICIAL RECORDS

Requested By:

DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 19 Fee: \$ 0.00

Bk: 0914 Pg: 500



Deputy: ar

Assessor's Parcel Number:   N/A  

Date:   SEPTEMBER 3, 2014  

Recording Requested By:

Name:   JEANE COX, COMMUNITY DEVELOPMENT  

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$   N/A  

  CONTRACT #2014.178  

(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.*

# CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN  
**DOUGLAS COUNTY**  
**P.O. BOX 218**  
**MINDEN, NV 89423**  
**(775) 782-9821**  
**"COUNTY"**

AND

**R.O. ANDERSON ENGINEERING INC.**  
**1603 ESMERALDA AVENUE**  
**P.O. BOX 2229**  
**MINDEN, NV 89423**  
**"CONTRACTOR"**

*[Signature]*  
TED THIRAN  
CLERK  
DEPUTY

2014 SEP -3 AM 10:48

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FILED

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 R.O. Anderson Engineering Inc., a Nevada corporation ("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 professional 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. EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners. Time is of essence for performance of the professional services described herein. The term of the Contract shall run from August 21, 2014 through August 21, 2015. This Contract may be extended, provided both parties agree in writing, which must be attached as an Amendment to this Contract. If extended, all provisions of this Contract remain in effect.

**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; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**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:

R.O. Anderson Engineering Inc. has entered into a contract with Douglas County to perform work from August 21, 2014 to August 21, 2015 and requests that the 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  
Attn: Douglas County Engineer  
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 the professional services to be performed are complete design and engineering services for the Martin Slough Shared Use Path from the Gilman Ponds in Gardnerville to the Martin Slough Trail Head in Minden as further described in the attached Exhibit A, which is incorporated herein. The Shared Use Path is anticipated to be a 10-foot wide paved path with 2-foot gravel shoulders on either side. The total length of the Shared Use Path is approximately 2.61 miles.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed One Hundred Forty Seven Thousand and Ninety-Six Dollars (\$147,096) (the "Contract Price"). In addition, the County does not agree to reimburse Contractor for travel expenses and per diem allowances. 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 by Contractor may only be made for reimbursement of actual cash disbursed by Contractor. 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 approved budget. The requests for payments shall be verified by the County Manager or his designee. Requests for payment submitted pursuant to this Contract shall be paid within thirty (30) days.

**6. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving written notice of such breach and having been given an opportunity to cure the breach. The County may terminate the Contract without cause provided that termination shall not be effective until 30 days after the County has served written notice upon the Contractor. All monies due and owing up to the point of termination shall be paid by the Agency, unless the contract is terminated pursuant to paragraph 21.

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

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's

discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**8. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator. 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. The mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

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

**11. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including but not limited to, the contracting agency, Nevada Department of Transportation, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**12. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Any files, books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the

performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**14. INDEMNIFICATION.** Contractor shall save, hold harmless, and indemnify Agency, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of or connected with work performed under this Agreement resulting from any negligent acts, errors or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

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

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

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

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

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

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

**To County:** Douglas County  
Attn: County Engineer  
1594 Esmeralda Avenue  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-9063

**To Contractor:** R.O. Anderson Engineering Inc.  
Attn: Jeremy Hutchings  
1603 Esmeralda Ave  
P.O. Box 2229  
Minden, NV 89423  
Telephone: (775) 215-5010

**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from the 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, the County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify the County of any other contracts or projects Contractor is working on that may impact or interfere with this Contract y.

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

By: Nancy McDermid August 21, 2014  
Douglas County (Date)

By: Robert O. Anderson, Inc  
Contractor (Date)  
8-27-14

Attest:  
Ted Thran  
By: \_\_\_\_\_  
Ted Thran, Clerk

By: L. Suduca  
Clerk to the Board

# Anderson

**REVISED July 10, 2014**

**Via E-mail & U.S. Mail**

Barbra Resnik, PE, CFM – Civil Engineer II  
**DOUGLAS COUNTY COMMUNITY DEVELOPMENT**  
1594 Esmeralda Avenue  
P.O. Box 218  
Minden, NV 89423

**Proposal for Professional Services  
Martin Slough Multimodal Trail**

Dear Barbra:

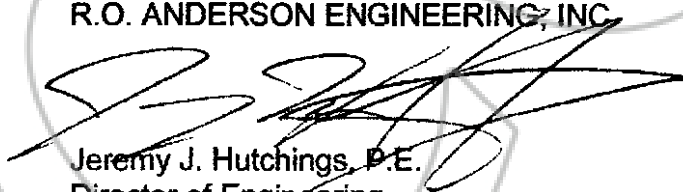
We understand that Douglas County wishes to proceed with the design and permitting of the Martin Slough Multimodal Trail in the Minden-Gardnerville area of Nevada. The alignment of the proposed trail is generally shown on the attached schematic alignment. Timing will be important for this project and I have included an anticipated schedule for the tasks outlined in the scope of services.

At your request, please find attached our Scope of Services and fee arrangement that we anticipate will be necessary to assist you with this project. As requested, I have included an approximate man-hour spreadsheet on a task-level basis; however, this is for reference purposes only as the proposal will be based on a lump sum amount unless specifically noted otherwise.

During your review of this information, should you have any questions or wish to discuss this proposal together, please do not hesitate to contact me. We appreciate your consideration of R.O. Anderson Engineering for this project.

Sincerely yours,

**R.O. ANDERSON ENGINEERING, INC.**



Jeremy J. Hutchings, P.E.  
Director of Engineering

## EXHIBIT A

S:\PROPOSALS\Commercial\Douglas County\2014 Martin Slough\Revised Proposal Martin Slough Multimodal Trail 07.10.14.doc



## Engineer's Scope of Services

The scope of services, budgets and timeframes described below are based on the following understanding of the project:

- The project generally consists of the design and permitting of a Class I Pedestrian Path/Bikeway (per draft detail A04) between Minden and Gardnerville as shown on the schematic alignment.
  - 10-Ft AC paved width
  - 24-Inch gravel shoulder each side of path
  - 14-Ft total width
  - Constructed at or near existing grade.
  - Overall length of trail is approximately 9,250-Ft
- The alignment contemplates six minor irrigation ditch crossings and one major irrigation ditch crossing.
- The current schedule is forecasting a Summer 2016 construction period.
- Owner/ A.P.N.: The path alignment multiple parcels and are best summarized on Exhibit 'C'.
- Project Area: 3 Acres±
- Entitlement: Not applicable
- Master Plan: Not applicable
- Zoning: Not applicable
- NEPA: Categorical Exclusion
- Flood Information: Zone A, AE and Shaded X
  - FIRM 32005C0235G, dated January 20, 2010
  - FIRM 32005C0255G, dated January 20, 2010
  - Path alignment assumed to mainly be located outside of floodway

### **Task 1 – Surveying:**

The Engineer will perform a preliminary site investigation and topographical survey of the project site identifying relative locations of existing physical features including ground elevations. The contour interval for the topographic survey will be 1-FT which is appropriate for design. The vertical datum will be NAVD 88. The survey will encompass the project area as identified on the schematic alignment. The information gathered in this task will be incorporated into the improvement plans. The centerline of the path alignment will be identified during the field work of this task by placing lath with flagging at roughly 100-FT intervals along the alignment. The intent of flagging the alignment will be to allow the Owner and sub-consultants to be able to easily identify and review the alignment in the field prior to commencing with design work.

**Budget:** *Task 1 will be provided for the lump sum amount of \$5,900.*  
**Deliverable:** *One hard copy and one digital copy (AutoCAD and PDF format) of the topographic survey of existing site conditions.*

### **Task 2 – NEPA Reports:**

As part of the NEPA review process it is our understanding that based upon previous scoping efforts between the Owner and NDOT the following environmental reports will be required: architectural, wetland delineation and cultural. It is understood that these reports are a necessary part of the NEPA Categorical Exclusion authorization process. These reports will be sub-consulted and cover the following specific scope of services:

- **Architectural.** The purpose of the architectural resource review is to support the Section 106 consultation procedures as required by the National Historic Preservation Act of 1966 (NHPA), as amended. The architectural resource survey process includes planning and background research prior to initiation of fieldwork, a field survey, and organization and presentation of survey data in the survey report. The area of potential effect (APE) will be developed in consultation with NDOT and the State Historic Preservation Officer (SHPO) and/or Tribal Historic Preservation Office (THPO) to establish the area in which identification efforts will occur. A clearly defined survey methodology will be submitted to SHPO for review in conjunction with a letter initiating consultation before fieldwork begins. Fieldwork will include the completion of Nevada State Historic Preservation Office Historic Resource Inventory Forms (HRIF) for architectural resources identified in the APE. This scope assumes identification and documentation of up to 10 architectural resources. After completion of the field survey, architectural resources will be evaluated for National Register eligibility according to 36CFR 60.4. based on comments received on the draft report. NDOT will review the report and coordinate with SHPO for approval.
- **Wetland Delineation.** A wetlands specialist will conduct a delineation of wetlands and other waters of the United States and prepare a report suitable for submission to the United States Army Corps of Engineers (USACE) for verification. The delineation will cover the proposed trail alignment as shown on Exhibit 'C'. Wetlands will be delineated using the delineation protocols described in the USACE 1987 Wetland Delineation Manual and the USACE Arid West regional supplement. This method employs a three-parameter approach to delineating wetlands that determines the presence of hydrophytic vegetation, hydric soils, and wetland hydrology. For most circumstances, all three indicators must be present for the area to be a wetland. Hydrophytic vegetation will be classified as outlined in the 2014 National Wetland Plant List. Routine on-site delineation forms will be completed for sample areas to determine wetland boundaries. Additionally, potential other waters of the United States will be analyzed for the presence of Ordinary High Water Mark (OHWM) indicators, and mapped to the limits of the study area. While only the USACE can make a final determination as to jurisdiction, the report will include a discussion of potential USACE jurisdiction based on regulatory guidance at the time of the report preparation. A preliminary wetland delineation report will be prepared that meets the Minimum Standard for Acceptance of Preliminary Wetlands Delineations.

This effort contemplates a draft and a final report based upon review comments received.

- **Cultural.** The sub-consultant will prepare an archaeological resource survey and review of the project area. This will include linear inventory with shovel testing a 30 meter wide corridor of the project alignment and a records search for 1.0 mile radius of the project. The results of the investigations will be presented in a report for submittal to NDOT's Archaeologist. The scope of service contemplates working with NDOT's Archaeologist and coordinating with SHPO for final approval. This effort contemplates a draft and a final report based upon review comments received.

**Budget:** *Task 2 will be provided for the lump sum amount of \$22,604.*

**Deliverable:** *One hard copy and one digital copy (PDF format) of the preliminary and final NEPA reports.*

**Task 3 – Floodplain Hydraulic Evaluation:**

Since it is anticipated that the trail will be constructed at approximately existing grade it is assumed that the impact to the floodplain will be negligible. The Engineer will perform a floodplain impact analysis to confirm this assumption as well as provide a specific design at locations where the trail alignment crosses irrigation and drainage facilities such as sloughs and ditches. The analysis will use the topographic survey as well as LiDAR topography as may be necessary. The results of the analysis will be presented in a letter report. This effort contemplates a draft and a final report based upon review comments received.

**Budget:** *Task 3 will be provided for the lump sum amount of \$16,210.*

**Deliverable:** *One hard copy and one digital copy (PDF format) of the report.*

**Task 4 – Engineering Design:**

This task encompasses the main elements of design, bidding and construction services including the geotechnical report, the civil improvement plans, bid process and services during construction. The specific scope of services is more fully described below:

- **Geotechnical Report.** This report will be sub-consulted with a locally based geotechnical engineering firm. The effort will include research, field exploration, field and laboratory testing, and engineering analyses to allow formulation of geotechnical recommendations for design and construction of the bike path. Existing geotechnical reports for other projects in the area will also be reviewed, as available, to supplement information obtained during the investigation. This effort contemplates a draft and final report based upon review comments received.
- **Civil Improvement Plans.** The Engineer will prepare civil design drawings for the scope of work as described at the beginning of this section. The plans will be developed at the 30%, 60% and 90% levels prior to preparation of the final 100%

plans. The final plans will be prepared to a level appropriate for permitting, bidding and construction and are proposed to consist of the following:

- C01 – Cover Sheet: This page shall include general information regarding the project such as vicinity map, sheet index, approval signature block, large scale site plan to show overall extents of work, summary of project information such as name, zoning, ownership, adjacent property owners, floodplain etc.
- C02 – Legend Sheet: This page includes general and specific notes regarding construction, a legend defining the various line types, symbols, abbreviations, hatching etc. used within the plan set, definition of horizontal and vertical control.
- C03 – Existing Conditions and Temporary Erosion Control: This sheet shows the existing conditions of the project area and also provides a plan for temporary erosion control, temporary traffic control, limits of demolition in general, specific demolition requirements, specification of existing improvements that need to be protected during construction and what best management practices should be employed.
- C04 – C16 Plan and Profile: A plan and profile of the centerline alignment of the path will be provided at a normal engineering scale (1"=20' anticipated). The stationing and off-set of the major portions of work will be identified including the approximate vertical alignment of the path. Additional horizontal and vertical control will be set at intersections and slough crossings.
- C17 Construction Details: Construction details for each main element of work will be provided. Generally, construction details for items such as a trail pavement section, sidewalk, culverts, street crossings, signage and striping, temporary erosion control and BMPs. Standard County details will be used to the extent possible, special details will be created for elements of work not covered by standard details.
- C18 Construction Details: See description of Sheet C17.
- C19 Construction Details: See description of Sheet C17.
- **Bid Process.** The Engineer contemplates services during the bid process to include the following effort: review and respond to requests for information; and assistance with preparation of addenda as may be necessary.

- **Services During Construction.** The Engineer will provide supplemental support to the County during the construction phase of the project. The Engineer will be available to answer questions that may arise during construction from the County, contractors and permitting agencies. Once construction is complete the will prepare record documents including final inspection, preparation of as-built drawings, and letter of acceptance.

**Budget:** *Task 4 will be provided for the lump sum amount of \$66,622.*  
**Deliverable:** *One hard copy and one digital copy (PDF format) of the geotechnical report. Three hard copies and one digital copy (AutoCAD and PDF format) of the improvement plans at 30%, 60%, 90% and 100%. A digital copy (PDF format) of the bid schedule, specifications and cost estimate.*

**Task 5 – Permitting Assistance:**

This project is anticipated to require local, state and federal permitting efforts. This task contemplates preparation of the various applications and attendance at meetings as specifically noted:

- Douglas County Site Improvement Permit
  - Application
  - Itemized engineer's estimate of probable construction costs
- Town of Minden
  - Plan Review Application
  - Attendance at one regularly scheduled board meeting
- Town of Gardnerville
  - Plan Review Application
  - Attendance at one regularly scheduled board meeting
- Water Conveyance Advisory Committee (WCAC)
  - Application
  - Attendance at one regularly scheduled meeting
- State of Nevada
  - Stormwater Pollution Prevention Plan (SWPPP)
    - Application
    - Plan
  - Notice of Intent to Discharge
    - Completion of on-line application
- Army Corps
  - USACE 404 application

**Budget:** *Task 5 will be provided for the lump sum amount of \$14,440.*  
**Deliverables:** *Completed applications as mentioned above including requisite numbers of hard and digital copies as necessary for the appurtenant application.*

**Task 6 – Legal Descriptions and Exhibits:**

The path alignment crosses multiple properties where easements will be required. The Engineer contemplates preparing legal descriptions and exhibits to accompany an easement document for such areas. The legal description and exhibit would be attached to the Owner-provided easement document for recordation. The work will be provided in a draft format for review and a final format for recordation.

**Budget:** *The exact number of legal descriptions and exhibits that need to be prepared is not known at this time. The man-hour spreadsheet has been prepared assuming 25 documents will be required. For budgeting purposes a legal description and exhibit will be provided on a "per each" basis in the amount of \$560. A budget of \$14,000 for the 25 documents has been used as a not to exceed amount.*

**Deliverables:** *Legal descriptions and exhibits stamped by a licensed surveyor that will be included with an easement document for recordation.*

**Task 7 – Fiber Infrastructure Design:**

The Engineer will provide an infrastructure design for fiber lines along the path alignment. The design will be for conduit and pull-boxes only. The plans will detail number, size and material of conduits and pull-boxes including the horizontal and vertical locations as well as installation details. This task also contemplates adding the fiber infrastructure element of the project to the bid schedule, specifications and cost estimate.

**Budget:** *Task 7 will be provided for the lump sum amount of \$7,320.*  
**Deliverables:** *The deliverables for this task will be added to the deliverables for the overall path design including three hard copies and one digital copy (AutoCAD and PDF format) of the improvement plans at 30%, 60%, 90% and 100%. A digital copy (PDF format) of the bid schedule, specifications and cost estimate.*

All professional engineering, land surveying and planning services provided by this firm will be performed using the standard of care and skill ordinarily used by members of the engineering, land surveying and planning profession practicing under similar circumstances at the same time and in the same locality. The firm makes no warranties, expressed, implied, or otherwise, in connection with the assignment.

Our firm maintains a strict time accounting system within which each employee logs the actual time required and the tasks accomplished. These time slips are maintained by our office administrator and are available for your inspection upon request. You will be billed monthly for time and charges accrued during the previous month. The balance is due within 30 days of receipt.

**Summary of Services:**

Task 1	Surveying	\$5,900
Task 2	NEPA Reports	\$22,604
Task 3	Floodplain Hydraulic Evaluation	\$16,210
Task 4	Engineering Design	\$66,622
Task 5	Permitting Assistance	\$14,440
Task 6	Legal Descriptions and Exhibits	\$14,000
Task 7	Fiber Infrastructure Design	\$7,320
<b>Total</b>		<b>\$147,096</b>

**Summary of Exclusions:**

In general, this proposal does not include any items not specifically mentioned above, more specifically, the proposal does not include the following:

1. Any type of fees such as: application, review, permit, bonds, capacity or connection, utility contracts
2. Traffic Impact Analysis
3. Continuous site inspection
4. Materials testing or quality control
5. Construction stake-out
6. Procurement of any off-site easements
7. Conditional Letter of Map Revision Application
8. Contract documents, written specifications, construction administration
9. Landscape and irrigation plans
10. Drafting of legal descriptions or exhibits
11. FEMA permitting
12. Fiber design beyond the conduit and pull-box infrastructure specified above.

**ENGINEER'S STANDARD HOURLY RATE SCHEDULE**  
**EFFECTIVE JANUARY 1, 2014**

<u>Labor Category</u>	<u>Hourly Rate</u>
▪ Principal Engineer.....	\$195
▪ Project Manager.....	\$175
▪ Licensed Professional.....	\$140
▪ Associate.....	\$115

**Notes to Fee Schedule:**

1. All application, review and permit fees required or imposed by governing or reviewing agencies are the responsibility of the Owner.
2. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific, invoiced external costs and expenses, including Engineer's Consultants, allocable to a Specific Project, multiplied by a Factor of 1.10.
3. The above-listed Standard Hourly Rates are inclusive of administrative support and clerical services.
4. Copies, prints, faxes and local mileage expenses normally incurred during an assignment are included within the Standard Hourly Rates.





LEGEND	PROPOSED TRAIL FOR NDOT TRANSPORTATION ENHANCEMENT PROGRAM FUNDING	PROPOSED TRAIL TO BE BUILT BY OTHERS	EXISTING TRAIL	* PROPOSED UTILITY PULL BOX
---	PROPOSED TRAIL FOR NDOT TRANSPORTATION ENHANCEMENT PROGRAM FUNDING	PROPOSED TRAIL TO BE BUILT BY OTHERS	EXISTING TRAIL	* PROPOSED UTILITY PULL BOX

PARCEL OWNER	APN
1 TOWN OF MINDEN	1920-30-610-002
2 THE DEAN SEEMAN FOUNDATION	1920-29-801-006
3 DOUGLAS COUNTY	1920-29-801-007
4 G PEG II, LLC	1920-29-421-018
5 DOUGLAS COUNTY	1920-29-422-014
6 RANCH AT GARDNERVILLE, LLC	1920-29-000-014
7 RANCH AT GARDNERVILLE, LLC	1920-89-210-098
8 TOWN OF GARDNERVILLE	1920-82-614-001
9 TOWN OF GARDNERVILLE	1920-89-801-006
10 TOWN OF GARDNERVILLE	1920-89-310-002
11 TOWN OF GARDNERVILLE	1920-89-310-006

**RO Anderson**  
 NADSI CONSULTANTS CORP.  
 NEVADA 200 E. 2ND ST. SUITE 200 LAS VEGAS, NV 89101  
 CALIFORNIA 945 TERRY AVE. SUITE 200 SAN JOSE, CA 95128  
 COLORADO 1600 W. 10TH AVE. SUITE 100 DENVER, CO 80202  
 FLORIDA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 ILLINOIS 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 INDIANA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 MICHIGAN 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 MINNESOTA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 MISSOURI 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 MONTANA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 NEBRASKA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 NEW YORK 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 NORTH CAROLINA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 NORTH DAKOTA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 OHIO 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 OKLAHOMA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 SOUTH CAROLINA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 TEXAS 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 UTAH 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 VIRGINIA 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 WISCONSIN 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136  
 WYOMING 1000 N. W. 10TH ST. SUITE 100 MIAMI, FL 33136

**MARTIN SLOUGH MULTIMODAL TRAIL SCHEMATIC ALIGNMENT**

07/09/14



Man-Hour Summary  
Project: Martin Slough Multimodal trail  
Date: 7/10/2014

No.	Task Outline	Subject	Estimated Labor - RDA			Estimated Labor - Assent Environmental							Estimated Labor - ASIA Affiliates							Estimated Labor - SEC						
			Project Manager	Licensed Professionals	Associate	Princ.	PM	Arch. Bks.	Wtl. Scl.	Arch. Wtl.	GIS	Wrest.	PM	Princ. Inv.	Princ. GAN/C	Arch. B	Arch. D	Arch. I	GIS	Wrest.	Tech.	Princ.	Pg. Eng.	Eng. Tech.	Chr.	Tech.
1	Surveying																									
	Topographic Survey - RDA	\$ 5,900.00	4	24	18																					
	Subtotal Task 1	\$ 5,900.00																								
2	DEPA Reports																									
	Architectural - Assent Environmental	\$ 0,770.00	2			2	2	2																		
	Written Discussion - Assent Environmental	\$ 0,050.00	2																							
	Subtotal Task 2	\$ 27,884.00																								
3	Floodplain Hydraulic Evaluation																									
	Floodplain Hydraulic Evaluation - RDA	\$ 18,210.00	44		74																					
	Subtotal Task 3	\$ 18,210.00																								
4	Engineering Design																									
	Geotechnical - Black Eagle Consulting, Inc.	\$ 6,122.00	2																							
	30% Civil Design - RDA	\$ 18,202.00	16		60																					
	30% Civil Design - RDA	\$ 15,328.00	16		60																					
	50% Civil Design - RDA	\$ 18,243.00	16		60																					
	80% Civil Design - RDA	\$ 5,340.00	4		20																					
	100% Civil Design - RDA	\$ 1,820.00	4		8																					
	Services During Construction - RDA	\$ 4,560.00	8		16																					
	Subtotal Task 4	\$ 68,672.00																								
5	Permitting Assistance																									
	RDA	\$ 14,640.00	8		16																					
	Subtotal Task 5	\$ 14,640.00																								
6	Legal Descriptions and Exhibits																									
	Desk - RDA	\$ 10,500.00		75					150.00																	
	Field - RDA	\$ 3,500.00		25																						
	Subtotal Task 6	\$ 14,000.00																								
7	Fiber Infrastructure Design																									
	30% Civil Design - RDA	\$ 1,838.00	2		8																					
	50% Civil Design - RDA	\$ 1,830.00	2		8																					
	70% Civil Design - RDA	\$ 1,208.00	2		8																					
	100% Civil Design - RDA	\$ 1,820.00	2		8																					
	Subtotal Task 7	\$ 7,326.00																								
	<b>Total Base Contract Price</b>	<b>\$147,696.00</b>																								
	<b>Total Base Contract Man-hours</b>	<b>1,725</b>	<b>135</b>	<b>444</b>	<b>284</b>	<b>4</b>	<b>864</b>	<b>40</b>	<b>24</b>	<b>6</b>	<b>18</b>	<b>8</b>	<b>2</b>	<b>21</b>	<b>2</b>	<b>35</b>	<b>4</b>	<b>18</b>	<b>10</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>18</b>	<b>24</b>	<b>8</b>	<b>16</b>
	<b>HOURLY BILLING RATE</b>		<b>175</b>	<b>140</b>	<b>115</b>	<b>230</b>	<b>150</b>	<b>100</b>	<b>140</b>	<b>180</b>	<b>105</b>	<b>80</b>	<b>125</b>	<b>88</b>	<b>112</b>	<b>70</b>	<b>87</b>	<b>85</b>	<b>75</b>	<b>65</b>	<b>50</b>	<b>165</b>	<b>95</b>	<b>85</b>	<b>54</b>	<b>70</b>

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

3rd day of Sept, 20 14  
By *[Signature]*