

DOUGLAS COUNTY, NV

This is a no fee document

NO FEE

DC/PUBLIC WORKS

2015-855453

01/09/2015 11:35 AM

Pgs=20

Assessor's Parcel Number: N/A

Date: JANUARY 9, 2015

Recording Requested By: _____

Name: EILEEN CHURCH, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00006325201508554530200202

KAREN ELLISON, RECORDER

CONTRACT #2015.002

(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.

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NO. 2015.002

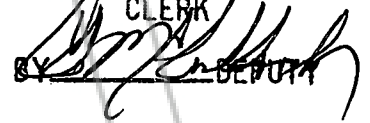
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CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

DOUGLAS COUNTY
CLERK

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

BY  DEPUTY

AND

EASTERN SIERRA ENGINEERING, P.C.

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 Eastern Sierra Engineering, P.C. ("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. Time is of essence for performance of the professional services described herein and all tasks must be completed by Wednesday, September 30, 2015.

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:

Eastern Sierra Engineering, P.C. has entered into a contract with Douglas County to perform work through Wednesday, September 30, 2015 and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County
Public Works Department
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

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

- A. Perform Engineering Design, Construction Services, Testing and Inspection for work associated with Waterloo Lane from Centerville Lane to US Highway 395. Exhibit A includes the detailed scope of work for each task, rate schedule and testing fees.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials cost not to exceed One Hundred Twenty Two Thousand Dollars (\$122,000) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if either 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.

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

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. 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.

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, 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. 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.

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 agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

15. 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.

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: Public Works Director
1120 Airport Road, F2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6227

To Contractor: Eastern Sierra Engineering, P.C.
4515 Towne Drive
Reno, NV 89521-9696
Telephone: (775) 828-7220

21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

Eastern Sierra Engineering, P.C.

By: 
Gerry Jensen P.E. - President

12/31/14
(Date)

Gerald Jensen / President
Name/Title

Douglas County

By: 
Chairman - Board of County Commissioners

1/5/15
(Date)

Attest

By: Lorraine Dierdrichsen
Name/Position

1/5/15
(Date)

By: Lorraine Juduch
Clerk to the Board



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

December 17, 2014

Jon S. Erb, P.E.
Civil Engineer III
Douglas County Public Works
1120 Airport Road
Minden, NV 89423

**Revised Engineering Design and Engineering During Construction
Waterloo Lane Reconstructions Project**

Dear Jon,

Eastern Sierra Engineering (ESE) is pleased to provide this revised proposal for Engineering Design and Engineering During Construction for the work associated with Waterloo Lane Project in Douglas County, Nevada. The project consists of the rehabilitation and/or reconstruction of Waterloo Lane from Centerville Lane to US Highway 395 (approximately 3,300 feet). Rehabilitation and/or reconstruction will include removal and replacement of the roadway pavement structural section, sidewalk, curb and gutter removal replacement as necessary, correction of localized drainage deficiencies (curb and gutter only – no underground storm drainage is anticipated), reconstruction of existing handicapped ramps as required for ADA compliant access, reconstruction of driveways as required, and other incidentals necessary for the rehabilitation of and/or reconstruction of Waterloo Lane.

1.0 SCOPE OF SERVICES

Our Scope of work will generally consist of the following tasks:

1. Condition Survey.
 - a. ESE will and evaluate existing curb and gutter, sidewalk, and driveway approaches and identify damaged and/or deteriorated curb and gutter, sidewalk and driveway approaches which should be replaced.
2. Utility Investigation/Depiction
 - a. Overhead Utilities: ESE will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected.
 - b. Subsurface Utilities: ESE will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil

Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, ESE will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

- c. Utility coordination: Based on field investigation, ESE will provide the County a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. The County will issue the initial notification to the utility agencies on the list and ESE will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.
- d. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, ESE shall pothole a sufficient number of locations to make such a determination. This task is identified as optional in our fee estimate.

2.0. Preliminary Design

- 1. Supplemental Topography. Obtain cross-sections at critical locations within the length of project.
- 2. Mapping. Provide field topographic survey or aerial photography in a digitized format for plan view at a scale of 1"=20' with a width at least 20 feet behind the curbs along the length of the project to provide for consideration of improvements and grade continuity behind the curb. As an option, topography at 1-foot contour intervals can be added. We will utilize the 2014 LiDAR mapping provided by the County where possible.
- 3. Project Coordination. Attend meetings, review reports, and provide project coordination.
- 4. Plans and Specifications. Prepare preliminary Plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for County review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections.
- 5. Public Information Meeting. A presentation will be made by ESE and the County to properties adjacent to the project work zone to discuss project limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

3.0. Final Design

1. Prepare Final Plans and Specifications

- a. Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with County standards and requirements. The County will provide the boilerplate on disk in MS Word format. The County and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile view, approximate right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum:

- Cover Sheet
- Plan/Profile Sheets (at 1"=20' scale)
- Intersection/Pedestrian Ramp Layout Plan Sheets (at 1"=10' scale)
- Striping Plan Sheets (at 1"=20')
- Detail Sheets (scales as noted).

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the County, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% Plans – One 22"x34" set, two 11"x17" sets, and one PDF set to the County, and one 11"x17" set each to utility agencies and other affected parties.
- 90% Specifications – One set to the County.
- 100% Plans – One 11"x17" and one PDF set to the County.
- 100% Specifications – One set to The County.
- Final Working Plan Set – One 22"x34", one 11"x17" set and one PDF set to the County.

- Final Working Specification Document – One set to the County, one copy in MS Word format of the Contract Documents and Technical Specifications to the County.
 - b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
 - c. Utility Agency Coordination. Distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide the County a list of utility agencies provided design review submittals and Utility Agency review comments.
2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by ESE. ESE will also estimate the number of working or calendar days, as appropriate, for the construction of the project. At this time we have assumed a 30 working day contract.

4.0. Bidding Services

1. Plan Set and Specification Distribution. ESE will provide the County with final plans and specifications, including addenda, in Portable Document Format (PDF).
2. Pre-bid Meeting. ESE will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to the County. ESE will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the County. ESE will prepare and provide a PDF summary of the pre-bid meeting, as directed by the County.
3. Bid Opening. ESE will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. ESE will assist with tabulation of bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

5.0 Construction Services - The County and ESE shall review the Construction Services following the completion of final design to determine their appropriateness to the project. We have assumed 30 working days for the construction contract at this time.

5.1 Contract Administration

1. Provide contract administration services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the County for any necessary construction changes due to field conditions
- Assist in change order review and approval

5.2 Construction Surveying

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- One set of offset stakes for storm drains, head walls, and utility pull boxes and vaults.
- Roadway monuments (if existing), referenced in four directions.

5.3 Inspection

1. Provide one full time inspector during all construction activities. 10-hour work days and a 30 working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the County, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports submitted weekly to the County

- Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests.

5.4. Materials Testing

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with ESE's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the County.
2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing.
3. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling.
4. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
5. Provide Plantmix Bituminous Pavement coring and Laboratory Testing. Laboratory test shall include core unit weight. Test reports will include percent compaction.

5.5 As-Built Information

Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in PDF format (22" x 34" at 300 dpi) will be provided to the County for its files.

With the scope outlined above we estimate the fees for our services to be \$122,000. A summary of fees by task is shown below and the attached Estimated Cost Summary presents a detailed breakdown of our estimate.

| Task | Fee |
|-----------------------------------|---------------------|
| 1.0 Existing Conditions | \$4,920.00 |
| 1.2 d Utility Pothole (Optional)* | \$2,540.00 |
| 2.0 Preliminary Design | \$26,680.00 |
| 3.0 Final Design | \$14,610.00 |
| 4.0 Bidding Services | \$2,010.00 |
| 5.0 Construction Services | |
| 5.1 Construction Administration | \$20,850.00 |
| 5.2 Construction Surveying | \$8,210.00 |
| 5.3 Inspection | \$30,600.00 |
| 5.4 Materials Testing | \$12,070.00 |
| 5.5 Project Closeout | \$2,050.00 |
| | |
| Estimated Total | \$122,000.00 |

* Option not included in Estimated Total

The estimated fee amount would not be surpassed without your written authorization. Additional work outside the above outlined scope of work shall be billed according to the attached Fee Schedule.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.



Shawn W. Jenkins, P.E.
 Principal Engineer

Attachments: Estimated Cost Summary
 2014 Standard Rates for Technical Services

**Waterloo Lane Reconstruction Project
Estimated Cost Summary**

| Task Description | | Project Manager (\$120/hr) | Project Engineer (\$105/hr) | Senior Tech (\$85/hr) | Expenses | Sub-consultant |
|--|---------------------|-------------------------------|--------------------------------|--------------------------|-----------|----------------|
| Task 1.0 Existing Conditions | | | | | | |
| 1.1. Field Review Existing Curb/Gutter Sidewalks and Driveways | | | 12 | 12 | | |
| 1.2 a-c Utility Investigation/ Depiction | | 1 | 24 | | | |
| 1.2 d Utility Pothole, each (OPTIONAL) | | | 2 | 8 | | \$ 1,500.00 |
| Task 1.1 and 1.2 a-c Hours Subtotal | | 1 | 36 | 12 | | |
| Task 1.1 and 1.2 a-c Labor Costs | | \$ 120.00 | \$ 3,780.00 | \$ 1,020.00 | | |
| Task 1.1 and 1.2 a-c Non Labor Costs | | | | | | |
| Task 1.1 and 1.2 a-c Non Labor Markup (10%) | | | | | \$ - | \$ - |
| Task 1.1 and 1.2 a-c Total | \$ 4,920.00 | | | | | |
| Total Not To Exceed Task 1.0 | \$ 4,920.00 | | | | | |
| Total Optional Task 1.2 d Utility Pothole | \$ 2,540.00 | | | | | |
| Task 2.0 Preliminary Design Services | | | | | | |
| 1. Supplemental Topography | | | 12 | | | \$ 3,000.00 |
| 2. Mapping | | | | | | \$ 3,250.00 |
| 3. Project Coordination | | 8 | 40 | | | |
| 4. 30% Plans | | | | | | |
| Title Sheet | | | 2 | | | |
| Utility Survey for NLA | | 1 | 4 | | | |
| Utility Coordination | | 1 | 12 | | | |
| NLA Sheet | | | 2 | | | |
| Site Plan (one sheet) | | | 4 | | | |
| Plan and Profile (5 sheets) | | 1 | 12 | | | |
| Striping Plans (3sheets) Sheet setup only | | 1 | 6 | | | |
| Intersection/Ped Ramp Layout (3 sheets) | | 1 | 12 | | | |
| Details (3 Sheets) | | 1 | 4 | | | |
| QA/QC | | 8 | | | | |
| Specification List | | 2 | 1 | | | |
| Engineers Estimate | | 4 | 8 | | | |
| Plans Submittal | | 1 | 8 | | \$ 500.00 | |
| 5. Public Information Meeting | | 8 | 12 | | \$ 200.00 | |
| Task 2.0 Hours Subtotal | | 37 | 139 | 0 | | |
| Task 2.0 Labor Costs | | \$ 4,440.00 | \$ 14,595.00 | \$ - | | |
| Task 2.0 Non Labor Costs | | | | | \$ 700.00 | \$ 6,250.00 |
| Task 2.0 Non Labor Markup (10%) | | | | | \$ 70.00 | \$ 625.00 |
| Task 2.0 Total | \$ 26,680.00 | | | | | |
| Total Not To Exceed Task 2.0 | \$ 26,680.00 | | | | | |

**Waterloo Lane Reconstruction Project
Estimated Cost Summary**

| Task Description | | Project Manager (\$120/hr) | Project Engineer (\$105/hr) | Senior Tech (\$85/hr) | Expenses | Sub-consultant |
|--|-----------|-------------------------------|--------------------------------|--------------------------|----------|----------------|
| Task 3.0 Final Design | | | | | | |
| 1. Final Plans | | | | | | |
| Title Sheet | | | 1 | | | |
| Utility Coordination | | 2 | 2 | | | |
| NLA Sheet | | | 1 | | | |
| Site Plan (one sheet) | | | 2 | | | |
| Plan and Profile (5 sheets) | | 2 | 24 | | | |
| Striping Plans (3 sheets) | | 2 | 4 | | | |
| Intersection/Ped Ramp Layout (3 sheets) | | 2 | 24 | | | |
| Details (3 Sheets) | | 2 | 12 | | | |
| Specification Preparation | | 4 | 20 | | | |
| QA/QC | | 12 | | | | |
| Plans Submittal | | 1 | 4 | | | |
| 2. Engineers Estimate | | 2 | 12 | | | |
| Task 3.0 Hours Subtotal | | 29 | 106 | 0 | | |
| Task 3.0 Labor Costs | | \$ 3,480.00 | \$ 11,130.00 | \$ - | | |
| Task 3.0 Non Labor Costs | | | | | \$ - | |
| Task 3.0 Non Labor Markup (10%) | | | | | | |
| Task 3.0 Total | \$ | 14,610.00 | | | | |
| Total Not To Exceed Task 3.0 | \$ | 14,610.00 | | | | |
| Task 4.0 Bidding | | | | | | |
| 1. Plan/specification Distribution | | | | | | |
| | | | 2 | | | |
| 2. Prebid Meeting | | | | | | |
| | | 4 | 4 | | | |
| 3. Bid Opening/Review Bid Documents | | | | | | |
| | | 4 | 4 | | | |
| Task 4.0 Hours Subtotal | | 8 | 10 | 0 | | |
| Task 4.0 Labor Costs | | \$ 960.00 | \$ 1,050.00 | \$ - | | |
| Task 4.0 Non Labor Costs | | | | | \$ - | |
| Task 4.0 Non Labor Markup (10%) | | | | | \$ - | |
| Task 4.0 Total | \$ | 2,010.00 | | | | |
| Total Not To Exceed Task 4.0 | \$ | 2,010.00 | | | | |
| Total Design Services Tasks 1 thru 4 | \$ | 48,220.00 | | | | |
| Optional Task 1.2 d (Utility Pothole) | \$ | 2,540.00 | | | | |
| Task 5.0 Construction Services (ASSUMES 30WD) | | | | | | |
| Task 5.1 Construction Administration | | | | | | |
| Admin | | 24 | | | | |
| Project Engineer | | | 150 | | | |
| Final Walkthru | | 8 | 12 | | | |
| Task 5.1 Hours Subtotal | | 32 | 162 | 0 | | |
| Task 5.1 Labor Costs | | \$ 3,840.00 | \$ 17,010.00 | \$ - | | |
| Task 5.1 Non Labor Costs | | | | | \$ - | \$ - |
| Task 5.1 Non Labor Markup (10%) | | | | | | \$ - |
| Total Not To Exceed Task 5.1 | \$ | 20,850.00 | | | | |



**Waterloo Lane Reconstruction Project
Estimated Cost Summary**

| Task Description | | Project Manager (\$120/hr) | Project Engineer (\$105/hr) | Senior Tech (\$85/hr) | Expenses | Sub-consultant |
|--|---------------------|-------------------------------|--------------------------------|--------------------------|-------------|----------------|
| Task 5.2 Construction Surveying | | | | | | |
| Set Centerline and Offsets/Mark Cuts | | | | | | \$ 6,700.00 |
| Admin | | | 8 | | | |
| Task 5.2 Hours Subtotal | | 0 | 8 | 0 | | |
| Task 5.2 Labor Costs | | \$ - | \$ 840.00 | \$ - | | |
| Task 5.2 Non Labor Costs | | | | | \$ - | \$ 6,700.00 |
| Task 5.2 Non Labor Markup (10%) | | | | | \$ - | \$ 670.00 |
| Total Not To Exceed Task 5.2 | \$ 8,210.00 | | | | | |
| Task 5.3 Inspection | | | | | | |
| Full time inspector (assume 30 working days) | | | | 300 | | |
| Additional Inspector as needed | | | | 60 | | |
| Task 5.3 Hours Subtotal | | 0 | 0 | 360 | | |
| Task 5.3 Labor Costs | | \$ - | \$ - | \$ 30,600.00 | | \$ - |
| Task 5.3 Non Labor Costs | | | | | \$ - | |
| Task 5.3 Non Labor Markup (10%) | | | | | \$ - | |
| Total Not To Exceed Task 5.3 | \$ 30,600.00 | | | | | |
| Task 5.4 Materials Testing | | | | | | |
| Asphalt concrete plant inspections/sampling | | | | 12 | \$ 7,650.00 | |
| On-site testing and sampling | | | | 20 | | |
| AC Coring | | | | 20 | | |
| Task 5.4 Hours Subtotal | | - | - | 52 | | |
| Task 5.4 Labor Costs | | \$ - | \$ - | \$ 4,420.00 | | |
| Task 5.4 Non Labor Costs | | | | | \$ 7,650.00 | \$ - |
| Task 5.4 Non Labor Markup (10%) | | | | | | \$ - |
| Total Not To Exceed Task 5.4 | \$ 12,070.00 | | | | | |
| Task 5.5 Project Closeout | | | | | | |
| Provide Record Drawings | | 2 | 12 | | \$ 500.00 | |
| Task 5.5 Hours Subtotal | | 2 | 12 | 0 | | |
| Task 5.5 Labor Costs | | \$ 240.00 | \$ 1,260.00 | \$ - | | |
| Task 5.5 Non Labor Costs | | | | | \$ 500.00 | \$ - |
| Task 5.5 Non Labor Markup (10%) | | | | | \$ 50.00 | \$ - |
| Total Not To Exceed Task 5.5 | \$ 2,050.00 | | | | | |
| Total Construction Services Task 5 | \$ 73,780.00 | | | | | |

2014 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

| | |
|---------------------------|---------------|
| President | \$170.00/hour |
| Principal Engineer | \$135.00/hour |
| Project Manager | \$120.00/hour |
| Senior Engineer | \$120.00/hour |
| Project Engineer/Designer | \$105.00/hour |
| Staff Engineer/Designer | \$100.00/hour |

B. Technical Services

| | |
|---|---------------|
| Senior Technician/Inspector (Prevailing Wage) | \$100.00/hour |
| Technician/Inspector (Prevailing Wage) | \$95.00/hour |
| Senior Technician/Inspector (Regular Wage) | \$85.00/hour |
| Technician/Inspector (Regular Wage) | \$80.00/hour |

II. Expenses

A. Expenses

| | |
|---------------------|--------------------------------------|
| Transportation | Current IRS Standard Mileage Rate |
| Supplies & Shipping | Cost plus 15% |

B. Equipment

| | |
|-----------------|--------------|
| Coring per core | \$20.00/each |
| Pachometer | \$7.50/hr |
| Torque Wrench | \$25.00/day |
| Skidmore | \$25.00/day |

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Field Testing

| | |
|-------------------------------|--------------|
| HDPE Geomembrane Peel & Shear | \$70.00/each |
|-------------------------------|--------------|

V. Laboratory Testing

| <u>Tests</u> | <u>Unit Price/Test</u> |
|---|------------------------|
| <i>Index Tests</i> | |
| Moisture Content (ASTM D2216) | \$20.00 |
| Moisture Content and Dry Density | \$35.00 |
| Atterberg Limits (ASTM 4318) | \$85.00 |
| <i>Particle Size Analysis</i> | |
| Sieve | \$90.00 |
| Minus #200 (ASTM D 1140) | \$60.00 |
| Hydrometer Analysis Minus #10(ASTM D 422) | \$200.00 |
| <i>Specific Gravity</i> | |
| Soils (ASTM D 854) | \$80.00 |
| Fine Aggregate w/ Absorption (ASTM C128) | \$80.00 |
| Coarse Aggregate w/ Absorption (ASTM C 127) | \$75.00 |
| <i>Moisture-Density Relations</i> | |
| Standard Proctor (ASTM D 698) | \$165.00 |
| Modified Proctor (ASTM 1557) | \$165.00 |
| Compaction Check Point | \$55.00 |
| Rock Correction per Test | \$75.00 |
| <i>Aggregate Testing</i> | |
| Clay Lumps and Friable Particles (ASTM C 142) | \$75.00 |
| Flat and Elongated | \$100.00 |
| Fractured Faces (Nev T 230) | \$80.00 |
| Sand Equivalent (ASTM D 2419) | \$75.00 |
| Organic Impurities (ASTM C40) | \$50.00 |
| Dry Unit Weight of Aggregates (ASTM C 29) | \$60.00 |
| Sodium Soundness of Aggregates (ASTM C88) | \$60.00/ per fraction |
| Los Angeles Rattler (ASTM C 131) | \$130.00 |
| Durability Index, coarse and fine | \$160.00 |
| Cleanness | \$140.00 |
| <i>Other Testing</i> | |
| R-Value Untreated Field Sample (ASTM D2844) | \$250.00 |
| <i>Concrete Testing</i> | |
| Compression of Concrete Cylinder (ASTM C39) | \$25.00 |
| Compression of Grout Cylinder (UBC 24-28) | \$20.00 |
| Compression of Mortar Cylinder (UBC 24-22) | \$20.00 |
| Hold Cylinder (cured not tested) | \$12.00 |
| Concrete Trial Batch | \$550.00 |

Asphalt Concrete Testing

| | |
|--|--------------|
| Bitumen Content by Ignition | \$100.00 |
| Bitumen Content by Solvent Extraction | \$140.00 |
| Aggregate Gradation | \$80.00 |
| Hveem Stability and Compaction (ASTM D1560/1561) each | \$75.00 |
| Marshall Stability and Flow (ASTM D1559) | \$220.00 |
| Maximum Theoretical Specific Gravity (Rice ASTM D2041) | \$90.00 |
| Unit Weight of Asphalt Core (ASTM D2726) | \$25.00 |
| Swell of Bituminous Mixtures | \$150.00 |
| Moisture Content of Asphalt Mixture | \$40.00 |
| Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283) | \$1,200.00 |
| Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324) | \$1,400.00 |
| Moisture Vapor Susceptibility | \$150.00 |
| Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave) | upon request |

Miscellaneous

| | |
|---|----------|
| Saw Cutting per hour (PCC, AC, and Masonry) | \$55.00 |
| H2O Analysis, Chloride, and Sulfate Content | \$145.00 |

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

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

9th day of August, 2015

By [Signature] Deputy

