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DOUGLAS COUNTY, NV

2021-959541

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NO. 2021.002

DOUGLAS COUNTY CLERK

DEPUTY

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

C.A. GROUP, INC.

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between The Douglas County Regional Transportation Commission (the "County"), and *C.A. Group, Inc*, a *Nevada Corporation* registered with the Nevada Secretary of State ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County 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.

WHEREAS, Contractor represents Contractor is licensed by the State of Nevada as a design professional under NRS 388.010(8) and is not a member of a design-build team under NRS 338.010(7).

Now, Therefore, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

- 1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date"). Time is of the essence in this Contract. All work required in Paragraph 4 of this Contract shall be finally completed by no later than Dec 31, 2024.
- 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;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

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:

Independent Contractor has entered into a contract with Douglas County to perform services related to plans, specification and estimate of quantities for Muller Parkway through December 31, 2024, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County **Public Works**ATTN: **Jon Erb, Transportation Engineering Manager**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 services related to <u>design plans</u>, <u>specifications</u>, <u>and estimate of quantities for the construction of Muller Parkway</u>. The Services are more particularly described and shall be completed in accordance with the requirements set forth in Attachment A hereto.
- Payment For Services. Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials basis (as set forth in Attachment B) not to exceed One Million, Three Hundred and One Thousand, Four Hundred and Thirty-Three Dollars (\$1,301,433) (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. WARRANTY.** Contractor agrees and hereby provides, warrants and represents each of the following with respect to any services provided under this Contract: the services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications or other requirements set forth in this Agreement.
- 7. TERMINATION OF CONTRACT. Either Party may terminate the Contract if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.
- 8. 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.

9. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Attachments A &B. The Parties agree to be bound by the terms, conditions and

specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Attachments A, and finally Attachment B.

- 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.
- 11. 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.
- 12. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.
- 13. 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.
- 14. 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.

- 15. 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.
- 16. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and, hold harmless and defend County from and against any liabilities, damages, losses, claims, expenses, actions or proceedings caused by or arising from the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor against all liability, claims, actions, damages, losses, and expenses, including, without limitation, County's reasonable attorneys' fees and costs.
- 17. LIMITED LIABILITY. County will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. Nothing contained in this Contract 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 Party.
- 18. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.
- 19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.
- 20. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.
- 21. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.
- 22. Force Majeure. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to unforeseeable protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the

intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

- 23. COUNTERPARTS. This agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **24. WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.
- 25. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County:	Douglas County
	Attn: Jon Erb, P.E.; Transportation Engineering Manager
	Post Office Box 218
	Minden, Nevada 89423
To Contractor:	CA Group, Inc
/ /	Attn: Chad Anson, P.E.; Partner
/ /	1135 Terminal Way, Suite 106
	Reno, NV 89502
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26. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

C.A.	Gro	up, Inc	
	~-	T A	-

Attn: Chad Anson, P.E.; Partner

By: Obal C____ Name: Chad Anson Title: Excc. Vice President

12/24/2020

(Date)

Douglas County

By:

Larry Walsh, Chairman

Douglas County

Regional Transportation Commission

(Date)

ATTACHMENT A

SCOPE OF SERVICES FOR THE MULLER PARKWAY IMPROVEMENT PROJECT

SCOPE OF SERVICES GENERAL DESCRIPTION

The project has currently undergone a 30% preliminary design and environmental study. This scope of services furthers the engineering from preliminary into final design and into construction utilizing the Construction Manager at Risk (CMAR) approach. Project limits extend from Monte Vista Avenue to Grant Avenue. The scope includes the following tasks. CONSULTANT will be responsible for developing final plans, specifications and estimate to allow a separate CMAR contractor to construct the project. Key assumptions of data to be provided by Douglas County includes:

- Survey, right-of-way, and preliminary design CADD files used to produce the 30% design submittal
- Preliminary geotechnical report
- Traffic Analysis

1.0 SURVEYS AND MAPPING

1.1 Design Topographic Surveys

The CONSULTANT will be responsible for providing design level surveys for the design along the Muller Parkway corridor. Consultant will compile and review a topographic map based on available existing information provided by Douglas County for use through the preliminary design. Aerial surveys and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 100 feet in each direction past the proposed project right-of-way and 150 feet at minor cross streets. Aerial mapping specifications are to include a minimum mapping scale of one-inch equals forty feet and a minimum contour interval of one foot. Consultant shall perform adequate conventional field surveying to verify aerial survey accuracy. Consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall perform field inspection of aerial survey data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey and update the surface where necessary.

The following surface features within the project limits are to be included (but not limited to): curb, gutter, sidewalk, edge of pavement, driveways, handicap ramps, parking, walls, fences, buildings, vegetation, signs, traffic markings, manholes, vaults, pull boxes, pedestals, utility poles, overhead lines, catch basins and other surface indications of subsurface utilities. Sewer manholes, storm drain manholes, catch basins and water valves are to be measured at and below the surface. Appropriate survey methods are to be used to obtain elevations of sewer and drainage improvements.

This Work includes the following items. Potential additional items will include tie-ins to existing roadway, wet utility inverts, utility valves and existing dry utility facilities (i.e. pull boxes, controllers, etc.).

1.2 RIGHT OF WAY SURVEYS AND PLANS

The CONSULTANT will utilize the existing right-of-way developed as part the previous 30% design. Base scope assumes no legal descriptions or additional right-of-way exhibits will be required.

2.0 60% ROADWAY DESIGN

2.1 ROADWAY PLANS

The CONSULTANT shall advance the design and prepare a 60% Roadway Plan Submittal. Roadway design will be in accordance with AASHTO Green Book and Douglas County criteria. CONSUTLANT to provide roadway design criteria to Douglas County for approval. It is anticipated the following information will be included:

TITLE SHEET

GENERAL NOTES

- General Notes
- · Preliminary summary sheets

TYPICAL CROSS SECTIONAL DETAILS

Proposed improvement typical sections for each alignment

- · Minimum and maximum roadway widths for each alignment and lane configurations
- Removal limits
- Preliminary roadside designs (slopes, curbs, gutters, dikes, traffic barriers, etc.)
- Proposed sound and retaining wall locations
- · Pavement section depths

REMOVALS

Removal sheets for areas of removal of existing roadway or other critical elements

HORIZONTAL PLAN DETAILS

- Horizontal alignments (stationing, curve data, bearings and distances) for all roadways
- Horizontal control sheets (basis of bearing, the alignment coordinates and datum statement).
- Dashed line showing ultimate roadway paving limits.
- Preliminary road widths with curve data, bearings, distances and station/offsets for angle points, tapers and curves.
- · Preliminary locations for barrier, C&G and sidewalk should be shown.
- Preliminary cut and fill slope limits.
- Retaining wall and sound wall locations
- Proposed intersection and local street layout.
- R/W limits with dimensions to centerline.
- Construction notes without station and offsets.

PROFILE DETAILS

- · Preliminary grades and curve data
- Existing ground
- Super-elevation diagrams
- · Locations of existing and proposed drainage facilities and utilities
- · Preliminary earthwork

SPECIAL DETAILS

· Preliminary drawings of required special details

2.2 ROADWAY COST ESTIMATES

The CONSULTANT will prepare a preliminary roadway cost estimate for all associated roadway items. Items shall be organized using standard bid Item numbers, descriptions and units. The CONSULTANT will utilize base unit prices in coordination with recently advertised projects. The CONSULTANT shall also compile all

estimates from the disciplines as part of this effort into a single estimate to be provided to Douglas County with 60% plans.

Deliverable Summary

- 60% Roadway Plans PDF file and 2 11"x17" plans sets
- Bid Item List, Quantities, Unit Prices and Total Estimate

2.3 ULTIMATE ROADWAY COMPATIBILITY

The CONSULTANT will prepare the project design around an ultimate 4-lane facility while final plans and design will be for a 2-lane facility. CONSULTANT will identify future ultimate paving limits and design all other facilities, as reasonably practical, to accommodate the ultimate facility. This task includes adjusting the design and grading from the ultimate layout to the proposed interim facility.

3.0 60% STRUCTURES

3.1 MISCELLANEOUS STRUCTURES

The CONSULTANT will identify the need for miscellaneous structures and develop preliminary layout and detail sheets for these facilities. The following miscellaneous structures are anticipated:

New drainage structures in combination with retaining and/or sound walls

3.2 RETAINING WALLS AND PRIVACY WALLS

The CONSULTANT will develop retaining and privacy wall plans to a 60 percent level of completion. Wall plans at this stage are expected to include:

- Plan and elevation sheets (final configurations)
- Preliminary sections and details

Plans will present enough information to define overall dimensions and ties to other disciplines' improvements. Reinforcing steel details may or may not be shown. Scope assumes up to a 1000' combined length of retaining and privacy walls to be designed.

3.3 STRUCTURES ESTIMATES

The CONSULTANT will prepare preliminary construction contract item lists and develop preliminary quantities for estimating purposes. At this stage quantities will be developed using approximate square-footage of deck or wall surface, order of magnitude concrete volumes, and reinforcing steel based on assumed density per cubic yard of concrete for the various structural components.

4.0 GEOTECHNICAL INVESTIGATION, TESTING AND ANALYSIS

The CONSULTANT will utilize the findings presented in the Preliminary Geotechnical Investigation, Muller Parkway Extension by dated April 7, 2020 by Construction Materials Engineers (CME), Inc, Project No. 2354.

The initial preliminary geotechnical investigation for this roadway alignment included excavating a total of 28 test pits. Additionally, 22 exploratory test pits were excavated for a previous investigation conducted in 2007 by Stantec within the Douglas County portion of the roadway alignment. Soils information from these previous investigations will be incorporated into this geotechnical investigation.

The geotechnical investigation consists of field exploration, laboratory testing, and report preparation. The purpose of this investigation is to provide design recommendations for the various elements of this project including box culverts, finalize structural sections, and construction recommendations including embankment grading and filling. Our cost proposal is based on the following:

- A maximum of 10 box culverts and headwalls traversing below the roadway. We have assumed a separate field investigation (Boring) and design recommendations for each box culvert. We have also assumed the field exploration will be completed with one mob/demob;
- It is understood that the project will be CMAR. Our experience with CMAR projects are numerous design meetings and consultation time. The cost proposal assumes 24 hours of meeting and consultation time:
- Soil amendment mix designs. Subgrade soils generally have low strengths (R-values). Also, the
 majority of these soils are potentially expansive (swell /shrinkage). It is understood that the majority
 of the alignment will be raised above the existing ground surface such that a minimum 2-foot
 separation fill thickness is maintained between the expansive soils and the structural section.
 Additionally, it is understood that detention basins maybe incorporated for this project and cut soils
 generated from these detention basins maybe used for embankment soils. Cement/lime maybe
 required to improve these soils to increase strengths and reduce expansive potential. Consequently,
 the cost proposal includes two soil amendment mix designs to determine required percentages of
 lime/cement.

Exploration will be completed by exploratory borings and test pits. Exploratory borings will included a boring at each box culvert and one day of exploratory test pits, as needed, to provide additional soils information within locations not explored by the previous investigations. Depth of the borings will depend of the soils profile encountered, but are budgeted to be between 20 to 40 feet. Our cost proposal is based on the following:

- Exploratory locations will be surveyed prior to field exploration;
- Boring locations are accessible with a two-wheel drive drill rig; and
- Access to the exploration locations will be arranged by CONSULTANT including providing property owner contact information.

Soils encountered in the field will be visually classified in accordance with the Unified Soils Classification System. Where applicable, a tube sample will be obtained at subgrade elevation to determine dry density and natural moisture content of the subgrade soils. The ground water surface will be measured, if encountered. Representative samples will be returned to our laboratory for testing.

Exploration locations depend on site access and existing utility locations. Prior to initiating the subsurface exploration, CONSULTANT will contact USA dig to determine the location of existing utilities.

Three (3) geophysical arrays have been assumed using Refraction Microtremor (ReMi) methodologies. The DAQlink III 24-bit acquisition system (Seismic Source/Optim) utilizing a multichannel geophone cable with twelve geophones, placed at an approximate spacing of 25 feet, were used to obtain surface wave data. Vertical geophones with resonant frequencies of 10 Hz measure surface wave energy from broad band ambient site noise across the geophone array (i.e. ReMi setup location) for multiple 30-second iterations.

Representative samples of subgrade soils will be tested in the laboratory as to optimum moisture and maximum density (proctor), index properties, direct shear, soil corrosion properties, and additional R-values, if required. Index properties consist of sieve analysis, plasticity index, and natural moisture content and are indicative of mechanical behavior of the soils. Optimum moisture determined by the proctor will be compared to the in-situ subgrade soil moisture content to provide a determination of the potential for subgrade soil instability.

Additionally, we have budgeted to completed two roadbed modification soil mix designs to determine optimum percentages of cement and/or lime to provide enhanced subgrade soil strength properties and reduced shrink/swell properties. The procedure includes proctors to determine maximum dry density and optimum moisture which is used to determine percentages of cement and/or lime. Soil biscuits are molded at different cement and/or lime percentages, cured, and compression testing is performed to determine strength parameters. These results are plotted on a graph to determine strengths at different percentages of cement and/or lime. Generally, a 7-day compression strength of 300 psi is the design goal.

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All analyses will be in accordance with AASHTO LRFD Standards (2018) and current NDOT standards, as applicable. It is assumed that the client will provide loading for all structures. Analysis will be completed for the different components of this project in the following Sections 2.3.1 to 2.3.4.

Box Culverts

As indicated 10 box culverts are planned. The primary design elements for the box culverts and associated wing walls is bearing capacities and settlement potential. Construction issues may include a high groundwater table, soft foundation bearing soils, and related stabilization construction options.

SETTLE 3.0 or FoSSA 2.0 (Adama Engineering Inc.) will be used to determine potential settlements (elastic and consolidation) of the underlying soil profile due to foundation loading. These software programs are interactive for computing the stresses and settlement resulting from embankment and foundation loading. These programs have many other capabilities including the determination of increases in undrained shear strength due to consolidation of fine-grained soils; determining time rate settlements of fine-grained soils including staged construction; and designing prefabricated vertical drains (PVD's), if required, to acceleration settlement consolidation of fine-grained soils.

Retaining Walls

Wing walls for the box culverts will act as retaining walls. CME will provide anticipated design lateral loads including surcharge, static, and seismic. Also, foundation design recommendations including allowable bearing pressures, passive pressures, soil friction values, and settlement (total and differential) will be provided.

Seismic Issues

To determine the location of mapped earthquake faulting trending through or near the project site, a review of the following published information was completed:

- 1) USGS Website: Earthquake Hazards Program Quaternary Faults in Google Earth;
- 2) The USGS Interactive Fault Map, (http://earthquake.usgs.gov/hazards/gfaults/map/).

Our review indicates that no mapped faults traverse through the roadway alignment. However, regional faulting will also be evaluated and fault properties including magnitude and lengths will determine seismic parameters used for soil liquefaction analysis.

Peak ground acceleration, site classifications, spectral responses, and site coefficients will be determined based on our geophysical studies (ReMi shear wave analysis), AASHTO references, and NDOT standards. Design ground accelerations will be determined for retaining wall lateral load analysis. Peak ground accelerations will be used to determine pseudo-static forces for slope stability analysis.

Soil liquefaction and lateral spread potential will also be evaluated. Mitigation construction options will be presented, as applicable. Design recommendations will be provided, if needed, but is not included in this cost proposal.

Structural Section Design

Updated structural section design, if needed due to soil amendment options or different subbase materials than assumed with the preliminary investigation, will be based on the 1993 edition of AASHTO "Guide for Design of Pavement Structures" and Douglas County Design Criteria and Improvement Standards (2011). Design parameters include ESAL counts, subgrade soil strengths (resilient modulus), design life (assume 20 year), and structural coefficients (provided by NDOT-1996 and Douglas County).

Geotechnical Report

Upon completion of our field, laboratory, and office studies, a geotechnical investigation report will be completed for the project. General topics for the report are discussed in Sections 2.5.1 to 2.5.5.

Introduction, Site and Geologic Conditions, and Laboratory Testing

- Description of the project site with the approximate locations of our explorations, shown on a Site Plan:
- Descriptive logs of the explorations performed for this study;

- · Summary of geologic setting and soil profile;
- · Site Conditions;
- Anticipated ground water depths and effect on construction;
- Results of laboratory tests and a description of test methods; and
- Soil corrosion potential for steel and concrete.

Seismicity

- Faulting including project site and regional to determine seismic parameters;
- Seismic parameters for design including peak ground accelerations and spectral design response accelerations;
- Seismic analysis including soil liquefaction and lateral spread potential; and
- Seismic design parameters for retaining wall lateral loading determination and slope stability analysis.

Geotechnical Design Parameters

- Types of suitable foundations;
- Allowable bearing pressures for spread type foundations including sliding friction values and passive pressures;
- Appropriate footing depths and widths to consider frost depth protection and bearing capacity;
- Anticipated foundation total and differential settlements;
- Lateral soil pressures including static and dynamic values for retaining wall design;
- Surcharge loading from traffic or other sources for retaining wall design; and
- Concrete slab-on-grade subgrade soil preparation and base course recommendations;

Structural Section

- Subgrade soil resilient modulus for structural section design;
- ESAL count analysis; and
- Structural section design for flexible pavement design;

Construction Recommendations

- Site preparation and grading including:
- Stripping and grubbing requirements to remove organics;
- Foundation soils preparation recommendations including box culvert foundation preparations;
- · Recommendations for embankment construction and material types;
- Subgrade soil stabilization alternatives including rock fill or geogrids and stabilizing fill;
- · Densification requirements;
- Cut and fill slope gradients;
- Suitability of site soils for use as structural fill and trench backfill.
- Pipe trenching recommendations, including:
 - o OSHA recommendations for open trench excavations;
 - Suitable materials for backfill and bedding:
 - Compaction recommendations; and
 - Use of geotextiles for backfill soil retention when considering open graded aggregate bedding.
- Structural Section Construction recommendations.
- Anticipated construction difficulties.

5.0 Intermediate (60%) Drainage Design

- 5.1 INTERMEDIATE (60%) DRAINAGE REPORT
- 5.1.1 DATA GATHERING AND RESEARCH



CONSULTANT will initiate the project with a data gathering and research effort. This effort will include reviewing the 30% Design Plans and the documents prepared as part of that effort. In addition, CONSULTANT will gather the data necessary for the completion of the hydrologic and hydraulic analyses.

CONSULTANT anticipates two (2) site reconnaissance trips as part of the research effort for this project. The initial trip will occur at the beginning of the project with the potential for a second during the course of the design effort.

5.1.2 PROJECT MANAGEMENT AND COORDINATION

During the course of the project, CONSULTANT will attend a project kickoff and scheduled progress meetings with Douglas County. It is anticipated that these meetings will be held via video conferencing. Additional project coordination for the purpose of answering questions and gathering additional information can be performed via email or phone.

5.1.3- DRAINAGE DESIGN

5.1.3.1 - HYDROLOGIC ANALYSIS

CONSULTANT will complete a hydrologic analysis of the contributing watersheds that impact the proposed roadway. The methodologies used will be in accordance with those acceptable by Douglas County. While the small local watersheds may be analyzed using simplified methods such as the rational method, rainfall-runoff models, such as HEC-HMS or FLO-2D models, will be used for quantifying discharges within the larger watersheds. The hydrologic analysis will quantify peak discharges from the 25-year,1-hour storm, 100-year, 1-hr storm, 25-year, 3-hour storm and 100-year, 3-hour storm. These discharges will be used in future design and analysis efforts. Note that the 25-year, 3-hour storm is considered the regulatory storm for the drainage crossings, though the 100-year storm will be included in the model as the regulatory discharge for floodplain modeling by FEMA.

5.1.3.2 - HYDRAULIC ANALYSIS

CONSULTANT will complete a hydraulic analysis of the watercourses intersecting the roadway alignment to determine the flow parameters under existing conditions. This information will be used as the basis for comparison of the impacts of the future roadway drainage design. A second (post-construction), hydraulic analysis will be performed to assist in the design of drainage crossings and to ensure the flow is contained within the existing 100-foot easement. Given the nature of the upstream watersheds and the complexity of the flow path demonstrated on the effective Federal Insurance Rate Map, the hydraulic analysis will be performed using two dimensional models such as HEC-RAS V5 or FLO-2D.

5.1.3.3 - SCOUR ANALYSIS AND MITIGATION

CONSULTANT will use the results of the hydraulic modeling in combination with the proposed drainage infrastructure designs to select and size the necessary scour mitigation measures. The measures may include rip-rap splash pads, bank protection, and/or grade control structures.

5.1.3.4 - DRAINAGE REPORT

CONSULTANT will prepare a drainage report that describes the analyses used for the drainage design. The report will be submitted to Douglas County for review. It is assumed that the draft drainage report will be submitted with the 60% Plan Set and finalized with the submittal of the 100% Plans.

5.1.4 - STORMWATER MANGEMENT AND MITIGATION DESIGN

CONSULTANT will review and select and an appropriate best management practice for treating stormwater generated by the paved roadway. The design will collect involve collecting flow in curbs and gutters and then treating the flow in a series of oil separators. It is anticipated that the oil separators will be a proprietary product with the vendor providing the necessary design specifications and details necessary for the submittal.

5.1.5 - DRAINAGE DESIGN PLANS

CONSULTANT will prepare plans for the drainage design that can be inserted into the complete Design Plan set for Phase 2 of Mueller Parkway. The plan deliverables will be based on a 60%, 90% and 100% level of

design. The plans will be submitted to Douglas County for review as part of the complete Plan Set. CONSULTANT will address comments regarding the drainage design during subsequent plan submittals up to the 100% submittal. Comments to the 100% Plans will be addressed and a final sealed set of plans will be prepared for approval by Douglas County. It should be noted that the drainage design elements will be based on NDOT and or other local standard details. In the event that details need to be modified for a site-specific application, a structural engineer may be required to finalize those design elements. Structural engineering services are not part of this proposal.

5.1.6- CONSTRUCTION SPECIFICATIONS

CONSULTANT will prepare the construction specifications for the drainage elements for Douglas County. The specifications will be submitted with the 100% plan set for review by Douglas County. CONSULTANT will address the comments for the drainage specifications as part of the 100% plan review.

EXCLUSIONS

- Conditional Letter of Map Revision (CLOMR)
- Letter of Map Revision (LOMR)
- Permitting (State or Federal)
- Construction Management
- Storm Water Pollution Prevention Plans
- Section 404 Permitting
- Landscape Restoration Plans

6.0 UTILITIES IDENTIFICATION AND COORDINATION

6.1 OVERHEAD UTILITIES

CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under the 60% design phase.

6.2 Subsurface Utilities

CONSULTANT 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, CONSULTANT 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. CONSULTANT to distribute a request for as-built drawings to all local known utilities within the project limits. No potholes are anticipated to be conducted by the CONSULTANT.

6.3 UTILITY COORDINATION

Based on field investigation, CONSULTANT will provide Douglas County a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. Douglas County will issue the initial notification to the utility agencies on the list and CONSULTANT 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.

6.4 UTILITY RELOCATION DESIGN FOR WATER AND SEWER

Base fee assumes no utility relocation design will be required. CONSULTANT shall provide identification of manhole and valve adjustments and fire hydrants relocations as part of the base scope.

7.0 60% TRAFFIC DESIGN

7.1 LIGHTING

CONSULTANT will provide intersection lighting design for the following intersections along Muller Parkway:

- Heybourne Road
- Buckeye Road
- Toler Lane
- Stodick Parkway
- Grant Avenue

Lighting plans will include identifying, coordinating, and establishing metered electrical service for new intersection lighting. Plans will include identifying all conduit, cable, and lighting equipment required.

7.2 FUTURE CONDUIT

CONSULTANT will develop 60% conduit plans, quantities and estimates for the project limits based on Douglas County guidance and CONSULTANT recommendation. Plans to identify conduit and pull boxes and shall consider future signals, lighting, and pedestrian signals.

7.3 SIGNING AND PAVEMENT MARKINGS

CONSULTANT will develop 60% signing and pavement marking plans, quantities and estimates for the project limits based on MUTCD and Douglas County standards. No overhead sign structures are anticipated as part of this project.

8.0 90%, AND FINAL PLANS AND FINAL BID DOCUMENTS

8.1 90% DESIGN SUBMITTAL (PLANS, SPECIAL PROVISIONS, ESTIMATE)

CONSULTANT will prepare final design plans incorporating comments from the 60% submittal in all disciplines. The submittal will include design plans for all disciplines and details. The bid item list of quantities will be updated for any additional items from the 60% list. The unit prices will be updated as necessary. Special provisions will be prepared to augment any items not covered in the Standard Specifications (Orange Book). CONSUTLANT will submit 2 sets of 11x17 plans, estimate and special provisions for review by Douglas County. PDF electronic files will be distributed to local agencies and utilities as requested by Douglas County. In addition, the Final Drainage Report and Final Geotechnical Report will be submitted incorporating comments from 60% submittal. (1 hard copy and PDF of each report). CONSULTANT will attend a 90% review meeting with Douglas County.

8.2 100% FINAL SUBMITTAL

CONSULTANT will prepare final design plans incorporating comments from the 90% submittal in all disciplines. The submittal will include design plans for all disciplines. The bid item list of quantities will be updated for any additional items from the 90% list. The unit prices will be updated as necessary. Special provisions will be prepared to augment any items not covered in the Standard Specifications. CONSUTLANT will submit 2 sets of 11x17 plans, estimate and special provisions for review by Douglas County. PDF electronic files will be distributed to local agencies and utilities as requested by Douglas County. In addition, the Final Drainage Report and Final Geotechnical Report will be submitted incorporating comments from 90% submittal. (1 hard copy and PDF of each report). CONSULTANT will attend a 90% review meeting with Douglas County.

8.3 FINAL DESIGN SUBMITTAL

CONSULTANT will prepare final design plans incorporating comments from the Final submittal in all disciplines. The submittal will include design plans for all disciplines, bid item list of quantities, and special provisions. CONSULTANT will prepare 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 the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects. CONSULTANT will attend meeting to review and resolve final estimate comments. CONSUTLANT will document comments, and resolutions. The deliverables will include final securely signed PDF of all construction document in accordance with NRS statutes for construction.

8.4 ASHLAND PARK PHASING

CONSULTANT will, upon request from Douglas County, provide design drawings for third-party developers to use for information only to develop and design as part of the developer's project to maintain adherence to the overall Muller Parkway project design. Developer will be required to have their engineer's provide final sealed drawings. CONSULTANT will provide final, sealed drawings in the event Douglas County is the administrator of the construction contract for that section of Muller Parkway.

9.0 MEETINGS AND COORDINATION

9.1 PROJECT MANAGEMENT MEETINGS

CONSULTANT will organize and attend monthly Project Management meetings with Douglas County staff to discuss project progress, right of way acquisition progress, report any action items or decisions from Technical Disciplines that require decisions at the management level, report other issues and concerns and overall coordination with other entities. CONSULTANT will schedule the meeting, prepare an agenda and meeting minutes for each meeting. (12 meetings assumed)

9.2 LOCAL AGENCY, UTILITIES, OTHER MEETINGS

CONSULTANT will organize and attend meetings to coordinate the design with other local agencies, utilities or others as necessary. CONSULTANT will prepare agendas, meeting minutes and track action items for the group. (12 meetings assumed)

9.3 CONSTRUCTION MANAGER AT RISK

CONSULTANT will attend a series of meetings at the 60% and 90% level of design with the Construction Manager at Risk team to obtain comments and feedback on the design. The comments will be provided to the CONSULTANT by the CMAR in written format. Comments will be reviewed and responded to by the CONSULTANT. Resolution of comments will be developed in meetings with the CMAR team. It is anticipated that there will be 2 meetings at each of the 60% and 90% level to finalize comments and questions and develop resolution to all comments. It is also anticipated 2 workshops will be held with the CMAR to identify value engineering opportunities. CONSULTANT will assist Douglas County as requested in preparation, review, and evaluation for the CMAR procurement. It is assumed existing boiler plate documents would be utilized to develop the CMAR procurement documents.

9.4 PROJECT COORDINATION

The CONSULTANT will advance critical design and coordination items including:

- Coordinate with Douglas County staff to develop acceptable design solutions where "non-standard" geometric design provides benefits to the project.
- Coordinate design to ensure design is compatible amongst all disciplines and conflict areas are being addressed.
- Attending design review meetings with Douglas County to address milestone submittal comments.

This will include, but not be limited to, attending additional coordination meetings, provide exhibits, and provide CAD files to affected utilities within the project. The CONSULTANT will attend and participate in the Plan Review Meetings. Review comments will be recorded and documented in a table format including the action to be taken. The CONSULTANT will coordinate with Douglas County, City of Minden, City of Gardnerville, agencies and other task leads to ensure consistency, completeness and accuracy of the final plans. (12 meetings assumed)

10.0 PROJECT MANAGEMENT

10.1 PROJECT SCHEDULE DEVELOPMENT AND MONITORING

CONSULTANT will prepare a schedule using Microsoft Project that depicts each of the major tasks, has appropriate logic ties to other tasks and outlines the critical path to meet the agreed upon schedule. The schedule will include both CONSUTLANT efforts as well as Douglas County and other agency review and approval times. The Baseline schedule will be submitted to Douglas County for approval. CONSULTANT will monitor schedule on a monthly basis and highlight any variance that may affect critical path. Should a schedule task affect critical path the, CONSULTANT will coordinate with Douglas County to develop an action plan to correct variance to maintain overall schedule.

10.2 Invoicing and Budget Monitoring

CONSULTANT will provide monthly invoices and progress reports to Douglas County. Invoices will be prepared in a format approved by Douglas County. Progress reports will include discussion of services provided in the previous month as well as a look ahead for the next 2 months of activity. Any items that are critical or require decisions that may affect budget or schedule will be included in the monthly report.

11.0 Public Outreach

CONSULTANT will arrange for and conduct a maximum of two (2) public meetings. Meeting times and locations to be coordinated with Douglas County. CONSULTANT is responsible for coordinating activities with the Douglas County. Public involvement and outreach tasks, activities, and deliverables include the following:

- Establishing the meeting dates and times and securing meeting locations
- Designing and preparing mailers (for a minimum distance of ¼ mile from the project area) flyers, and newspaper ads
- Providing neighborhood notification (mail and/or door hangers), e-blasts (email) and newspaper advertisements (2 newspapers).
- Developing verbiage for press releases, media advisories, and advertisements and coordinate with Douglas County for release of this information to the public
- Preparing any necessary exhibits for the project for public display
- Preparing handouts for the public information meeting
- Preparing additional displays as appropriate
- · Documenting and responding to public comments as part of the record of the meeting
- Participating in the meeting to explain the project and answer questions
- Assisting in preparing PowerPoint presentations
- Assisting in the setting up and breaking down of each public information meeting.
- Provide additional audio and visual equipment if needed
- Preparing a public meeting summary report

Contract information: Muller Parkway
Consultant Information: CA Group
Project Manager: Jon Erb

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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

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