

AMENDMENT D

**TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE CITY OF FERNLEY AND NCE**

This Amendment D to the Contract for Independent Contractor between the City of Fernley and NCE is entered into this _____ day of _____, 2018, by and between The City of Fernley (“City”), and NCE; also referred to as “The Parties.”

On March 06th, 2013, the City and NCE entered into a Contract for services related to Hardie Lane Reconstruction Project. The parties hereby wish to

- 1.) Extend the date of the Contract to June 30th, 2020.
- 2.) Amend the Scope of Work to reflect the Scope and Tasks as described in Attachment A, with approved additional Project funding, not to exceed \$668,000.00.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment D, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment D, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

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DATED _____

NCE

DATED: _____

Roy Edgington
Mayor, City of Fernley

Attest:
DATED: _____

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

Brandi Jensen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley

ATTACHMENT A

July 9, 2018

Jessica Dover
Associate Engineer
City of Fernley Public Works
595 Silver Lace Blvd.
Fernley, NV 89408

**RE: Scope of Work and Fee Estimate for Construction Services
Hardie Lane Reconstruction Project**

Dear Ms. Dover:

NCE is pleased to present this scope of work and fee estimate for construction services for the Hardie Lane Reconstruction Project.

PROJECT DESCRIPTION

NCE is currently providing engineering services for the Hardie Lane Reconstruction Project (Project). The project includes pedestrian improvements along Hardie Lane from Main Street to Cottonwood Lane, bicycle facilities, storm drain infrastructure, water line and sewer line replacement, utility relocations, piping of a Truckee Carson Irrigation District (TCID) canal, and roadway reconstruction from Main Street to Rachel Street.

NCE is currently under contract to provide services for the following tasks as part of the Hardie Lane Reconstruction Project Original Contract dated March 7, 2013, Contract Amendment A dated January 7, 2015, Contract Amendment B dated June 17, 2015, and Contract Amendment C dated December 7, 2016, which will expire on June 30, 2018.

- Task 1 – Investigation of Existing Conditions
- Task 2 – Preliminary Design
- Task 3 – Final Design
- Task 4 – Regulatory Compliance and Permitting
- Task 5 – Right of Way Services
- Task 6 – Bidding Services
- Task 7 – Waterline and Sewer Line Design
- Task 8 – Public Coordination
- Task 9 – Main Street Drainage Plan and Profile
- Task 10 – Right of Way Dedication
- Task 11 – Local Public Agency (LPA) Coordination (Optional)
- Task 12 – Utility Certification Coordination (Optional)
- Task 13 – Advance Storm Drain Design
- Task 14 – Architectural Inventory

This scope of work supplements tasks from NCE's current contract and proposes new tasks as follows:

SCOPE OF SERVICES

Specific work tasks include:

Reno, NV

1885 S. Arlington Ave., Suite 111
Reno, NV 89509
(775) 329-4955

Task 1 – Investigation of Existing Conditions

No Investigation of Existing Conditions work is a part of this contract amendment.

Task 2 – Preliminary Design

No Preliminary Design work is a part of this contract amendment.

Task 3 – Final Design

No Final Design work is a part of this contract amendment.

Task 4 – Regulatory Compliance and Permitting

No Regulatory Compliance and Permitting work is a part of this contract amendment.

Task 5 – Right-of-Way Engineering

No Right-of-Way Engineering work is a part of this contract amendment.

Task 6 – Bidding Services

The bidding services scope of work under the current contract includes assisting the City with bidding and advertising documents that must be included for federally funded projects, attending Pre-bid meeting, responding to bidder's requests for information, attending the bid opening, tabulation of the bid opening, preparation of award recommendation, and assisting the City with construction contracts, as needed.

Per the City's request, we anticipate providing additional services during the bidding period that include preparation of Pre-bid meeting agenda, conducting Pre-bid meeting, compilation and distribution of Pre-bid meeting summary, providing plans and contract documents to potential bidders, maintaining a plan holders list, and preparation of, tracking, and distribution of addendum(s), as needed.

Task 7 – Waterline and Sewer Line Design

No Waterline and Sewer Line work is a part of this contract amendment.

Task 8 – Public Coordination

No Public Coordination work is a part of this contract amendment.

Task 9 – Main Street Drainage Plan and Profile

No Main Street Drainage work is a part of this contract amendment.

Task 10 – Right-of-Way Dedication

No Right-of-Way Dedication work is a part of this contract amendment.

Task 11 – Local Public Agency (LPA) Coordination (Optional)

No Local Public (LPA) Coordination work for design is a part of this contract amendment.

Task 12 – Utility Certification Coordination (Optional)

No Utility Certification Coordination work is a part of this contract amendment.

Task 13 – Advance Storm Drain Design

No Advance Storm Drain Design work is a part of this contract amendment.

Task 14 – Architectural Inventory

No Architectural Inventory work is a part of this contract amendment.

Task 15 – Construction Services

NCE will provide contract administration, LPA construction coordination, construction surveying, construction inspection, materials testing, and record drawings as detailed below.

Task 15A – Contract Administration

NCE will provide contract administration services as follows:

- Preconstruction activities including construction coordination prior to construction notice-to-proceed and preparation of Pre-construction meeting agenda, attending and conducting Pre-construction meeting, and compilation and distribution of Pre-construction meeting summary
- Respond to contractor requests for information (40 hours assumed)
- Review and stamp contractor material submittals for conformance to the contract documents (40 hours assumed)
- Review and provide recommendations on contractor's traffic control plans
- Review and provide recommendations on contractor's construction schedule and work progress
- Provide verification and approval of contractor's monthly pay request (10 pay requests assumed) and contractor's final retention payment
- Review construction for acceptance and/or mitigation (8 site visits and 4 weekly on-site progress meetings assumed)
- Administrative personnel to attend weekly on-site progress meetings via teleconference and compile and distribute meeting summaries to applicable parties
- Coordinate the inspection, surveying, and material testing activities
- Provide recommendations to the City for any necessary construction changes due to field conditions
- Assist in change order review and approval (10 change orders assumed)
- Obtain, review, and consolidate the Contractor's construction drawings that include any design changes for use in preparation of the record drawings

Task 15B – LPA Construction Coordination

NCE will provide LPA construction coordination as follows:

- Support City Staff with items as-needed to fulfill the LPA agreement requirements during construction (40 hours assumed)
- Provide required LPA construction documentation during construction (assumed 26 hours per week), including but not limited to providing quantity reports and assisting in contractor's monthly progress payments, submitted monthly to the City in electronic PDF format, and Weekly Certified Payroll review
- Provide required LPA construction closeout documentation (240 hours assumed), including but not limited to providing consolidated set of daily inspection reports and final materials testing reports submitted to the City as one (1) bound hard copy and in electronic PDF format

Task 15C – Construction Surveying

NCE will provide one (1) set of construction stakes as follows:

- Offset stakes to centerline of utility and irrigation trenches at 100' stations
- Offset and line stakes for utility and irrigation structures
- Slope and line stakes on perimeter of storm drain basin proposed grading
- Offset stakes to roadway centerline at 50' stations graded to centerline finish grade
- Offset stakes for curb and gutter, sidewalk, pedestrian path improvements, centerline of pedestrian ramps and begin and end of driveways at not to exceed 50' stations graded to top back of curb

NCE will provide surveying services to re-establish the location of the ¼ Section Corner (near Station 36+04) that has been destroyed and survey monuments depicted on Record of Survey for the City of Fernley Hardie Lane Right-of-Way, Document File No. 569793 that will be destroyed during construction activities associated with this project.

Task 15D – Construction Inspection

NCE will provide one full time inspector during all construction activities. The inspector will:

- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications. Ten-hour work days and a 230 working day contract period (200 working days to substantial completion) are anticipated for a total of 2,300 inspection hours.
- Assist in problem resolution with the City, contractor personnel, utility agencies, the public, and others
- Prepare daily inspection reports which include quantity measurements, submitted weekly to the City in electronic PDF format
- Maintain written log to provide verification of the distribution of public relation notices required to be delivered by the contractor, submitted weekly to the City in electronic PDF format
- Prepare weekly on-site progress meeting agendas and attend and conduct meetings
- Conduct Weekly Certified Payroll wage rate interviews, submitted monthly to the City in electronic PDF format (4 interviews assumed per month) Review DBE subcontractor operations and complete Form 052-073 Commercially Useful Function (CUF) Determination
- Coordinate and conduct construction Substantial Completion inspection and prepare Certificate of Substantial Completion with punch list items attached
- Coordinate and conduct construction Final Inspection
- Maintain a field set of drawings to incorporate contractor record drawing mark-ups

Task 15E – Materials Testing

NCE will provide materials testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements and testing frequencies. For work within the NDOT right-of-way, NCE will provide materials testing for compliance to NDOT Standard Plans and Specifications for Road and Bridge Construction. NCE will provide one full time NAQTC certified materials inspector during placement of asphalt concrete. Materials will be tested for the following improvements: earthwork grading, aggregate base placement, roadbed modification, utility backfill, asphalt concrete placement, and concrete placement. Test reports, accompanied with the recommendation regarding acceptance/mitigation of materials, will be submitted promptly to the City.

Task 15F – Record Drawings

NCE will prepare record drawings for the completed project. One (1) hard copy (22"x34"), electronic PDF format, and AutoCAD files will be provided. The final record drawings will be identified, dated, and signed as the record drawings and will contain the engineer's stamp and signature. The Consultant may either:

- Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
- Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

ESTIMATED FEE AND SCHEDULE

NCE proposes to provide our services on a time and materials basis in accordance with the attached Schedule of Charges (Attachment A). We estimate that our total fees for this scope of services will not exceed **\$668,000**. We have enclosed a detailed estimate of projected staff hours for the project to establish a basis for our estimated fees (Attachment B). We will notify you immediately of any issue that would impact our estimate and will not perform work in excess of this estimate without your authorization. If agreeable, please provide a contract as our authorization to proceed.

We appreciate the opportunity to provide these engineering services to the City of Fernley and look forward to working with you on this project. If you have any questions or additional requirements, please call our office at (775) 329-4955.

Sincerely,

NCE



Angie Hueftle, PE
Principal



Sara Henderson
Senior Engineer

**Attachment B
Hardie Lane Reconstruction Project
Construction Services - Estimated Fees**

Task #	Task	Task Description	Staff																				Totals			
			Principal Engineer			Senior Engineer			Senior Designer			Senior Construction Manager			Clerical			Expenses			Subconsultants			# of Hours	Cost	
			Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Non Labor	Markup	Cost	Labor	Markup	Cost			
1	Investigation of Existing Conditions		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
2	Preliminary Design		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
3	Final Design		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
4	Regulatory		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
5	Right-of-way		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
6	Bidding Services	Increase from 2013 to 2018 Rates for Original Task 6 Scope	250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,280.00	
		Prepare agenda and meeting summary for Pre-bid meeting	250	\$ -	175	3	\$ 525.00	140	\$ -	135	\$ -	80	\$ -	20	2	\$ 22.00	0	0	\$ -	0	0	\$ -	3	\$ 547.00		
		Provide CDs and addendum(s) to potential bidders and maintain bidders list	250	\$ -	175	4	\$ 700.00	140	\$ -	135	\$ -	80	12	\$ 960.00	1000	100	\$ 1,100.00	0	0	\$ -	16	\$ 2,760.00				
		Subtotal	0	\$ -	7	\$ 1,225.00	0	\$ -	0	\$ -	12	\$ 960.00		\$ 1,122.00		\$ -		\$ -		\$ -	19	\$ 4,587.00				
7	Waterline and Sewer Line Replacement		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
8	Public Coordination		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
9	Main Street Drainage Plan & Profiles		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
10	Right-of-Way Dedication		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
11	Local Public Agency Coordination (Optional)		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
12	Utility Certification Coordination (Optional)		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
13	Advance Storm Drain Design		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
14	Architectural Inventory		250	\$ -	175	\$ -	140	\$ -	135	\$ -	80	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
15	Construction Services	A. Contract Administration	250	33	\$ 8,250.00	175	272	\$ 47,600.00	140	39	\$ 5,460.00	135	32	\$ 4,320.00	80	110	\$ 8,800.00	875	87.5	\$ 962.50		0	\$ -	486	\$ 75,392.50	
		B. LPA Construction Coordination	250		\$ -	175	360	\$ 63,000.00	140		\$ -	135	80	\$ 10,800.00	80	880	\$ 70,400.00	200	20	\$ 220.00		0	\$ -	1320	\$ 144,420.00	
		C. Construction Surveying	250		\$ -	175		\$ -	140		\$ -	135		\$ -	80		\$ -			0	\$ -	29700	2970	\$ 32,670.00	0	\$ 32,670.00
		D. Construction Inspection	250		\$ -	175		\$ -	140		\$ -	135	2300	\$ 310,500.00	80		\$ -	23100	2310	\$ 25,410.00		0	\$ -	2300	\$ 335,910.00	
		E. Materials Testing	250		\$ -	175		\$ -	140		\$ -	135		\$ -	80		\$ -			0	\$ -	64368	6436.8	\$ 70,804.80	0	\$ 70,804.80
		F. Record Drawings	250	2	\$ 500.00	175	4	\$ 700.00	140	16	\$ 2,240.00	135	4	\$ 540.00	80	1	\$ 80.00	250	25	\$ 275.00		0	\$ -	27	\$ 4,335.00	
		Subtotal	35	\$ 8,750.00	636	\$ 111,300.00	55	\$ 7,700.00	2416	\$ 326,160.00	991	\$ 79,280.00		\$ 26,867.50		\$ 103,474.80	4133	\$ 663,532.30								
Total	35	\$ 8,750.00	643	\$ 112,525.00	55	\$ 7,700.00	2416	\$ 326,160.00	1003	\$ 80,240.00		\$ 27,989.50		\$ 103,474.80	4152	\$ 668,119.30										



SCHEDULE OF CHARGES 2018

PROFESSIONAL SERVICES

Principal.....	\$250/hour
Associate	\$200/hour
Senior	\$175/hour
Project.....	\$150/hour
Staff.....	\$130/hour

TECHNICAL SERVICES

Senior Construction Manager*	\$135/hour
Senior Designer	\$140/hour
Senior Technician	\$120/hour
Construction Inspector*	\$120/hour
CAD Technician	\$110/hour
Senior Field Scientist	\$115/hour
Field Scientist	\$95/hour
Project Administrator	\$100/hour
Field/Engineering Technician	\$95/hour
Clerical	\$80/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck	\$100/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$3,500/Day
Coring	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.....cost + 15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying

project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*Rate will be adjusted by NCE to comply with the Prevailing Wage Rate Determinations in the locality of the work as set by the California Department of Industrial Relations.